AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Tuesday, December 21, 2021 – 9:00 a.m.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation and the recommendation of the Clallam County Health Officer, the Board of Commissioners meetings will be virtual only. The Board of Commissioners strongly encourages public comments to be submitted in writing.

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

If you would like to participate in the meeting via 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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

PUBLIC COMMENT – Please limit comments to three minutes (10 minutes total)

CONSENT AGENDA – Any Commissioner may remove items for discussion

1a. Approval of vouchers for the week of December 13

Approval of vouchers

1b. Approval of payroll for the period ending November 30

Approval of payroll

1c. Approval of minutes for the week of December 13

Approval of minutes

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

2a. Agreement with Department of Commerce for the 20210 Violence Against Women STOP Grant

Agreement

2b. Agreement Amendment 1 with Department of Ecology Marine Resources Committee Operations

Agreement Amendment 1

2c. Agreement with Black Ball Transportation, Inc.

Agreement

2d. Agreement amendment 1 with Clallam County PUD for American Rescue Plan Act Funds

Agreement amendment 1

2e. Agreement amendment 1 Clallam County Economic Development Council for American Rescue Plan Act funds

Agreement amendment 1

2f. Agreement with PAVE for Family and Navigation and Resources Program

Agreement

2g. Agreement with Morningside for Eye on Empowerment Program

Agreement

2h. Agreement with Morningside for Digital Literacy Program

Agreement

2i. Agreement with Clallam Mosaic for Clallam Parent to Parent Support Program

Agreement

2j. Agreement with First Step Family Support Center for Supported Parenting Program

Agreement

2k. Agreement with Tacoma-Pierce County Health Department for food worker Card education platform services

Agreement

ADMINISTRATION

3a. Resolution acknowledging receipt of final districting plan as submitted by the Districting Master(s) and approved by the Districting Commission

Resolution

3b. Corrected Resolution appointing Raymond W. Kirk to the Marine Resources Committee

Corrected Resolution

3c. Resolution creation of new agency fund – state sales and use tax

Resolution

COMMUNITY DEVELOPMENT

4a. Change order for the Lower Dungeness Floodplain Restoration Project

Change order

4b. Call for hearing to be held Tuesday, January 11, 2022 at 10:30 a.m. regarding the Shoreline Master Program

Call for hearing

PUBLIC WORKS

5a. State of Washington Resolution designating applicant agent form for Dungeness Off-channel Reservoir Project

Resolution

5b. Resolution in support of the Dungeness Reservoir Irrigation Conveyance Improvement Project

Resolution

HEARING(S) – Beginning at 10:30 a.m.

H1. Ordinance repealing Clallam County Code Chapter 5.18 Lease Agreement with the City of Forks January 1, 1990 through December 31, 1999

Ordinance

H2. Consideration of resolution adopting the following Debatable Emergencies:
Public Works - Flood - Final Payroll of 2021 expenditures will be larger than budgeted for/$2,000
Sheriff - Emergency Services - Additional Funds needed for emergency clean up support due to recent storms/$25,000
Information Technology - Additional funds required to cover anticipated short-fall in overtime/$10,000

Resolution

PUBLIC COMMENT – Please limit comments to three minutes

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

The following meetings are scheduled for the Board of Commissioners December 20 - 24:

Monday, December 20:
9:00 a.m. Work Session
12:00 p.m. WSAC Virtual COVID Update

Tuesday, December 21:
10:00 a.m. Board Meeting
10:30 a.m. Hearing(s) - See Agenda
1:30 p.m. Board of Health Meeting

Friday, December 24:
Courthouse Closed - Christmas Holiday

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

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

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

1a
12/21/21

Date of report: December 15, 2021

General	**$294,608.23**
Other	**$1,808,199.52**
Total	**$2,102,807.75**

STATE OF WASHINGTON)
)
County of Clallam)

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

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2021.

COPY

_____COUNTY AUDITOR
SHOONA RIGGS

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

_____
MARK OZIAS, Chair

_____
BILL PEACH

COPY

_____
RANDY JOHNSON

_____
RICH SILL (County Administrator)

Weekly Expenditures

Dec. 13 - 17, 2021

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	**Assessor**	511.39			
00100.221	**Auditor**	3,353.61		26.59	
12401.221	Auditor - Document Preservation		4.09		
00100.241/291	**Commissioners (BOCC)**	7,293.01			
19914.291	BOCC - Veterans Relief		255.81		
19925.291	BOCC - Hotel/Motel		41,666.67		
19961.291	BOCC - American Rescue Plan Act		120,104.74		
19991.291	BOCC - Emergency Communications		194,926.29		
00100.331-334	**Dept. of Community Develop't (DCD)**	4,673.03		87.31	
30301.331	DCD - Lower Dungeness Floodplain		795,398.44		
00100.871	**District Court I**	7,731.77			
00100.871	District Court I - Jury	401.12			
11301.511	**Health & Human Services (HHS)**		136,111.73		
00100.511	HHS - Environmental Health	4,702.84			
00100.513	HHS - Admin	38.33			
11322.511	HHS - Homeless Task Force		9,178.11		
11323.511	HHS - Chem Dep/Mental Hlth		14,426.32		
00100.461	**Human Resources (HR)**	1,662.29			
50401.461	HR - Risk Management		226.34		
00100.411	**Information Technology (IT)**	49,777.16			
30701.411	IT - Capital Projects		181,427.17		
00100.851	**Juvenile Services**	17,909.43		13.73	
11401.821	**Law Library**		840.89		
13001/13051	**Noxious Weed/LMD #2** (Lake Mgmt Dist.)		142.27		
00100.911/912	**Parks Fair Facilities (PFF)**	64,945.00			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		4,532.76		
30201.911	PFF - REET 2 (Real Estate Excise Tax)		1,250.00		
30501.911	PFF - Capital Projects		4,005.00		
00100.841-843	**Prosecuting Attorney**	7,080.88			
	Public Works (PW)				
10101.611	PW - Roads		221,624.65		
30401.331	PW - Dungeness Reservoir		589.44		
41401.611	PW - Clallam/Sekiu Sewer		2,979.81		
42401.611	PW - Carlsborg Sewer		342.60		
43401.611	PW - Bullman Beach Water System		963.48		
50301.611	PW - ER&R (Equip't Rental & Revolving)		16,078.47		
00100.811-815,817	**Sheriff**	37,068.08			
00100.816	Sheriff - Jail Medical	4,025.91			
11003.811	Sheriff - Boating Safety		525.00		
11004.811	Sheriff - VRF Boating Program		1,740.10		
11008.811	Sheriff - OPNET Drug		1,814.38		
11061.811	Sheriff - 911 Enhanced		50,795.36		
11065.811	Sheriff - OPSCAN Operations		5,201.77		
11080.811	Sheriff - Inmate Commissary		702.87		5.58
00100.861	**Superior Court**	485.25		34.72	
00100.231	**Treasurer**	63,364.37			
12201.231	Treasurer - O&M (Operation & Maintenance)		339.38		
00100.931	**WSU Extension**	19,422.41			
	Total	**294,445.88**	**1,808,193.94**	**162.35**	**5.58**

Report Reconciliation		Totals			
Total	**2,102,639.82**	**General Fund**	**294,608.23**		
Final Check Lists	**2,102,639.82**	**Other**	**1,808,199.52**		
Difference	-	**Total**	**2,102,807.75**	**Use Tax**	**167.93**

COPY

Prepared by: _____

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
12/7/2021	U S BANK	3299-1	dputnam2	156.00	13.73	156.00
12/8/2021	SQUAD ROOM EMBLEMS	0115	lkennedy	193.15	17.00	193.15
12/8/2021	U S BANK	6X8944111J661214V	lfors	394.55	34.72	394.55
12/8/2021	U S BANK	INPIXON 11-30-21	lkennedy	799.00	70.31	799.00
12/9/2021	SWANSONS SERVICES CORP.	1528359	jkoon	63.42	5.58	63.42
12/21/2021	U S BANK	44138	sprice	302.17	26.59	302.17
			Totals:	**1,908.29**	**167.93**	**1,908.29**

Final Check List
CLALLAM COUNTY

Assessor

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0001179	PACIFIC OFFICE EQUIPMENT	1091532	12/8/2021	CONTRACT OVERAGE CANO	140.54	
				1091533	12/8/2021	CONTRACT OVERAGE CANO	116.14	256.68
	12/21/2021	0001641	VERIZON WIRELESS	9893536603	12/8/2021	DATA FOR MOBILE COLLECTI	240.06	240.06
	12/21/2021	0033199	LEMAY MOBILE SHREDDING	4726218	12/8/2021	DOCUMENT DESTRUCTION	14.65	14.65
						Sub total for U S BANK:		511.39

0.*
2,102,639.82*
19,422.41+
255.81+
63,703.75+
485.25+
4,025.91+
11,165.68+
86,681.88+
4,875.33+
215,314.65+
16,078.47+
7,080.88+
73,280.51+
142.27+
840.89+
2,536.34+
15,373.09+
231,204.33+
7,762.25+
1,888.63+
164,457.33+
401.12+
7,731.77+
800,071.47+
363,990.71+
3,357.70+
511.39+
0.*

Final Check List
CLALLAM COUNTY

Auditor

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0000352	CLALLAM COUNTY DEPT OF,	618	12/9/2021	SURFACE PRO'S FOR ELECT	1,151.10	1,151.10
	12/21/2021	0000546	EXPRESS SERVICES, INC	26387864	11/23/2021	NICOLE MISCHKE	676.55	676.55
	12/21/2021	0000593	FORKS, CITY OF	12032021	12/3/2021	CLOSING FORKS DROP BOX	60.00	60.00
	12/21/2021	0001113	OFFICE DEPOT, INC	214091791001	11/30/2021	REMOVABLE TAPE FOR DOL	484.12	
				205650212001	11/5/2021	ONLINE BALLOT STAMP FOR	31.54	
				205643809901	11/3/2021	SIGN HOLDER, PENS, HIGHLI	30.24	
				214092477001	11/30/2021	PAPER ROLL	5.78	551.68
	12/21/2021	0001179	PACIFIC OFFICE EQUIPMENT	1091534	11/30/2021	CONTRACT COPIER 10785-09	98.68	
				1091536	11/30/2021	CONTRACT COPIER 11455-03	31.95	
				1091535	11/30/2021	CONTRACT COPIER 10931-08	10.30	140.93
	12/21/2021	0001445	SIGN STORE, THE	9/8/21	9/8/2021	INSTALL AND TAKE DOWN BA	136.00	136.00
	12/21/2021	0001641	VERIZON WIRELESS	9893619382	11/24/2021	MIFI FOR KIOSKS	40.03	40.03
	12/21/2021	0003410	LEMAY MOBILE SHREDDING	4725823	12/1/2021	DOCUMENT SHREDDING	4.09	4.09
	12/21/2021	0020849	U S BANK	44138	12/2/2021	6 ROLLS TAB STICKERS FOR	302.17	
				QLMMGW-T6A4	11/9/2021	BUSINESS CARDS FOR EMIL'	75.05	
				112-0043656-40	11/30/2021	PENS	71.13	
				114-7316338-12	11/9/2021	BUSINESS CARD HOLDERS	10.83	459.18
	12/21/2021	0022246	CLALLAM BAY-SEKIU LIONS C	11/2/2021	12/6/2021	CLOSING CLALLAM BAY & SE	120.00	120.00
	12/21/2021	0042751	COCHNAUER, AME	Cochnauer 11-2-	11/2/2021	CLOSING CARLSBORG DROF	18.14	18.14
						Sub total for U S BANK:		3,357.70

Final Check List
CLALLAM COUNTY

BOCC

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0001083	OLYMPIC PEN VISITOR BURE	2325	12/8/2021	NOVEMBER SERVICES PER (	41,666.67	41,666.67
	12/21/2021	0001179	PACIFIC OFFICE EQUIPMENT	1091539	12/8/2021	MAINTENANCE & USAGE - 91	20.17	20.17
	12/21/2021	0001211	PENINSULA DAILY NEWS	PDN 12/08/2021	12/8/2021	YEARLY SUBSCRIPTION	156.00	156.00
	12/21/2021	0001252	PORT ANGELES, CITY OF	E911 November	12/8/2021	EMERGENCY COMMUNICATI(	124,952.60	
				73920	12/8/2021	CAD UPGRADE	69,973.69	194,926.29
	12/21/2021	0001300	PUBLIC UTILITY DISTRICT	14244	12/8/2021	ARPA CONTRACT #19961.21.(	120,104.74	120,104.74
	12/21/2021	0001632	U S POSTMASTER	BRM 2021	12/8/2021	EMERGENCY COMMUNICATI(	740.00	
				PI13 Permit 202	12/8/2021	1ST CLASS & STANDARD MA	490.00	
				BRM Permit 202	12/8/2021	BRM PERMIT #197000	245.00	1,475.00
	12/21/2021	0004037	HARPER RIDGEVIEW CHAPEL	HRFC 12/08/202	12/8/2021	MICHAEL KELLEY	1,325.00	1,325.00
	12/21/2021	0028699	SOUND PUBLISHING INC	8045817	12/8/2021	BUDGET HEARINGS, ORDINA	1,288.12	1,288.12
	12/21/2021	0033510	OZIAS, MARK	CMO 11/16/2021	12/8/2021	CMO 2021 WSAC CONFEREN	840.69	840.69
	12/21/2021	0040669	MEIER, RICHARD	RM 11/14/2021	12/8/2021	RICH MEIER TRAINING	980.53	980.53
	12/21/2021	0045432	CBG COMMUNICATIONS, INC	162-10WF2021	12/8/2021	SERVICES PER CONTRACT #	1,207.50	1,207.50
						Sub total for U S BANK:		363,990.71

Final Check List
CLALLAM COUNTY

DCD

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0000052	ALL WEATHER HEATING & CC	REF 8-27-21	11/30/2021	REFUND BPT2021-00796	100.00	100.00
	12/21/2021	0000196	BILLS PLUMBING & SANIKAN	IS3642141	12/8/2021	G145 TASK 2 PROFESSIONAL	145.00	145.00
	12/21/2021	0000352	CLALLAM COUNTY DEPT OF,	617	12/6/2021	CE OPERATING SUPPLY	181.66	181.66
	12/21/2021	0000360	CLALLAM COUNTY ER&R	2021.315E	12/2/2021	NOV. 2021 FLEET VEHICLE R	367.98	367.98
	12/21/2021	0001140	OLYMPIC PRINTERS INC	29159	11/29/2021	ADMIN OPERATING SUPPLY	266.56	266.56
	12/21/2021	0001179	PACIFIC OFFICE EQUIPMENT	1091543	11/30/2021	#8631 NOVEMBER 2021	223.95	
				1091546	11/30/2021	#10293 NOVEMBER 2021	147.82	
				1091545	11/30/2021	#10336 NOVEMBER 2021	100.10	
				1091544	11/30/2021	#10051 NOVEMBER 2021	17.41	489.28
	12/21/2021	0001540	SWAIN'S GENERAL STORE IN	292761	11/5/2021	BD OPERATING SUPPLY	75.86	75.86
	12/21/2021	0001641	VERIZON WIRELESS	9893619380	11/24/2021	G146 TASK 1 $106.04 NOV CE	158.35	
				9893442748	11/22/2021	INSPECTOR NOV 2021	26.49	
				9893442747	11/22/2021	INSPECTOR NOV 2021	24.40	
				9893442749	11/22/2021	LRP NOV 2021	22.02	231.26
	12/21/2021	0001710	WA ST DEPT OF LICENSING	L0152703713	11/1/2021	CE JUNK VEHICLES	11.48	11.48
	12/21/2021	0003410	LEMAY MOBILE SHREDDING	4726549	12/1/2021	ADMIN PRO SERVICE	14.65	14.65
	12/21/2021	0004048	NOXIOUS WEED BOARD	APR-NOV 2021	11/29/2021	G146 TASK 3 PROFESSIONAL	4,969.00	4,969.00
	12/21/2021	0004214	JACKSON'S SIGNS	11-26-21	10/26/2021	G133 WORKSITE 3 PROFESS	151.90	151.90
	12/21/2021	0020849	U S BANK	INPIXON 11-30-2	11/30/2021	STEAMKEEPERS	799.00	
				FLEMING 11-14-	11/14/2021	ADMIN TRAVEL	213.70	
				RLI 12-5-21	12/5/2021	ADMIN NOTARY KENNEDY	90.58	
				AMZN NOV 21	11/18/2021	CE OPERATING SUPPLY	48.92	
				AMZN 11-23-21	11/23/2021	BD OPERATING SUPPLY	25.55	1,177.75
	12/21/2021	0021387	SQUAD ROOM EMBLEMS	0115	11/5/2021	CE UNIFORMS	193.15	193.15
	12/21/2021	0026025	KAWAL, LARA	2021 Oct Nov	12/8/2021	G133 WORKSITE 4 PSAR	306.45	306.45
	12/21/2021	0028699	SOUND PUBLISHING INC	8045818	11/30/2021	NOVEMBER 2021 ADVERTISII	314.42	314.42
	12/21/2021	0031887	SCARSELLA BROS INC	PAY APP #1	11/1/2021	G146 TASK 2 PROFESSIONAL	710,108.44	
				PAY APP #2	12/7/2021	G146 TASK 2 PROFESSIONAL	4,984.11	715,092.55
	12/21/2021	0032541	K L MAYER CONSULTING GR(	12-8-2021	12/8/2021	G133 WORKSITE 4 PSAR	471.25	471.25
	12/21/2021	0036994	SHANNON & WILSON INC	126527	12/7/2021	G146 TASK 2 PROFESSIONAL	44,407.85	
				124558	9/2/2021	G146 TASK 2 JUNE 21 TO AU	15,904.00	
				125129	9/29/2021	G146 TASK 2 AUG 15 TO SEP	14,919.00	75,230.85
	12/21/2021	0038256	BLANTON, MICHAEL	421221	12/6/2021	G133 WORKSITE 3 PRO SERV	262.50	262.50
	12/21/2021	0045907	SAGER, MICHAEL	SAGER 12-6-21	12/8/2021	CE SITE VISIT MILEAGE	17.92	17.92

Sub total for U S BANK:	800,071.47

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0000674	GOVCONNECTION, INC.	72085128	11/9/2021	GOVCONNECTIONS - LAPTOI	694.52	694.52
	12/21/2021	0001140	OLYMPIC PRINTERS INC	29156	11/24/2021	OLYMPIC PRINTERS - RELEA	820.35	
				29158	11/24/2021	OLYMPIC PRINTERS - DEFER	753.98	
				29157	11/24/2021	OLYMPIC PRINTERS - MINUTI	318.78	1,893.11
	12/21/2021	0001179	PACIFIC OFFICE EQUIPMENT	1091385	11/30/2021	POE - DESK AND CHAIRS	1,852.86	
				1092238	11/30/2021	POE - FURNITURE	1,057.05	
				1091529	11/30/2021	POE - BLACK/COLOR TONER	45.95	
				1091526	11/30/2021	POE - BLACK TONER	34.66	
				1091527	11/30/2021	POE - BLACK TONER	10.99	
				1091528	11/30/2021	POE - BLACK TONER	0.29	3,001.80
	12/21/2021	0001509	CORDANT HEALTH SOLUTION	TC-1631011302	11/30/2021	CORDANT - RANDOM UA'S	444.05	444.05
	12/21/2021	0003410	LEMAY MOBILE SHREDDING	4725830	12/1/2021	LEMAY SHREDDING	13.65	13.65
	12/21/2021	0021386	STAPLES ADVANTAGE	8064407115	11/27/2021	STAPLES - OFFICE SUPPLIES	583.14	
				8064343232	11/20/2021	STAPLES - OFFICE SUPPLIES	63.00	
				8064487841	12/4/2021	STAPLES - OFFICE SUPPLIES	17.23	
				8064487841a	12/4/2021	STAPLES - X-STAMPER	13.11	676.48
	12/21/2021	0038549	SOUTHERN COMPUTER WARI	IN-000717714	11/24/2021	SOUTHER COMPUTER WARE	979.33	
				IN-000716174	11/10/2021	SOUTHERN COMPUTERS - S.	28.83	1,008.16
						Sub total for U S BANK:		7,731.77

Final Check List
CLALLAM COUNTY

District Court I Jury

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0028781	BEDFORD, FREDRICK	DIST121761235	12/1/2021	JURY PAYMENT	24.48	24.48
	12/21/2021	0030266	MERRILL, DAVID	DIST121704488	12/1/2021	JURY PAYMENT	39.04	39.04
	12/21/2021	0040935	GOLDING, DAVID	DIST121738349	12/1/2021	JURY PAYMENT	16.16	16.16
	12/21/2021	0041257	KUHN, VIRGINIA	DIST121721217	12/1/2021	JURY PAYMENT	32.32	32.32
	12/21/2021	0042509	LAMI, RIKI	DIST121735880	12/1/2021	JURY PAYMENT	20.08	20.08
	12/21/2021	0045891	JARVIS, DALE	DIST121686889	12/1/2021	JURY PAYMENT	21.20	21.20
	12/21/2021	0045892	ALBRIGHT, BRIAN	DIST121721739	12/1/2021	JURY PAYMENT	15.04	15.04
	12/21/2021	0045893	KELLAS, RANDY	DIST121719509	12/1/2021	JURY PAYMENT	16.72	16.72
	12/21/2021	0045894	OHARE, MAUREEN	DIST121720581	12/1/2021	JURY PAYMENT	13.36	13.36
	12/21/2021	0045895	PEARCY, ALYSIA	DIST121763425	12/1/2021	JURY PAYMENT	22.24	22.24
	12/21/2021	0045896	PETTY, JENNIFER	DIST121734849	12/1/2021	JURY PAYMENT	16.16	16.16
	12/21/2021	0045897	REIDEL GORMLEY, PATRICIA	DIST121741604	12/1/2021	JURY PAYMENT	11.12	11.12
	12/21/2021	0045898	TAYLOR, GREGORY	DIST121760391	12/1/2021	JURY PAYMENT	16.16	16.16
	12/21/2021	0045899	WILLIAMS, MATTHEW	DIST121761007	12/1/2021	JURY PAYMENT	10.56	10.56
	12/21/2021	0045900	BARNIER, DAVID	DIST121675617	12/1/2021	JURY PAYMENT	12.24	12.24
	12/21/2021	0045901	COSTELLO, SHARI	DIST121740817	12/1/2021	JURY PAYMENT	11.12	11.12
	12/21/2021	0045902	DEMPSEY, CRAIG	DIST121754057	12/1/2021	JURY PAYMENT	33.44	33.44
	12/21/2021	0045903	DENTRONE, JOSEPH	DIST121719923	12/1/2021	JURY PAYMENT	40.16	40.16
	12/21/2021	0045904	GARZA, BOBBIE	DIST121767449	12/1/2021	JURY PAYMENT	16.72	16.72
	12/21/2021	0045905	HANES, VICTOR	DIST121764099	12/1/2021	JURY PAYMENT	12.80	12.80
						Sub total for U S BANK:		401.12

Final Check List
CLALLAM COUNTY

HHS

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0000360	CLALLAM COUNTY ER&R	2021.304E	11/27/2021	OSS-VEHICLE RENT NOVEMI	1,368.00	1,368.00
	12/21/2021	0000769	IDEXX DISTRIBUTION INC	3096100111	11/18/2021	WLAB-LAB SUPPLIES	2,064.94	
				3096100110	11/18/2021	WLAB-LAB SUPPLIES	462.54	2,527.48
	12/21/2021	0000870	KONP RADIO 1450	12226-3	11/30/2021	OSS-NOVEMBER RADIO ADS	425.00	425.00
	12/21/2021	0001179	PACIFIC OFFICE EQUIPMENT	1091583	11/30/2021	EHADMIN-COPIER 10272 E/S	69.78	
				1091584	11/30/2021	OSS-COPIER 10297	29.58	99.36
	12/21/2021	0021192	SOILS APPLICATIONS LLC	110521-FINLEY	11/5/2021	OSS-FINLEY WAIVER OF FEE	248.00	248.00
	12/21/2021	0001602	SPECTRA LABORATORIES, KI	21-08743	11/23/2021	WLAB-WATER TESTING	35.00	35.00
	12/21/2021	0001179	PACIFIC OFFICE EQUIPMENT	1091588	11/30/2021	HADM - HHS ADMIN COPIER	34.67	
				1091587	11/30/2021	HADM - HHS DIRECTOR COP	3.66	38.33
	12/21/2021	0022148	CENTURYLINK BUSINESS SE	251277658	11/24/2021	HOPS - FORKS OFFICE 1-800	7.91	7.91
	12/21/2021	0000360	CLALLAM COUNTY ER&R	2021.313E	12/2/2021	HOPS - VEHICLE RENTAL - N(	32.00	32.00
	12/21/2021	0000599	FORKS OUTFITTERS	FO 11-5-21	11/30/2021	HOPS - FORKS SUPPLIES	18.41	18.41
	12/21/2021	0000593	FORKS, CITY OF	CF 12-1-21	12/1/2021	HOPS - FORKS OFFICE UTILI	64.44	64.44
	12/21/2021	0000742	HOCH CONSTRUCTION	HC 11-30-21	11/30/2021	HOPS - RESTROOM ADDITIOI	126,937.96	
				HC 11-30-21 2	11/30/2021	HOPS - 2 STORY BUILDING	3,243.33	130,181.29
	12/21/2021	0000825	JOHNSON, ANN	AJ BT 11-30-21	11/30/2021	HOPS - BUSINESS MILEAGE	188.16	188.16
	12/21/2021	0042813	LAW, LISA	LL BT 12-1-21	12/1/2021	HOPS - BUSINESS MILEAGE	7.56	7.56
	12/21/2021	0001179	PACIFIC OFFICE EQUIPMENT	1091589	11/30/2021	HOPS - PUBLIC HEALTH COP	65.55	
				1091548	11/30/2021	HOPS - PUBLIC HEALTH COP	44.90	
				1091586	11/30/2021	HOPS - FORKS COPIER	18.74	129.19
	12/21/2021	0001324	RH FAMILY LLC	FR 12-21	12/6/2021	HOPS - FORKS OFFICE RENT	800.00	
				FR 0122	12/6/2021	HOPS - FORKS OFFICE REN	800.00	1,600.00
	12/21/2021	0001433	SERENITY HOUSE OF CLALL/	SH1221	12/6/2021	HOPS - SEQUIM WIC RENT -	200.00	200.00
	12/21/2021	0001508	STERICYCLE, INC	3005797514	11/22/2021	HOPS - SYRINGE DISPOSAL	108.34	108.34
	12/21/2021	0020849	U S BANK	4318 12-6-21	12/6/2021	HOPS - EMERGENCY MEDCI/	2,603.85	
				4878 12-6-21	12/6/2021	HOPS - WAL-MART 2196 - ZO	761.59	3,365.44
	12/21/2021	0001641	VERIZON WIRELESS	9893476406	11/23/2021	HOPS - WIC PROGRAM 1 CEI	169.90	169.90
	12/21/2021	0001767	WEST WASTE & RECYCLING	0000232727	11/30/2021	HOPS - GARBAGE COLLECTI	39.09	39.09
	12/21/2021	0000591	FORKS ABUSE PROGRAM	11322-21-FAP 1(	11/17/2021	HTF - WEST END HOPE - OC	2,802.27	2,802.27
	12/21/2021	0000938	LUTHERAN COMMUNITY SER	11322-21-LCSN\	11/9/2021	HTF - HEALTHY FAMILLIES - S	5,855.88	
				11322-21-LCSNI	11/9/2021	HTF - HEALTHY FAMILIES - A(	519.96	6,375.84
	12/21/2021	0000938	LUTHERAN COMMUNITY SER	11323-21-LCSN\	11/9/2021	CD/MH - HEALTHY FAMILIES -	6,789.39	6,789.39
	12/21/2021	0037042	OFFICE DEPOT	208691483001	11/2/2021	CD/MH - OFFICE SUPPLIES	21.75	21.75

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0001209 PENINSULA BEHAVIORAL HEA	11323-21-PBH-L	11/22/2021	CD/MH - ACCESS TO BH SER	5,324.58	
			11323-21-PBH-P	11/22/2021	CD/MH - PATH OUTREACH SE	1,019.38	6,343.96
	12/21/2021	0001763 WEST END OUTREACH	11323-21-WEO	11/22/2021	CD/MH - BEHAVIORAL HEALT	1,271.22	1,271.22
					Sub total for U S BANK:		164,457.33

Final Check List
CLALLAM COUNTY

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0020849 U S BANK	52625455	12/10/2021	INVOICE 52625455	579.89	
			318074	12/10/2021	318074	550.95	
			516845	12/10/2021	516845	226.47	
			114-2741696-30	12/10/2021	114-2741696-3048267	181.44	
			1252-9717	12/10/2021	1252-9717	125.00	
			1320-2287	12/10/2021	1320-2287	119.00	
			831411	12/10/2021	831411	47.33	
			255188138	12/10/2021	255188138	29.95	
			255188139	12/10/2021	255188139	14.95	
			4725836	12/10/2021	ACCT 2185-952778-666	13.65	1,888.63
					Sub total for U S BANK:		1,888.63

Final Check List
CLALLAM COUNTY

HR Payroll.

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0016373	WESTERN CONFERENCE OF	PENNOV21	12/9/2021	TEAMSTERS PENSION TRUS	7,762.25	7,762.25
						Sub total for U S BANK:		7,762.25

Final Check List
CLALLAM COUNTY

IT

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0000268	WAVE BUSINESS	103951201-0009	12/9/2021	CPI COMBINE FIBER	5,943.53	5,943.53
	12/21/2021	0000289	CDW GOVERNMENT, INC.	M580677	12/9/2021	IT20210914A - ARTIC WOLF M	67,042.56	67,042.56
	12/21/2021	0000532	ESRI INC	96383363	12/9/2021	GIS20211206 - ESRI EEAP - G	95,400.00	95,400.00
	12/21/2021	0000674	GOVCONNECTION, INC.	70781536-B	12/9/2021	JUVI20201204B - SHIPPING C	70.68	
				70131251-B	12/9/2021	BOCC20200616 - SHIPPING C	29.24	
				70781537-B	12/9/2021	JUVI20201204A - SHIPPING C	28.29	128.21
	12/21/2021	0001179	PACIFIC OFFICE EQUIPMENT	1091540	12/9/2021	TAG 9312 - BOCC COPY COU	646.82	
				1091541	12/9/2021	TAG 8510 - IT COPY COUNTS	110.68	
				1091542	12/9/2021	MULTIMEDIA ROOM COPY CC	54.95	812.45
	12/21/2021	0001641	VERIZON WIRELESS	9893619379	12/9/2021	IT CELL PHONE DATA AND PL	999.04	999.04
	12/21/2021	0001706	CONSOLIDATED TECHNOLOG	2021110309	12/9/2021	IGN PORTION	1,332.97	1,332.97
	12/21/2021	0001828	NIKOLA ENGINEERING INC	48635	12/9/2021	FORKS FIBER	205.70	
				48634	12/9/2021	BLYN JUSTICE CENTER HIGH	55.00	260.70
	12/21/2021	0003410	LEMAY MOBILE SHREDDING	4725829	12/9/2021	IT SHREDDING SERVICES	26.00	26.00
	12/21/2021	0004211	CENTURYLINK	3604172850-12C	12/9/2021	DID ROLLOVER (PRI)	1,350.36	
				206T222202-12C	12/9/2021	COURTHOUSE T-1 #2	490.14	
				206T313735-12C	12/9/2021	COURTHOUSE T-1	490.14	
				3604574863-12C	12/9/2021	JUVIE FAX LINES (3)	282.26	
				206T211472-12C	12/9/2021	FORKS T-1 LINE	233.16	
				3605651032-12C	12/9/2021	MODEM POOL	132.63	
				3606832263-12C	12/9/2021	SEQUIM SHERIFF #2	85.11	
				3604574397-12C	12/9/2021	JUVIE COURTOOM FAX	66.03	
				3606832192-12C	12/9/2021	SEQUIM SHERIFF #1	63.20	
				3604576843-12C	12/9/2021	JUVIE PHONE SWITCH	59.69	
				3604570323-12C	12/9/2021	PA SHOP PHONE SWITCH	59.69	
				206T414008-12C	12/9/2021	SHERIFF COURTHOUSE LINE	56.84	
				206T413216-12C	12/9/2021	JUVIE COURT	41.17	
				206T415684-12C	12/9/2021	ALARMS	4.38	3,414.80

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0020849	U S BANK	11181112472373	12/9/2021	IT20211116 - HEADPHONES, T	321.89	
				11353970189539	12/9/2021	DC120211110 - IT EQUIPMENT	217.05	
				B1-385915980	12/9/2021	IT20211209 - HI SPEED INTER	144.86	
				11164933803258	12/9/2021	IT20211113 - BOOKS	122.25	
				3211110-8463-77	12/9/2021	IT20211112 - TEXT TO TALK S	107.42	
				5XA99775CX590	12/9/2021	IT20211201 - REMOTE ASSIST	99.00	
				5832119-124899	12/9/2021	IT20211109 - MISC OFC SUPP	96.52	
				11300197727847	12/9/2021	IT20211110B - SHRINK WRAP	71.46	
				11363365183812	12/9/2021	IT20211110A - FROSTED POLY	45.69	
				INV114743370	12/9/2021	ZOOM DID # (NOV)	9.80	
				11343772805253	12/9/2021	IT20211110 - AMAZON REFUN	-21.64	1,214.30
	12/21/2021	0023718	AT&T	3604574863LD-1	12/9/2021	JUVIE FAX LINES LONG DIST	68.37	
				3604574397LD-1	12/9/2021	JUVIE COURTOOM FAX LONG	46.70	
				03060240160011	12/9/2021	WEST END TOLL FREE LINE	32.96	148.03
	12/21/2021	0031480	CAROUSEL INDUSTRIES OF N	2616338	12/9/2021	IT20211116A - AVAYA CAROUS	27,285.73	
				2616367	12/9/2021	IT20211116A - CAROUSEL AVA	3,125.61	
				2616364	12/9/2021	IT20211116A - CAROUSEL AVA	1,562.80	
				2616363	12/9/2021	IT20211116A - AVAYA PHONE I	1,562.80	33,536.94
	12/21/2021	0033533	SPOK INC	581927	12/9/2021	IT20211207 - SPOK ENTERPR	9,301.61	9,301.61
	12/21/2021	0038549	SOUTHERN COMPUTER WAR	IN-000718199	12/9/2021	DCD20211130 - LAPTOP STRE	678.49	678.49
	12/21/2021	0043864	ZOOM VIDEO COMMUNICATIC	INV119850924	12/9/2021	ZOOM DIRECT DIAL IN	9.80	9.80
	12/21/2021	0044925	A SYSTEMS INTEGRATOR INC	4414	12/9/2021	IT20210922 - AS400 APPLICAT	9,683.00	9,683.00
	12/21/2021	0045293	LUMEN	254213540	12/9/2021	TRUNK 1 - LEVEL 3	1,271.90	1,271.90
						Sub total for U S BANK:		231,204.33

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0000890	LANGUAGE LINE SERVICES, I	10409684	11/30/2021	PRO SVCS	5.19	5.19
	12/21/2021	0001149	OLYMPIC STATIONERS INC	96670	12/7/2021	AWARDS AND RECOGNITION	49.81	49.81
	12/21/2021	0001179	PACIFIC OFFICE EQUIPMENT	1091770	11/30/2021	EQUIP-REPAIR/MAINT	172.97	
				1091771	11/30/2021	EQUIP-REPAIR/MAINT	112.59	
				1091386	11/30/2021	EQUIP-REPAIR/MAINT	12.54	
				1091773	11/30/2021	EQUIP-REPAIR/MAINT	6.82	
				1091772	11/30/2021	EQUIP-REPAIR/MAINT	2.59	307.51
	12/21/2021	0001243	PITNEY BOWES - RESERVE A	PSTGE-1221	12/6/2021	POSTAGE	4,300.00	
				3314701553	11/25/2021	LEASE-PITNEY BOWES	323.59	4,623.59
	12/21/2021	0001252	PORT ANGELES, CITY OF	102021PA	11/30/2021	UTILITIES-CITY OF PA	4,601.22	4,601.22
	12/21/2021	0001262	PORT OF PORT ANGELES	174903	12/1/2021	BUILDING/OFFICE RENTAL-L/	2,572.86	2,572.86
	12/21/2021	0001547	SYSCO FOOD SERVICES OF S	355987557	12/8/2021	DET FOOD	259.99	259.99
	12/21/2021	0004392	LAWRENCE, MARY	113021ML	11/30/2021	CAP VOL-MILEAGE	10.08	10.08
	12/21/2021	0017787	DAIRY FRESH FARMS INC	8182133509	12/1/2021	DET FOOD	64.43	
				8182134208	12/8/2021	DET FOOD	34.31	98.74
	12/21/2021	0019585	STEICHEN, GAILEN	113021GS	11/30/2021	CAP VOL-MILEAGE	104.50	104.50
	12/21/2021	0022041	THOMAS SHERRY, M.S.	4436	11/30/2021	PRO SVCS-SSODA	200.00	
				4437	11/30/2021	PRO SVCS-SSODA	200.00	
				4435	11/30/2021	PRO SVCS-SSODA	200.00	
				4438	11/30/2021	PRO SVCS-SSODA	100.00	700.00
	12/21/2021	0028699	SOUND PUBLISHING INC	PDN944162	12/1/2021	ADVERTISING-LEGAL NOTICI	56.88	56.88
	12/21/2021	0039632	COLE, MILTON	113021MC	11/30/2021	CAP VOL-MILEAGE	117.60	117.60
	12/21/2021	0041147	AMERIGAS PROPANE LP	3129343464	11/24/2021	UTILITIES	1,596.71	1,596.71
	12/21/2021	0041605	HOME DEPOT PRO	654961192	11/24/2021	DET SUPPLIES	196.49	
				654716406	11/23/2021	DET SUPPLIES	45.04	241.53
	12/21/2021	0042355	BRILEY, JUDITH	113021JB	11/30/2021	CAP VOL-MILEAGE	26.88	26.88
						Sub total for U S BANK:		15,373.09

Final Check List
CLALLAM COUNTY

Juv Svcs (2)

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0020849	U S BANK	045235	11/30/2021	AWARDS AND RECOGNITION	450.00	
				3466744	11/15/2021	LICENSE AND CERTIFICATIOI	302.50	
				113118	11/1/2021	SOFTWARE LICENSE-RELIAT	217.61	
				112925	10/1/2021	SOFTWARE LICENSE-RELIAT	217.60	
				A336CAC0-0001	10/7/2021	REGISTRATION-CHILDREN AI	200.00	
				745220654	10/27/2021	ADVERTISING-LEGAL NOTICI	198.90	
				745222490	10/28/2021	ADVERTISING-LEGAL NOTICI	198.90	
				041771	11/8/2021	DET FOOD & SUPPLIES-COS'	193.94	
				3299-1	12/1/2021	SOFTWARE LICENSE-CASA M	156.00	
				112221WSDOT	11/22/2021	TRAVEL/BUSINESS - WSDOT	75.00	
				014630	12/1/2021	TRVL BUS-WA STATE FERRY	56.70	
				048918	11/22/2021	DET FOOD & SUPPLIES-COS'	56.00	
				00085489	12/1/2021	TRVL BUS-SAFEWAY	50.00	
				033676	12/1/2021	AWARDS AND RECOGNITION	50.00	
				010749	11/22/2021	DET FOOD & SUPPLIES-WALI	44.70	
				034337	11/8/2021	DET FOOD & SUPPLIES-WALI	34.86	
				111-3222230-597	11/16/2021	AWARDS AND RECOGNITION	30.40	
				072609	11/8/2021	DET FOOD-FRANZ	20.84	
				4725827	12/1/2021	PRO SVCS-LEMAY MOBILE SI	20.45	
				035499034008	11/12/2021	CAP MINOR EQUIP-SEARS	-38.06	2,536.34
						Sub total for U S BANK:		2,536.34

Final Check List
CLALLAM COUNTY

Law Library

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0000907	LEXISNEXIS	3093596209	11/30/2021	LEXIS ADVANCE ONLINE SHE	286.00	286.00
	12/21/2021	0001764	WEST PAYMENT CENTER, TH	845199611	10/4/2021	WASHINGTON COURT RULES	554.89	554.89
						Sub total for U S BANK:		840.89

Final Check List
CLALLAM COUNTY

Nov Weeds

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0000360	CLALLAM COUNTY ER&R	2021.321E	12/8/2021	NOV RDS=45, PLANTING	131.93	131.93
	12/21/2021	0000933	LUCERO, CATHLEEN	025601	12/8/2021	POSTAGE,CERTIFIED LETTEI	7.58	7.58
	12/21/2021	0001641	VERIZON WIRELESS	9892885241	12/8/2021	GEN=1.38, FS=1.38	2.76	2.76
						Sub total for U S BANK:		142.27

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0000034	AIR FLO HEATING CO	60215096	12/9/2021	JAIL CONTROL ROOM CLEAN	1,234.88	1,234.88
	12/21/2021	0000091	ANGELES MILLWORKS & LUM	301239	12/9/2021	FG PRESSURE TREATED 2X6	478.25	
				300895	12/9/2021	DL DECKING MATERIALS FOR	473.85	
				300957	12/9/2021	FG DECK SCREWS POWER E	93.55	
				301019	12/9/2021	SC TEE INSULATION VINYL T/	77.77	1,123.42
	12/21/2021	0000172	BAXTER A/P OFFICE	19195	12/9/2021	FG FORKLIFT PARTS	109.18	109.18
	12/21/2021	0000290	CED/STUSSER - SEATTLE	5948-1012918	12/9/2021	FG LIGHT AND FIXTURE FOR	244.80	
				5948-1012780	12/9/2021	JUV LIGHT BOLLARDS	208.90	
				5948-1012829	12/9/2021	CH LED BULBS	22.72	476.42
	12/21/2021	0000332	CLALLAM CO AUDITORS TAX	PFF 11/2021	12/9/2021	PFF NOV 2021 EXCISE TAX	1,083.74	1,083.74
	12/21/2021	0000360	CLALLAM COUNTY ER&R	2021.301E	12/9/2021	PFF Q4 2021 ERR	13,181.34	13,181.34
	12/21/2021	0000427	CRESCENT WATER ASSOCIA	507 11/21	12/9/2021	SC NOV WATER	199.14	199.14
	12/21/2021	0000427	CRESCENT WATER ASSOCIA	459 11/2021	12/9/2021	FWB NOV WATER	50.00	50.00
	12/21/2021	0000546	EXPRESS SERVICES, INC	26448912	12/9/2021	CH COVID WK END 12/5 M KE	4,215.87	4,215.87
	12/21/2021	0000659	GLASS SERVICES CO., INC	52220	12/9/2021	VET CLEAR TEMPER INSULA	701.76	701.76
	12/21/2021	0000677	GRAINGER INC	9124340044	12/9/2021	CH COVID PLEXIGLAS	995.20	
				9142304501	12/9/2021	CH DELINEATOR POST TELE	406.43	
				9139635073	12/9/2021	CH FINISH SANDER BARRICA	339.55	
				9142443440	12/9/2021	CH JOBBER DRILL LED BULB	141.79	1,882.97
	12/21/2021	0000725	HEARTLINE, THE	a18109	12/9/2021	2010PR JAW RUN ROCK	47.33	47.33
	12/21/2021	0001036	MURREYS OLYMPIC DISPOSA	6889698	12/9/2021	SC NOV GARBAGE	1,029.58	
				6890480	12/9/2021	CH NOV RECYCLE	416.53	
				6889683	12/9/2021	DRA NOV GARBAGE	384.60	
				6891063	12/9/2021	SC NOV RECYCLE	305.69	
				6890569	12/9/2021	CH NOV RECYCLE	87.34	
				6891064	12/9/2021	DRA NOV RECYCLE	76.66	
				6890532	12/9/2021	VET NOV RECYCLE	33.03	2,333.43
	12/21/2021	0001198	PART WORKS INC, THE	inv74521	12/9/2021	CH PLUMBING SUPPLIES	1,702.59	1,702.59
	12/21/2021	0001252	PORT ANGELES, CITY OF	63871-98716 11/	12/9/2021	CH NOV UTIL AND GARBAGE	17,480.98	
				63871-147906 1	12/9/2021	CH NOV UTIL	2,987.48	
				60327-89776 11/	12/9/2021	3RD ST NOV UTIL AND GARB	724.32	21,192.78
	12/21/2021	0001258	PORT ANGELES POWER EQU	52505	12/9/2021	M TREE SAW	551.14	
				97979690	12/9/2021	FG ENG OIL TRIMMER LINE	88.95	640.09

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0001300	PUBLIC UTILITY DISTRICT	22216 11/21	12/9/2021	CDJ NOV ELECT	412.23	
				25839 11/21	12/9/2021	DRA NOV ELECT	290.01	
				22650 11/21	12/9/2021	CB NOV ELECT AND WATER	220.65	
				25837 11/21	12/9/2021	DRA NOV ELECT	218.91	
				57419 11/21	12/9/2021	DL NOV ELECT	135.34	
				25840 11/21	12/9/2021	DRA NOV ELECT	112.09	
				25838 11/21	12/9/2021	DRA NOV ELECT	48.38	
				126922 11/21	12/9/2021	SMPK LKPLSNT UNMETERED	13.78	
				54219 11/21	12/9/2021	SMPK W LKPLSNT UNMETER	13.78	1,465.17
	12/21/2021	0001331	RAINBOW SWEEPERS, INC.	42744	12/9/2021	CH DE-ICE SERV 12/6/21	179.52	
				42745	12/9/2021	JUV DE-ICE SERV 12/6/21	161.84	341.36
	12/21/2021	0001540	SWAIN'S GENERAL STORE IN	293657	12/9/2021	CH MISC SUPPLIES	102.65	
				293878	12/9/2021	2011FAC TIEDOWNS WRAP M	83.65	
				293759	12/9/2021	SMPK LKPLSNT BARRIET STI	56.45	
				293820	12/9/2021	JUV CHANNEL LOCK WASHE	48.57	
				293627	12/9/2021	CH LAMPHOLDER SOCKET E	40.83	
				293786	12/9/2021	CH MISC BUILDING SUPPLIES	25.01	
				293662	12/9/2021	SMPK LKPLSNT FLOAT FOR S	22.78	
				293817	12/9/2021	CH CLAMLITE PLUG FOR CHI	6.46	386.40
	12/21/2021	0001641	VERIZON WIRELESS	9893536600	12/9/2021	ADM CH JUV FG NOV SMART	302.10	302.10
	12/21/2021	0001769	WESTERN DETENTION PROD	20212016	12/9/2021	2008FAC JAIL LOCK REPLACI	3,961.14	3,961.14
	12/21/2021	0002527	PORT ANGELES CHAMBER OI	93385	12/9/2021	FG NOV 21-NOV 22 MEMBERS	72.00	72.00
	12/21/2021	0020849	U S BANK	Amaz 2932230	12/9/2021	FG KIDS DAY PRIZES	789.76	
				Amaz-5117800	12/9/2021	FG SLIP RESISTANT RUGS F(	293.64	
				US Flag S07861	12/9/2021	CH US WA ST POW FLAGS 5)	219.67	
				amaz 8750633	12/9/2021	DRA DOGGIE DOO BAGS	168.32	
				Amaz 7726617	12/9/2021	SC DOGGIE DOO BAGS	168.32	
				Amaz 6305821	12/9/2021	FG KIDS DAY BAG SUPPLIES	152.25	
				Viasat CDJ 12/2	12/9/2021	CDJ SATELLITE INTERNET	95.65	
				Amaz 2301035	12/9/2021	ADM CALENDARS	70.65	
				Viasat SC 12/21	12/9/2021	SC SATELLITE INTERNET	70.64	
				amaz 7141854	12/9/2021	ADM CALENDARS	63.10	
				Amaz5105049	12/9/2021	CH SANDBLASTING KIT	36.98	
				Amaz 4185815	12/9/2021	FG KIDS DAY BAG SUPPLIES	30.44	
				Amaz 2239416	12/9/2021	ADM CALENDARS	22.66	2,182.08

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0024320	LEO'S FLOORING	Leo 11/10/2021	12/9/2021	2007FAC CARPET TILE REPL/	440.64	440.64
	12/21/2021	0026284	QUARRY, THE	31071	12/9/2021	SMPK SAND BLASTING SANI	22.78	22.78
	12/21/2021	0026609	IOFFRIDA, SHARI	Dec 2021	12/9/2021	FG 2021 PETTY CASH RECOI	82.53	82.53
	12/21/2021	0026957	LEITZ FARMS INC	29227	12/9/2021	FG 2.5 GAL KILLZALL	119.33	119.33
	12/21/2021	0033438	AHBL INC	128691	12/9/2021	1710CH CIVIL REVISIONS	1,250.00	1,250.00
	12/21/2021	0035842	CLALLAM CO PARKS CREDIT	NOV 2021	12/9/2021	SC DRA NOV 2021 ONLINE C(	330.75	330.75
	12/21/2021	0036208	ARROW SEPTIC INC	CCPD821	12/9/2021	SC JUV SMPK CXT PUMP	4,806.55	
				ccpd1221	12/9/2021	DL JUV SMPK CXT VAULT PUI	2,007.25	6,813.80
	12/21/2021	0037225	JACKSON, DALE	817-21-01 12/1/2	12/9/2021	2006FAC EOC RELOCATION F	4,005.00	4,005.00
	12/21/2021	0041605	HOME DEPOT PRO	653087932	12/9/2021	CH COVID PAPER TOWELS B	1,255.95	
				654174762	12/9/2021	FG BROOM AND DUST PAN	74.54	1,330.49
						Sub total for U S BANK:		73,280.51

Final Check List
CLALLAM COUNTY

Prosecutor

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0000546	EXPRESS SERVICES, INC	26387876	12/9/2021	EXPRESS	1,388.80	1,388.80
	12/21/2021	0001113	OFFICE DEPOT, INC	211912618001	12/9/2021	OFFICE SUPPLIES	43.59	
				2119131157001	12/9/2021	OFFICE SUPPLIES	6.85	50.44
	12/21/2021	0001179	PACIFIC OFFICE EQUIPMENT	1091578	12/9/2021	POE CONTRACT	310.04	
				1091577	12/9/2021	POE CONTRACT	283.98	
				1091579	12/9/2021	POE CONTRACT	193.79	
				1091580	12/9/2021	POE CONTRACT	75.22	
				1091576	12/9/2021	POE CONTRACT	41.62	904.65
	12/21/2021	0020849	U S BANK	845269443	12/9/2021	WESTLAW	3,467.33	
				845361965	12/9/2021	WESTLAW	398.23	
				435482	12/9/2021	HOTEL STAY	190.18	
				435510	12/9/2021	HOTEL STAY FOR KIESEL	115.23	
				129	12/9/2021	HOTEL STAY	115.23	
				434524	12/9/2021	HOTEL STAY	115.23	
				1118639	12/9/2021	OFFICE SUPPLIES	107.63	
				0894656	12/9/2021	OFFICE SUPPLIES	69.55	
				9123415	12/9/2021	OFFICE SUPPLIES	56.48	
				4305027	12/9/2021	OFFICE SUPPLIES	39.43	
				1535670	12/9/2021	LEMAY	32.55	
				1533377	12/9/2021	LEMAY SHREDDING	13.65	
				5017008	12/9/2021	OFFICE SUPPLIES	8.69	4,729.41
	12/21/2021	0040035	O'DONNELL, ALISON	7020129136345	12/9/2021	REIMBURSEMENT	7.58	7.58
						Sub total for U S BANK:		7,080.88

Final Check List
CLALLAM COUNTY

Public Works ER+R

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0000172	BAXTER A/P OFFICE	15663-11742	12/10/2021	SLB St Ultra - PA 117	31.69	
				15663-11747	12/10/2021	H11 bulbs;Return: SLB St Ultra	24.75	56.44
	12/21/2021	0000299	CERTIFIED LABORATORIES	7574115	11/9/2021	Pro-brite, luster-guard - SQ	749.54	749.54
	12/21/2021	0000329	CO-OP FARM AND GARDEN, T	59429	12/6/2021	Propane - SQ 839	23.07	23.07
	12/21/2021	0000332	CLALLAM CO AUDITORS TAX	11/21SUT-50301	11/30/2021	Sales & Use Tax - 50301 243	29.38	29.38
	12/21/2021	0000377	PACWEST MACHINERY LLC	20350537	10/19/2021	Fiber mats; ruber plate - PA 103	842.50	
				20350606	10/21/2021	Rubber plate - PA 1037	295.60	1,138.10
	12/21/2021	0000555	FASTENAL COMPANY	WAPOR85965	11/18/2021	Gloves - SQ	80.93	80.93
	12/21/2021	0000599	FORKS OUTFITTERS	2DEC2021	12/2/2021	Garden & tank sprayers - WE	85.68	85.68
	12/21/2021	0000772	INDUSTRIAL HYDRAULICS IN	A336853	12/7/2021	Reusable fittings - PA 243	84.73	84.73
	12/21/2021	0001036	MURREYS OLYMPIC DISPOSA	6889709	12/1/2021	Garbage service - SQ	192.08	192.08
	12/21/2021	0001252	PORT ANGELES, CITY OF	152934/4358 DE	12/3/2021	Utility charges - PA	3,542.17	3,542.17
	12/21/2021	0001255	PRICE FORD LINCOLN MERCI	5041239	12/9/2021	Sensor - exhaust gas - PA S335	222.63	
				5041232	12/9/2021	Valve asy, evaporator e - PA 16	82.32	
				5041194	12/7/2021	Spark plugs - PA S338	68.15	373.10
	12/21/2021	0001300	PUBLIC UTILITY DISTRICT	22716/12022021	12/2/2021	Elect. utility chg, 384 Frontier-C	170.44	170.44
	12/21/2021	0001405	LES SCHWAB TIRE CENTERS	38000695005	12/7/2021	Tires 11R-24.5/16 steel tracti - F	2,824.08	2,824.08
	12/21/2021	0001551	TACOMA SCREW PRODUCTS	140026977-00	12/7/2021	Galv. washers, hex nuts - PA	92.20	92.20
	12/21/2021	0001781	WHITEHEADS AUTO PARTS IN	210490	11/10/2021	Fuel filters - LC Stores	226.55	
				212150	12/2/2021	Degreaser - LC	140.49	
				211114	11/17/2021	Lamps - LC Stores	38.54	
				212734	12/9/2021	HD oil filter strap - WE	35.59	
				212171	12/2/2021	Wiper blades 22 - WE 165	28.01	
				212766	12/9/2021	Oil filters - PA 855	27.86	497.04
	12/21/2021	0017663	ARAMARK UNIFORM SVCS IN	512000204981	12/7/2021	Laundry services - PA	18.09	
				512000201071	12/2/2021	Laundry services - SQ	16.32	
				512000205596	12/9/2021	Laundry services - SQ	16.32	
				512000201030	12/2/2021	Laundry services - WE	16.28	
				512000205555	12/9/2021	Laundry services - WE	16.28	83.29

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0020849	U S BANK	0328-5498633	11/23/2021	Amzn:Ltg.Sales-Rear-view CCI	181.41	
				0328-8217062	10/15/2021	AMZN: Keadic: pol.disc kit; buff	50.96	
				0328-5522021	11/23/2021	Bolts, hooks, wire plugs,screws	43.77	
				0328-8185826	11/5/2021	AMZN: Apartsz: Wix fuel filter -	40.96	
				0328-3614315	11/15/2021	H.Depot:4 pk dim - SQ 20-B102	10.77	
				0328-4623787	11/24/2021	NM clamp conn. - SQ 20-B100	2.55	330.42
	12/21/2021	0022435	RACE STREET AUTO PARTS	564273	12/3/2021	Cable 10G8 250ACLMP - PA 15	16.85	
				564274	12/3/2021	Cable 10G8 250ACLMP - PA 57	16.85	
				564652	12/6/2021	Incandescent Sld Bms - PA Sto	13.40	47.10
	12/21/2021	0036553	BRAKE & CLUTCH SUPPLY IN	667184	12/3/2021	Latch asy bar w/acorn - PA Stor	268.08	268.08
	12/21/2021	0038943	SIX ROBBLEES INC	2-769032	12/6/2021	U joints - PA Stores	98.31	98.31
	12/21/2021	0040272	MATT'S TOOLS USA LLC	122216	11/23/2021	OTCUA27 27.5 ton und axle jac	3,262.90	
				120946 CORR	9/28/2021	MLW2792 M18 bluetooth jobsite	301.92	
				116283 CORR	3/2/2021	Digital caliper - PA 20-SMTOOL	48.95	
				116283 CR	3/2/2021	Digital caliper - PA 20-SMTOOL	-48.95	
				120946 CR	9/28/2021	MLW2792 M18 bluetooth jobsite	-301.92	3,262.90
	12/21/2021	0042872	PROPANE NORTHWEST	1505515306	12/6/2021	Propane delivery - SQ	574.35	
				1505556279	12/9/2021	Propane delivery - LC	122.53	
				1505479594	12/1/2021	Tank rental fee - SQ	1.00	697.88
	12/21/2021	0043469	PETROCARD	433018-IN	12/2/2021	Windshield washer fluid - LC	44.38	44.38
	12/21/2021	0045890	TEREX GLOBAL GMBH	5003591210	12/8/2021	Load assy, harnesses, sensor -	1,045.36	
				5003585536	12/3/2021	Latach guard,L.rotary, g.strutts-	261.77	1,307.13
						Sub total for U S BANK:		16,078.47

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0000091	ANGELES MILLWORKS & LUM	299179	11/2/2021	MAINTENANCE SUPPLIES - P	285.73	
				301254	12/8/2021	MAINTENANCE SUPPLIES - C	15.01	
				301529	12/13/2021	MAINTENANCE SUPPLIES - C	14.13	
				301533	12/13/2021	MAINTENANCE SUPPLIES - C	13.96	328.83
	12/21/2021	0000196	BILLS PLUMBING & SANIKAN	S3642334	12/15/2021	12/21~01/22 SQ SHOP SANIK/	95.00	95.00
	12/21/2021	0000331	CLALLAM COUNTY AUDITOR	21-137862	12/2/2021	QUIT CLAIM DEED	204.50	204.50
	12/21/2021	0000332	CLALLAM CO AUDITORS TAX	11/21SUT-10101	11/30/2021	11/21 SALES AND USE TAX	86.06	86.06
	12/21/2021	0000360	CLALLAM COUNTY ER&R	2021.318E	12/6/2021	11/21 SIGNS USED FROM INV	1,066.31	
				2021.319E	12/6/2021	11/21 RENTAL OF FACILITIES	8,000.00	
				2021.320E	12/6/2021	11/21 MONTHLY TRUCK REN1	11,300.06	20,366.37
	12/21/2021	0000363	CLALLAM COUNTY SHERIFF	2021CHNGNGQ	12/15/2021	2021 Q4 CHAINGANG HOURS	54,194.25	54,194.25
	12/21/2021	0000377	PACWEST MACHINERY LLC	20350641	10/22/2021	RENTAL ROLLER - SQ	5,548.80	5,548.80
	12/21/2021	0000546	EXPRESS SERVICES, INC	26387851-10101	11/23/2021	11/15/21~11/21/21 ROADS	3,514.02	
				26414698-10101	12/1/2021	11/22/21~11/28/21 ROADS	4,065.45	7,579.47
	12/21/2021	0000561	FERGUSON ENTERPRISES IN	9885225	11/18/2021	MAINTENANCE SUPPLIES - S	7,046.42	7,046.42
	12/21/2021	0000599	FORKS OUTFITTERS	C03290033 1262	12/6/2021	MAINTENANCE SUPPLIES - L	38.56	38.56
	12/21/2021	0000709	HARBOR SAW & SUPPLY	681731	11/17/2021	MAINTENANCE SUPPLIES - L	47.76	
				683312	12/1/2021	MAINTENANCE SUPPLIES - L	228.37	
				683315	12/1/2021	MAINTENANCE SUPPLIES - S	954.67	
				683427	12/2/2021	MAINTENANCE SUPPLIES - L	508.20	
				683550	12/2/2021	MAINTENANCE SUPPLIES - P	228.37	1,967.37
	12/21/2021	0000918	LINCOLN STREET STATION	197065	12/6/2021	SURVEY TO MTO BATTERY	21.79	21.79
	12/21/2021	0001036	MURREYS OLYMPIC DISPOSA	6892329	12/1/2021	11/21 ELWHA KIOSK GARBAG	255.02	255.02
	12/21/2021	0001156	OLYPEN INC	211211-0016	12/11/2021	12/21~01/22 MLS, OLS	40.50	40.50
	12/21/2021	0001211	PENINSULA DAILY NEWS	PD-582563 2022	12/6/2021	52 WEEK RENEWAL	156.00	156.00
	12/21/2021	0001253	PORT ANGELES SOLID WAST	73836	12/8/2021	LITTER PICKUP - SQ	141.48	141.48
	12/21/2021	0001300	PUBLIC UTILITY DISTRICT	30702-120621	12/6/2021	10/31/21~12/01/21 66 LOWER	47.25	47.25
	12/21/2021	0001540	SWAIN'S GENERAL STORE IN	293653	12/3/2021	GENERAL SUPPLIES - ENGIN	21.73	
				293833	12/7/2021	MAINTENANCE SUPPLIES - P	27.17	48.90
	12/21/2021	0001551	TACOMA SCREW PRODUCTS	140028776-00	12/7/2021	MAINTENANCE SUPPLIES - P	215.42	
				140028885-00	12/7/2021	MAINTENANCE SUPPLIES - D	100.13	315.55
	12/21/2021	0001614	UNITED STATES DOSIMETRY	02380	11/30/2021	INDIVIDUAL Q REPORTS	64.14	64.14
	12/21/2021	0001635	UTILITIES UNDERGROUND LC	1110246	11/30/2021	11/21 EXCAVATION NOTIFICA	208.98	208.98

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0017663	ARAMARK UNIFORM SVCS IN	512000201028	12/2/2021	LAUNDRY SERVICE - LC	16.28	
				512000201070	12/2/2021	LAUNDRY SERVICE - SQ	16.27	
				512000204983	12/7/2021	LAUNDRY SERVICE - PA	16.32	
				512000205554	12/9/2021	LAUNDRY SERVICE - LC	16.28	
				512000205595	12/9/2021	LAUNDRY SERVICE - SQ	16.28	81.43
	12/21/2021	0020849	U S BANK	0328-0521378	11/18/2021	HOME DEPOT - SQ MAINT SU	54.33	
				0328-069209	11/23/2021	HARBOR FREIGHT - SQ MAIN	126.14	
				0328-09291001C	10/31/2021	HOME DEPOT - DUPLICATE E	-63.04	
				0328-8010510	11/30/2021	HOME DEPOT - SQ MAINT SU	63.19	
				0328-AMZNSQ	10/18/2021	AMAZON - SQ MAINT SUPPLI	50.96	
				0328-G68543	11/30/2021	COASTAL - SQ MAINT SUPPL	70.44	
				0328-SMW9NFE	10/8/2021	AMAZON - PA SUPP RETURN	-62.92	
				3953-0498628	12/2/2021	AMAZON - ADMIN SUPPLIES	13.01	
				3953-0791-11/21	11/6/2021	CENTURYLINK - 300510791	661.56	
				3953-1356-11/21	11/6/2021	CENTURYLINK - 300561356	251.08	
				3953-202545436	12/3/2021	WASTECONNECT - DPRA GA	260.04	
				3953-2452284	11/12/2021	NWMLS - 2022 DUES FOR LIN	420.00	
				3953-4313033	12/2/2021	AMAZON - SURVEY SUPPLIES	27.06	
				3953-7688239	11/29/2021	AMAZON - ACCT SUPPLIES	19.49	
				6048-2226661	11/10/2021	AMAZON - FAC MAINT SUPPL	58.08	
				6048-3611418	11/19/2021	AMAZON - FAC MAINT SUPPL	54.22	
				6048-6085833	11/19/2021	AMAZON - FAC MAINT SUPPL	30.71	
				7330-121321029	11/6/2021	AMAZON - PA MAINT SUPPLIE	32.61	
				7330-2877816	10/8/2021	AMAZON - PA MAINT SUPPLIE	20.66	
				7330-3905831	11/14/2021	AMAZON - PA MAINT SUPPLIE	220.76	
				7330-7432238	10/8/2021	AMAZON - PA MAINT SUPPLIE	56.55	
				7330-8732201	11/12/2021	AMAZON - PA MAINT SUPPLIE	38.03	2,402.96
	12/21/2021	0021386	STAPLES ADVANTAGE	3493730161	11/22/2021	MAINTENANCE SUPPLIES - S	87.17	
				3494548916	11/22/2021	GENERAL SUPPLIES - ADMIN	1.90	
				3494548917	11/30/2021	GENERAL SUPPLIES - SURVE	73.61	162.68
	12/21/2021	0021541	ALLEN PRECISION EQUIPMEN	878514	12/3/2021	FIELD SUPPLIES - SURVEY	99.69	99.69
	12/21/2021	0021614	HAYES INSTRUMENT CO LLC	792391	12/6/2021	FIELD SUPPLIES - SURVEY	45.27	
				792398	12/6/2021	FIELD SUPPLIES - SURVEY	55.65	100.92
	12/21/2021	0022435	RACE STREET AUTO PARTS	564327	12/3/2021	MAINTENANCE SUPPLIES - P	81.99	81.99

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0026348	ENVIROTECH SERVICES INC	CD202201843	11/4/2021	MAINTENANCE SUPPLIES - P	7,519.78	
				CD202201844	11/15/2021	MAINTENANCE SUPPLIES - S	6,987.08	
				CD202201845	11/15/2021	MAINTENANCE SUPPLIES - P	7,028.41	
				CD202202171	11/18/2021	MAINTENANCE SUPPLIES - L	4,817.40	26,352.67
	12/21/2021	0033609	INTERWEST CONSTRUCTION	C1257 EST 1	12/6/2021	C1257 ESTIMATE 1	86,977.58	86,977.58
	12/21/2021	0041605	HOME DEPOT PRO	650646144	11/2/2021	MAINTENANCE SUPPLIES - D	91.13	91.13
	12/21/2021	0043469	PETROCARD	C833794	11/30/2021	11/21 SHOP FUEL CHARGES	208.36	208.36
						Sub total for U S BANK:		215,314.65

Final Check List
CLALLAM COUNTY

Public Works

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0000335	CLALLAM COUNTY DEPT OF,	G30#2 20211011	12/1/2021	DUNGENESS PHASE 1 ESA -	589.44	589.44
	12/21/2021	0000332	CLALLAM CO AUDITORS TAX	11/21SUT-41401	11/30/2021	11/21 SALES AND USE TAX	411.51	411.51
	12/21/2021	0001058	NCL OF WISCONSIN INC	463070	11/29/2021	MAINTENANCE SUPPLIES - W	218.09	218.09
	12/21/2021	0001300	PUBLIC UTILITY DISTRICT	22718-120221	12/2/2021	10/28/21~11/30/21 410 FRONT	917.91	
				23193-112921	11/29/2021	10/22/21~11/24/21 HWY 112	352.29	
				22602-120221	12/2/2021	10/28/21~11/30/21 BOGACHIEI	287.77	1,557.97
	12/21/2021	0021386	STAPLES ADVANTAGE	3493729658	11/22/2021	MAINTENANCE SUPPLIES - W	42.41	42.41
	12/21/2021	0020849	U S BANK	3953-1116-11/21	11/6/2021	CENTURYLINK - 300561116	473.56	
				3953-22MALAKC	11/12/2021	WEF - 2022 MALAKOFF MEMI	210.00	683.56
	12/21/2021	0001641	VERIZON WIRELESS	9893442747-414	11/22/2021	11/21 CELL CHARGES	66.27	66.27
	12/21/2021	0000332	CLALLAM CO AUDITORS TAX	11/21SUT-42401	11/30/2021	11/21 SALES AND USE TAX	213.76	213.76
	12/21/2021	0020849	U S BANK	6048-3663451	11/10/2021	AMAZON - LIFT STATION SUP	28.80	28.80
	12/21/2021	0001641	VERIZON WIRELESS	9893562065	11/23/2021	11/21 MACHINE TO MACHINE	100.04	100.04
	12/21/2021	0000348	CLALLAM COUNTY DEPT OF,	21-0764	12/6/2021	WATER TESTING SERVICES	99.00	99.00
	12/21/2021	0000546	EXPRESS SERVICES, INC	26387851-43401	11/23/2021	11/15/21~11/21/21 BULLMAN E	571.17	
				26414698-43401	12/1/2021	11/22/21~11/28/21 BULLMAN E	226.53	797.70
	12/21/2021	0001300	PUBLIC UTILITY DISTRICT	24561-112221	11/22/2021	10/18/21~11/16/21 BULLMAN E	66.78	66.78

Sub total for U S BANK: 4,875.33

Final Check List
CLALLAM COUNTY

Sheriff (1)

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0000008	LEXIS NEXIS RISK MGMT INC	1035851-202111	11/30/2021	DATABASE INTERFACE FEE	54.40	54.40
	12/21/2021	0000077	ANCHOR MARINE REPAIR, IN(	165	12/1/2021	PROTECTOR MAINTENANCE	1,740.10	1,740.10
	12/21/2021	0000179	BEERS, RICHARD B	Jan 2022	12/9/2021	RENTAL AGREEMENT	525.00	525.00
	12/21/2021	0000268	WAVE BUSINESS	1032293-02-Dec	12/1/2021	CABLE - INMATES DEC 2021	333.62	333.62
	12/21/2021	0000268	WAVE BUSINESS	1032290-02-Dec	12/1/2021	CABLE - CCSO & JAIL DEC 2	286.32	286.32
	12/21/2021	0000268	WAVE BUSINESS	1240306-01-Dec	12/1/2021	CABLE - EDWARDS RD DEC	129.27	
				1039513-01-Dec	12/1/2021	DISCONTINUED APR 2021	-65.82	63.45
	12/21/2021	0000334	CLALLAM COUNTY COMMISS	120621	12/6/2012	INDIRECT PAYMENT FOR E91	995.99	995.99
	12/21/2021	0000360	CLALLAM COUNTY ER&R	2021.317E	12/6/2021	LABOR ON CHAIN GANG & S/	792.00	
				2021.316E	12/6/2021	PARTS TO FIX RADAR SPEEI	44.05	836.05
	12/21/2021	0000459	DAY WIRELESS SYSTEMS INC	INV702221	11/30/2021	INTRAPLEX POWER SUPPLY	3,808.00	3,808.00
	12/21/2021	0000539	EVERGREEN COLLISION, SEC	51585	11/7/2021	TOWING	1,113.02	
				50888	11/7/2021	TOWING	1,113.02	2,226.04
	12/21/2021	0000546	EXPRESS SERVICES, INC	26387858	11/23/2021	CALL CENTER REPRESENTA	894.00	
				26414704	12/1/2021	CALL CENTER REPRESENTA	536.40	1,430.40
	12/21/2021	0000608	FRANZ FAMILY BAKERIES	117101001047	11/20/2021	FOOD	364.64	
				117101001076	11/29/2021	FOOD	144.00	
				117101000998	11/11/2021	FOOD	133.82	
				117101001015	11/15/2021	FOOD	115.10	
				117101000959	11/4/2021	FOOD	107.86	
				117101001030	11/18/2021	FOOD	86.40	
				117101000985	11/8/2021	FOOD	86.30	
				117101000946	11/1/2021	FOOD	71.90	1,110.02
	12/21/2021	0000918	LINCOLN STREET STATION	Account1-Dec21	12/4/2021	SHIPPING CHARGES	206.31	206.31
	12/21/2021	0001148	OLYMPIC SPRINGS INC	344052	11/30/2021	WATER	198.94	
				343793	11/15/2021	WATER	172.99	
				344213	11/30/2021	WATER COOLER RENT	43.30	415.23

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0001179	PACIFIC OFFICE EQUIPMENT	1092090	11/30/2021	MAINTENANCE AGREEMENT	443.35	
				1090827	11/11/2021	TONER CARTRIDGE	381.56	
				1092094	11/30/2021	MAINTENANCE AGREEMENT	299.15	
				1092092	11/30/2021	MAINTENANCE AGREEMENT	272.13	
				1090890	11/15/2021	TONER CARTRIDGE	143.59	
				1092091	11/30/2021	MAINTENANCE AGREEMENT	126.47	
				1092093	11/30/2021	MAINTENANCE AGREEMENT	110.19	
				1092100	11/30/2021	MAINTENANCE AGREEMENT	88.31	
				1090723	11/8/2021	TONER CARTRIDGE	85.20	
				1092088	11/30/2021	MAINTENANCE AGREEMENT	69.66	
				1092096	11/30/2021	MAINTENANCE AGREEMENT	36.08	
				1092089	11/30/2021	MAINTENANCE AGREEMENT	27.20	
				1092101	11/30/2021	MAINTENANCE AGREEMENT	19.96	
				1092095	11/30/2021	MAINTENANCE AGREEMENT	19.12	
				1092102	11/30/2021	MAINTENANCE AGREEMENT	16.17	
				1092099	11/30/2021	MAINTENANCE AGREEMENT	15.25	
				1092098	11/30/2021	MAINTENANCE AGREEMENT	6.36	
				1092097	11/30/2021	MAINTENANCE AGREEMENT	0.03	2,159.78
	12/21/2021	0001229	PETERSON FRUIT CO. INC.	422007	11/5/2021	FOOD	409.10	
				422709	11/30/2021	FOOD	367.65	
				422424	11/19/2021	FOOD	279.40	
				422209	11/12/2021	FOOD	257.35	1,313.50
	12/21/2021	0001252	PORT ANGELES, CITY OF	120621	12/6/2021	TAX DISTRIBUTION PAYMENT	49,799.37	
				82495-151160-D	12/3/2021	UTILITIES - FRONT ST 11/0	412.69	50,212.06
	12/21/2021	0001298	PUBLIC UTILITY DISTRICT NO	14741000-Dec2'	12/3/2021	UTILITIES - OPSCAN TOWER	54.89	54.89
	12/21/2021	0001300	PUBLIC UTILITY DISTRICT	22794-Dec21	12/2/2021	UTILITIES - FRONTIER ST #1	161.63	
				96237-Dec21	12/2/2021	UTILITIES - FRONTIER ST #2	49.32	
				65837-Dec21	12/1/2021	UTILITIES - MORSE CRK HOC	47.25	258.20
	12/21/2021	0001420	SECURITY SERVICES NW INC	119464	12/1/2021	TELEPHONE ANSWERING SE	247.50	247.50
	12/21/2021	0001426	SEQUIM, CITY OF	Jan 2022	12/9/2021	LEASE AGREEMENT	1,100.00	1,100.00
	12/21/2021	0001543	SWANSONS SERVICES CORP	1528359	11/25/2021	INDIGENT PACKS	63.42	63.42
	12/21/2021	0001603	TYLER TECHNOLOGIES INC.	045-363195	11/30/2021	EXECUTIME TRAINING SERV	320.00	320.00
	12/21/2021	0001641	VERIZON WIRELESS	9893536599	11/23/2021	CELL PHONE SERVICE 10/24	673.88	673.88
	12/21/2021	0001723	WSDOT/WA ST FERRIES	RK383154	11/30/2021	FERRY RECEIPTS	28.90	28.90

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0003410	LEMAY MOBILE SHREDDING	4725832	12/1/2021	SHREDDING	40.95	
				4725826	12/1/2021	SHREDDING	13.65	54.60
	12/21/2021	0004211	CENTURYLINK	360-417-5383-D	12/2/2021	INTERNET SERVICE 12/2/21	65.00	65.00
	12/21/2021	0004361	USA TODAY	0015798651	11/28/2021	NEWSPAPERS FOR INMATES	71.25	71.25
	12/21/2021	0006392	COOKS CORRECTIONAL	N701674	10/7/2021	FLEX TRAYS	911.46	911.46
	12/21/2021	0016427	MCKESSON MEDICAL-SURGI	18799775	11/28/2021	EXAM GLOVES	343.59	343.59
	12/21/2021	0020862	GERMAN, NANCY	Jan 2022	12/9/2021	LEASE AGREEMENT	2,166.12	2,166.12
	12/21/2021	0021923	FIRST RACE CAR WASH	113021	11/30/2021	CAR WASHES	78.50	78.50
	12/21/2021	0024610	WAPRO	3608	12/9/2021	2021-2022 WAPRO MEMBERS	25.00	25.00
	12/21/2021	0024819	QUILEUTE TRIBE	Jan 2022	12/9/2021	LEASE AGREEMENT	1,200.00	1,200.00
	12/21/2021	0026698	JOHNSON, LINDA	120521	12/8/2021	PETTY CASH REIMBURSEME	19.25	19.25
	12/21/2021	0037042	OFFICE DEPOT	213771054001	11/30/2021	OFFICE SUPPLIES	436.81	
				211173771001	11/25/2021	OFFICE SUPPLIES	166.73	
				211174006001	11/29/2021	OFFICE SUPPLIES	87.43	
				206656240001	11/10/2021	OFFICE SUPPLIES	80.82	
				206659542001	11/11/2012	OFFICE SUPPLIES	77.45	
				211174008001	11/29/2021	OFFICE SUPPLIES	71.94	921.18
	12/21/2021	0037247	HAIR BY NICOLE	120721	12/7/2021	INMATE HAIR CUTS	180.00	180.00
	12/21/2021	0042636	HARBOR FOODSERVICE	366524	11/15/2021	FOOD	3,515.57	
				360780	11/1/2021	FOOD & SUPPLIES	2,538.54	
				363865	11/8/2021	FOOD	1,909.30	
				369257	11/22/2021	FOOD	1,738.70	
				374121	12/6/2021	FOOD	1,576.30	
				370134	11/23/2021	CREDIT MEMO FOR ORDER #	-1,095.54	10,182.87
						Sub total for U S BANK:		86,681.88

Final Check List
CLALLAM COUNTY

Sheriff (2)

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0001439	SHERIFFS ADVANCED TRAVE	5269	11/14/2021	JUSTINE CHORLEY	306.96	306.96
	12/21/2021	0003461	BENEDICT, WILLIAM	111421	11/14/2021	TRAVEL - STEVENSON,WA	644.96	644.96
	12/21/2021	0004212	KING, BRIAN	111421	11/14/2021	TRAVEL - STEVENSON,WA	111.00	111.00
	12/21/2021	0005477	WENZL, DON	111421	11/14/2021	TRAVEL - STEVENSON,WA	111.00	111.00
	12/21/2021	0020849	U S BANK	7400-Dec21	12/6/2021	SIMPLSFE,AUTOZNE,76-MTP	4,293.65	
				6236-Dec21	12/6/2021	MOTOROLA, AMAZON, CODA	2,172.31	
				0945-Dec21	12/6/2021	HILTON GARDEN, THURMAN,	847.49	
				6528-Dec21	12/6/2021	HOME DEPOT, GO ROCKETM	674.44	
				4761-Dec21	12/6/2021	SKAMANIA LODGE, WA DEPT	619.80	
				6730-Dec21	12/6/2021	WALMART, AMAZON, CHEVR	486.64	
				4738-Dec21	12/6/2021	SKAMANIA LODGE	455.97	
				0097-Dec21	12/6/2021	CHEAPER THAN DIRT, AMAZ	245.66	
				7275-Dec21	12/6/2021	BISSEL, LIVE VIEW	127.97	
				8739-Dec21	12/6/2021	TOTAL WIRELESS, DIRECTV	61.58	9,985.51
	12/21/2021	0045809	CHORLEY, JUSTINE	111421	11/14/2021	TRAVEL - RENTON, WA	6.25	6.25
						Sub total for U S BANK:		11,165.68

Final Check List
CLALLAM COUNTY

Sheriff Jail Med

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0017535	COST LESS SENIOR SERVICE	18765 Dec2021	12/1/2021	INMATE MEDICINE	3,782.45	3,782.45
	12/21/2021	0025115	RADIA INC PS	Z8SAGIR	12/9/2021	INMATE MEDICAL	5.08	5.08
	12/21/2021	0041537	MCKESSON MEDICAL-SURGI	18812349	12/1/2021	CLINIC SUPPLIES	92.97	
				18820239	12/2/2021	CLINIC SUPPLIES	84.86	
				18811792	11/30/2021	CLINIC SUPPLIES	53.61	
				18814794	12/1/2021	CLINIC SUPPLIES	4.91	
				18826229	12/3/2021	CLINIC SUPPLIES	2.03	238.38
						Sub total for U S BANK:		4,025.91

Final Check List
CLALLAM COUNTY

Superior Court

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0020849	U S BANK	6X8944111J6612	12/8/2021	12/03/21-SONIC TECHNOLOG	394.55	
				9893536605 CF	12/8/2021	NOVEMBER 2021-VERIZON C	50.35	
				9893536605	12/8/2021	NOVEMBER 2021-VERIZON C	40.35	485.25
						Sub total for U S BANK:		485.25

Final Check List
CLALLAM COUNTY

Treasurer

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0000008	LEXIS NEXIS RISK MGMT INC	1382924-202111	12/7/2021	MONTHLY SUBSCRIPTION FE	115.43	115.43
	12/21/2021	0000331	CLALLAM COUNTY AUDITOR	21-138089	12/8/2021	DFL REMOVING RECORDING	204.50	
				21-138021	12/7/2021	RELEASE OF LIEN RECORDII	78.00	282.50
	12/21/2021	0000546	EXPRESS SERVICES, INC	26448932	12/8/2021	FISCAL SPECIALIST II 11/29 &	461.12	461.12
	12/21/2021	0000674	GOVCONNECTION, INC.	72118065	12/7/2021	2 LAPTOPS AND 3 MONITORS	2,826.33	2,826.33
	12/21/2021	0001179	PACIFIC OFFICE EQUIPMENT	1091581	12/7/2021	COPIER MAINTENANCE MON	166.50	166.50
	12/21/2021	0001252	PORT ANGELES, CITY OF	UGA3RDQTR	12/7/2021	3RD QUARTER UGA REVENU	59,745.00	59,745.00
	12/21/2021	0021407	MASTER'S TOUCH, LLC, THE	77602	12/9/2021	DELINQUENT POSTCARDS	264.06	
				P77602	12/9/2021	PREPAID POSTAGE CREDIT	-214.07	49.99
	12/21/2021	0028699	SOUND PUBLISHING INC	PDN943762	12/7/2021	COUNTY NOTICE-FORECLOS	56.88	56.88
						Sub total for U S BANK:		63,703.75

Final Check List
CLALLAM COUNTY

Veterans

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/8/2021	0000268	WAVE BUSINESS	WAVE 12/8/21	12/8/2021	VET CENTER PHONE	114.93	114.93
	12/8/2021	0001179	PACIFIC OFFICE EQUIPMENT	POE 12/8/21	12/8/2021	VET CENTER PRINTER	40.88	40.88
	12/8/2021	0020849	U S BANK	BG6299 12/1/21	12/8/2021	FOOD	100.00	100.00
						Sub total for U S BANK:		255.81

Final Check List
CLALLAM COUNTY

WSU Ext

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/21/2021	0000546	EXPRESS SERVICES, INC	26448921	12/9/2021	EXPRESS SERICES	463.19	463.19
	12/21/2021	0001179	PACIFIC OFFICE EQUIPMENT	1091596	12/9/2021	POE NOVEMBER 2021 CONTI	107.93	107.93
	12/21/2021	0001641	VERIZON WIRELESS	9893536604	12/9/2021	VERIZON	251.75	251.75
	12/21/2021	0001738	'WA STATE UNIVERSITY	C100012249	12/9/2021	WSU MOA	16,815.65	16,815.65
	12/21/2021	0020849	U S BANK	11-2021	12/9/2021	US BANK	1,783.89	1,783.89
						Sub total for U S BANK:		19,422.41

1b
12/21/21

Payroll Ending: 11/30/2021

Gross Earnings:	**$1,722,248.59**
Benefits Paid:	**$812,303.67**
Total Expenditures:	**$2,534,552.26**

STATE OF WASHINGTON)
)
COUNTY OF CLALLAM)

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

WITNESS MY HAND THIS 9th DAY OF December 2021

Sandra L. Williams

SANDRA L WILLIAMS, CHIEF DEPUTY FOR
SHOONA RIGGS, CLALLAM COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

RANDY JOHNSON

MARK OZIAS

COPY

BILL PEACH

(County Administrator)

Payroll and Benefits Paid for 3 Payrolls: December 10, 2021					
Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employees Paid by Fund #	Total Expenditures
MONTHLY: November 2021					
General Fund	00100	860,794.37	304,834.26	155	1,165,628.63
Sheriff: Boating Safety/VRF	11003/04	411.39	58.69	1	470.08
Sheriff: OPNET	11008	5,104.39	2,151.51	1	7,255.90
Sheriff: OPSCAN	11065				0.00
Sheriff: Stonegarden	11068				0.00
Sheriff: Port Security	11069				0.00
HHS	11301	17,589.85	8,194.85	5	25,784.70
HHS-Alcohol/Drug	11321				0.00
HHS-Dev Disabilties	11331	8,671.67	3,869.36	2	12,541.03
Law Library	11401	542.39	47.37	1	589.76
Prosecutor-Local Crime Victim	11701				0.00
Treasurer- O&M	12201				0.00
Treasurer-REET Electronic Tech	12231				0.00
Auditor-Doc Preservation	12401	1,208.62	106.31	1	1,314.93
Noxious Weed Control	13001	6,061.83	2,599.96	1	8,661.79
Dist Court 1 - Probation	13501				0.00
DCD Lwr Dungeness Floodplain	30301	6,919.56	2,866.18	2	9,785.74
Dungeness Reservoir	30401				0.00
HR Risk Management	50401	7,104.91	650.65	5	7,755.56
Wellness Benefit/Transit Passes	50601	2,709.75			2,709.75
MONTHLY TOTALS		**917,118.73**	**325,379.14**		**1,242,497.87**
SEMI-MONTHLY: 11/16-30/2021					
General Fund	00100	556,802.15	330,850.91	189	887,653.06
HHS	11301	19,955.11	15,094.51	10	35,049.62
HHS-Homeless Task Force	11322				0.00
Chem Depend/Mental Health	11323				0.00
Prosecutor-Local Crime Victim	11701	4,797.61	3,261.16	2	8,058.77
Treasurer- O&M	12201	1,183.91	930.54	1	2,114.45
Auditor-Doc Preservation	12401	1,972.26	1,555.18	2	3,527.44
Noxious Weed Control	13001	1,744.05	1,534.06	1	3,278.11
Veterans Relief	19914	4,253.76	3,199.68	2	7,453.44
DCD Lwr Dungeness Floodplain	30301	576.98	378.80	1	955.78
HR-Risk Management	50401	12,120.78	6,236.12	4	18,356.90
HR-Worker's Compensation	50501	1,517.72	738.72	2	2,256.44
Wellness Benefit/Transit Passes	50601	5,499.99			5,499.99
SM TOTALS		**610,424.32**	**363,779.68**		**974,204.00**
ROADS: 11/16-30/2021 TOTALS					
PW - Roads	10101	158,646.76	101,670.25	64	260,317.01
PW - Flood Control	10135	3,880.10	2,127.60	3	6,007.70
PW - Solid Waste	40201	733.29	389.46	2	1,122.75
Clallam Bay/Sekiu Sewer	41401	9,261.29	5,036.67	7	14,297.96
PW - Carlsborg Sewer M&O	42401	1,106.01	639.18	5	1,745.19
ER&R	50301	20,266.32	13,281.69	12	33,548.01
Wellness Benefit/Transit Passes	50601	811.77			811.77
ROADS TOTALS		**194,705.54**	**123,144.85**		**317,850.39**
TOTALS		**$1,722,248.59**	**$812,303.67**		**$2,534,552.26**

Prepared by:

Angi Mahn, Deputy Auditor

COPY

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/01/2021 to 11/30/2021-1 Cycle m

Monthly

Fund Worked : 00100
Emps : 155

Earnings Code & Description		Amount	Hours
r	REGULAR	564,449.89	15,591.02
h	HOLIDAY	63,214.31	1,725.90
o15s	OVERTIME X 1.5 - SHERIFF DEPT	29,264.08	508.00
s	SICK	11,901.07	358.99
fh	FLOATING HOLIDAY	11,764.04	346.10
covid	covid SICK	5,856.88	182.50
adml	ADMINISTRATIVE LEAVE PAID	4,248.14	100.00
accred	ACCREDITATION PAY	2,425.86	
aute	AUTO ALLOWANCE ELECTED	1,360.00	
detpay	DETECTIVE PAY	1,252.70	
auto	AUTO ALLOWANCE CONTRACTUAL	1,020.00	
oth	OVERTIME X 1.5 - HOURLY	709.85	66.00
phsm	PHONE STIPEND SMART PHONE	560.00	
jd	JURY DUTY	140.02	5.25
oh15	OVERTIME HOLIDAY X 1.5	115.81	2.00
wep	WEST END PAY	100.00	
swapt	SICK PAYOFF - TERMINATION 10%	42.57	0.82
dont	DONATED TIME USED	6.93	0.26

Earnings Code & Description		Amount	Hours
fhp	FLOATING HOLIDAY PAID	66,801.94	1,716.00
v	VACATION	46,465.86	1,188.31
vp	VACATION PAYOFF	16,827.35	446.50
sprt	SICK PAYOFF RETIRE 25%	11,774.58	1,434.70
o15j	OVERTIME x 1.5 - JUV DETENTION	6,323.14	162.50
ohjd	OT HOLIDAY - JUV DETENTION	5,485.00	147.00
hazpay	HAZARD PAY	2,505.63	
bsba	BS/BA EDUCATION INCENTIVE	1,531.80	
fl	FUNERAL LEAVE	1,296.76	43.00
aaas	AA/AS EDUCATION INCENTIVE	1,250.74	
cu	COMP USED	1,000.44	28.25
flxu	FLEX TIME USED (NO RUN BAL)	577.76	15.00
aspj	ACTING SUPERVISOR PAY JUVENILE	163.39	132.00
aspd	SHERIFF ACTING SUP PAY DEPUTY	117.54	60.00
asp	SHERIFF ACTING SUPERVISOR PAY	112.65	68.00
aspcs	SHERIFF ACTING SUPERVISOR PAY	87.64	45.00
phns	PHONE STIPEND	40.00	
	Totals:	**860,794.37**	**24,373.10**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	86,349.30
icm457	ICMA DEFERRED COMP	29,623.30
leoff2	LEOFF 2 RETIREMENT	19,862.51
medpre	HEALTH INSURANCE PRE TAX	13,635.27
psers	PSERS RETIREMENT	7,129.82
pers3	PERS 3 RETIREMENT	3,668.03
n457	NATIONWIDE 457	2,339.28
aflpre	AFLAC PRE TAX	1,126.09
l&i	L&I - SELF INSURED	858.46
genpre	SUN LIFE PRE TAX	645.10
udcd	UNION DUES - 1619 CD C	521.90
udps	UNION DUES - 1619 S	485.20
pers1	PERS 1 RETIREMENT	342.22
n457rt	ROTH-NATIONWIDE 457	300.00
dc125	DEPENDENT CARE	152.67
colaft	COLONIAL LIFE INS. POST TAX	145.37

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	48,952.42
pers2	PERS 2 RETIREMENT	21,789.30
401a	401A DEFERRED COMPENSATION	15,728.09
medtx	MEDICARE TAX	11,991.86
h457	MASSMUTUAL 457	5,867.81
udteam	UNION DUES - TEAMSTERS	2,485.08
fmlatx	WA Paid Family & Medical Leave	2,040.68
ltdshr	LTD - SHERIFF	1,120.89
udpd	UNION DUES - 1619 D	849.00
udmp	UNION DUES - 1619 MP	526.86
hr125	HEALTH REIMBURSEMENT	503.28
udlc	UNION DUES - 1619 LC	349.50
aflaft	AFLAC POST TAX	304.04
udcs	UNION DUES - 1619 CS	288.20
uw	UNITED WAY	149.33
udtint	TEAMSTERS INIT FEE or ADJ	100.00

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 00100
Emps : 155

Deduction Code and Description		Amount
colpre	COLONIAL LIFE INS. PRE TAX	86.17
shrfcf	SHERIFF COFFEE FUND	45.92
wsatf	1619CD WSATF DUES	60.00
shrfnd	SHERIFF EMPLOYEE FUND	26.98
	Totals:	**280,449.93**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	132,897.89
pers2	PERS 2 RETIREMENT	35,321.56
401a	401A DEFERRED COMPENSATION	14,861.96
medtx	MEDICARE TAX	12,030.14
l&i	L&I - SELF INSURED	8,441.99
fmlatx	WA Paid Family & Medical Leave	1,185.66
pers1	PERS 1 RETIREMENT	584.63
socsec	SOCIAL SECURITY	49,116.04
vebahr	HRA VEBA	20,212.60
leoff2	LEOFF 2 RETIREMENT	12,351.75
psers	PSERS RETIREMENT	11,421.11
pers3	PERS 3 RETIREMENT	5,310.44
unemp	UNEMPLOYMENT	763.49
genpre	SUN LIFE PRE TAX	335.00
	Totals:	**304,834.26**

Gross Earnings by Fund:	**860,794.37**	**24,373.10**
Total Fund Deductions:	**280,449.93**	
Fund Net:	**580,344.44**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 11003
Emps : 1

Earnings Code & Description		Amount	Hours
o15s	OVERTIME X 1.5 - SHERIFF DEPT	411.39	6.00
	Totals:	**411.39**	**6.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	68.81
socsec	SOCIAL SECURITY	25.40
medtx	MEDICARE TAX	5.94
udps	UNION DUES - 1619 S	1.98
fmlatx	WA Paid Family & Medical Leave	1.04
leoff2	LEOFF 2 RETIREMENT	35.09
401a	401A DEFERRED COMPENSATION	16.44
icm457	ICMA DEFERRED COMP	3.40
ltdshr	LTD - SHERIFF	1.67
l&i	L&I - SELF INSURED	0.23
	Totals:	**160.00**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	25.40
medtx	MEDICARE TAX	5.94
fmlatx	WA Paid Family & Medical Leave	0.60
leoff2	LEOFF 2 RETIREMENT	21.80
l&i	L&I - SELF INSURED	4.54
unemp	UNEMPLOYMENT	0.41
	Totals:	**58.69**

Gross Earnings by Fund:	**411.39**	**6.00**
Total Fund Deductions:	**160.00**	
Fund Net:	**251.39**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 11008
Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	1,809.05	63.00
fh	FLOATING HOLIDAY	918.88	32.00
accred	ACCREDITATION PAY	50.54	
v	VACATION	1,608.04	56.00
h	HOLIDAY	689.16	24.00
s	SICK	28.72	1.00
	Totals:	**5,104.39**	**176.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	403.21
socsec	SOCIAL SECURITY	308.62
medtx	MEDICARE TAX	72.18
fmlatx	WA Paid Family & Medical Leave	12.93
l&i	L&I - SELF INSURED	3.25
pers2	PERS 2 RETIREMENT	324.64
medpre	HEALTH INSURANCE PRE TAX	126.60
udlc	UNION DUES - 1619 LC	58.25
shrfnd	SHERIFF EMPLOYEE FUND	5.00
	Totals:	**1,314.68**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,225.00
socsec	SOCIAL SECURITY	308.62
l&i	L&I - SELF INSURED	9.92
unemp	UNEMPLOYMENT	5.10
pers2	PERS 2 RETIREMENT	523.20
medtx	MEDICARE TAX	72.18
fmlatx	WA Paid Family & Medical Leave	7.49
	Totals:	**2,151.51**

Gross Earnings by Fund:	**5,104.39**	**176.00**
Total Fund Deductions:	**1,314.68**	
Fund Net:	**3,789.71**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 11301
Emps : 5

Earnings Code & Description		Amount	Hours
r	REGULAR	13,755.00	514.70
fh	FLOATING HOLIDAY	782.50	32.00
cu	COMP USED	193.18	8.00
h	HOLIDAY	2,082.15	81.60
s	SICK	624.80	22.70
v	VACATION	152.22	6.00
	Totals:	**17,589.85**	**665.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,468.22
pers2	PERS 2 RETIREMENT	824.54
medpre	HEALTH INSURANCE PRE TAX	730.40
udteam	UNION DUES - TEAMSTERS	229.00
fmlatx	WA Paid Family & Medical Leave	44.56
socsec	SOCIAL SECURITY	1,045.30
icm457	ICMA DEFERRED COMP	805.62
medtx	MEDICARE TAX	244.47
pers3	PERS 3 RETIREMENT	113.56
l&i	L&I - SELF INSURED	26.56
	Totals:	**5,532.23**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	4,840.00
socsec	SOCIAL SECURITY	1,045.30
medtx	MEDICARE TAX	244.47
l&i	L&I - SELF INSURED	155.33
unemp	UNEMPLOYMENT	17.59
pers2	PERS 2 RETIREMENT	1,328.85
401a	401A DEFERRED COMPENSATION	304.72
pers3	PERS 3 RETIREMENT	232.80
fmlatx	WA Paid Family & Medical Leave	25.79
	Totals:	**8,194.85**

Gross Earnings by Fund:	**17,589.85**	**665.00**
Total Fund Deductions:	**5,532.23**	
Fund Net:	**12,057.62**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 11331
Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	7,449.38	243.73
v	VACATION	48.44	1.69
h	HOLIDAY	1,173.85	38.40
	Totals:	**8,671.67**	**283.82**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	723.61
h457	MASSMUTUAL 457	500.00
dc125	DEPENDENT CARE	312.50
icm457	ICMA DEFERRED COMP	187.50
medtx	MEDICARE TAX	116.76
l&i	L&I - SELF INSURED	12.57
pers2	PERS 2 RETIREMENT	551.52
socsec	SOCIAL SECURITY	499.30
medpre	HEALTH INSURANCE PRE TAX	305.80
udteam	UNION DUES - TEAMSTERS	119.75
fmlatx	WA Paid Family & Medical Leave	21.97
	Totals:	**3,351.28**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	2,131.26
socsec	SOCIAL SECURITY	499.30
medtx	MEDICARE TAX	116.76
fmlatx	WA Paid Family & Medical Leave	12.72
pers2	PERS 2 RETIREMENT	888.84
401a	401A DEFERRED COMPENSATION	173.43
l&i	L&I - SELF INSURED	38.38
unemp	UNEMPLOYMENT	8.67
	Totals:	**3,869.36**

Gross Earnings by Fund:	**8,671.67**	**283.82**
Total Fund Deductions:	**3,351.28**	
Fund Net:	**5,320.39**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 11401
Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	542.39	28.75
	Totals:	**542.39**	**28.75**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	33.63
medtx	MEDICARE TAX	7.87
fmlatx	WA Paid Family & Medical Leave	1.37
fedtx	FEDERAL WITHHOLDING TAX	21.32
l&i	L&I - SELF INSURED	1.48
	Totals:	**65.67**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	33.63
l&i	L&I - SELF INSURED	4.53
unemp	UNEMPLOYMENT	0.54
medtx	MEDICARE TAX	7.87
fmlatx	WA Paid Family & Medical Leave	0.80
	Totals:	**47.37**

Gross Earnings by Fund:	**542.39**	**28.75**
Total Fund Deductions:	**65.67**	
Fund Net:	**476.72**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 12401
Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	1,208.62	69.00
	Totals:	**1,208.62**	**69.00**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	74.93
fedtx	FEDERAL WITHHOLDING TAX	16.28
fmlatx	WA Paid Family & Medical Leave	3.06
medtx	MEDICARE TAX	17.53
l&i	L&I - SELF INSURED	3.56
	Totals:	**115.36**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	74.93
l&i	L&I - SELF INSURED	10.87
unemp	UNEMPLOYMENT	1.21
medtx	MEDICARE TAX	17.53
fmlatx	WA Paid Family & Medical Leave	1.77
	Totals:	**106.31**

Gross Earnings by Fund:	**1,208.62**	**69.00**
Total Fund Deductions:	**115.36**	
Fund Net:	**1,093.26**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 13001
Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	4,722.26	141.00
v	VACATION	535.86	16.00
h	HOLIDAY	803.71	24.00
	Totals:	**6,061.83**	**181.00**

Deduction Code and Description		Amount
icm457	ICMA DEFERRED COMP	2,000.00
pers2	PERS 2 RETIREMENT	385.53
401a	401A DEFERRED COMPENSATION	303.09
medpre	HEALTH INSURANCE PRE TAX	81.60
fmlatx	WA Paid Family & Medical Leave	15.36
fedtx	FEDERAL WITHHOLDING TAX	638.91
socsec	SOCIAL SECURITY	370.77
medtx	MEDICARE TAX	86.71
udmp	UNION DUES - 1619 MP	58.25
l&i	L&I - SELF INSURED	8.26
	Totals:	**3,948.48**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,270.00
socsec	SOCIAL SECURITY	370.77
l&i	L&I - SELF INSURED	89.95
vebahr	HRA VEBA	25.00
unemp	UNEMPLOYMENT	6.06
pers2	PERS 2 RETIREMENT	621.34
401a	401A DEFERRED COMPENSATION	121.24
medtx	MEDICARE TAX	86.71
fmlatx	WA Paid Family & Medical Leave	8.89
	Totals:	**2,599.96**

Gross Earnings by Fund:	**6,061.83**	**181.00**
Total Fund Deductions:	**3,948.48**	
Fund Net:	**2,113.35**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 30301
Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	5,708.17	161.35
fh	FLOATING HOLIDAY	255.52	6.80
h	HOLIDAY	934.87	26.40
s	SICK	21.00	0.75
	Totals:	**6,919.56**	**195.30**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	534.70
pers3	PERS 3 RETIREMENT	284.38
h457	MASSMUTUAL 457	148.75
medtx	MEDICARE TAX	97.26
pers2	PERS 2 RETIREMENT	78.37
icm457	ICMA DEFERRED COMP	24.64
udteam	UNION DUES - TEAMSTERS	15.75
socsec	SOCIAL SECURITY	415.84
401a	401A DEFERRED COMPENSATION	284.38
medpre	HEALTH INSURANCE PRE TAX	127.51
hr125	HEALTH REIMBURSEMENT	85.00
udmp	UNION DUES - 1619 MP	49.52
fmlatx	WA Paid Family & Medical Leave	17.53
l&i	L&I - SELF INSURED	8.98
	Totals:	**2,172.61**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,369.49
socsec	SOCIAL SECURITY	415.84
pers2	PERS 2 RETIREMENT	126.29
medtx	MEDICARE TAX	97.26
fmlatx	WA Paid Family & Medical Leave	10.17
pers3	PERS 3 RETIREMENT	582.96
401a	401A DEFERRED COMPENSATION	138.39
l&i	L&I - SELF INSURED	97.61
vebahr	HRA VEBA	21.25
unemp	UNEMPLOYMENT	6.92
	Totals:	**2,866.18**

Gross Earnings by Fund:	**6,919.56**	**195.30**
Total Fund Deductions:	**2,172.61**	
Fund Net:	**4,746.95**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 50401
Emps : 5

Earnings Code & Description		Amount	Hours
r	REGULAR	7,104.91	270.00
	Totals:	**7,104.91**	**270.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	508.47
medtx	MEDICARE TAX	103.03
l&i	L&I - SELF INSURED	13.93
socsec	SOCIAL SECURITY	440.51
fmlatx	WA Paid Family & Medical Leave	18.00
	Totals:	**1,083.94**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	440.51
l&i	L&I - SELF INSURED	89.56
unemp	UNEMPLOYMENT	7.12
medtx	MEDICARE TAX	103.03
fmlatx	WA Paid Family & Medical Leave	10.43
	Totals:	**650.65**

Gross Earnings by Fund:	**7,104.91**	**270.00**
Total Fund Deductions:	**1,083.94**	
Fund Net:	**6,020.97**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 50601
Emps : 15

Earnings Code & Description		Amount	Hours
well	WELLNESS INCENTIVE	2,709.75	10,524.31
	Totals:	**2,709.75**	**10,524.31**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	291.05
pers2	PERS 2 RETIREMENT	127.30
medpre	HEALTH INSURANCE PRE TAX	53.68
medtx	MEDICARE TAX	38.28
leoff2	LEOFF 2 RETIREMENT	16.80
pers3	PERS 3 RETIREMENT	9.67
aflpre	AFLAC PRE TAX	7.28
udmp	UNION DUES - 1619 MP	6.12
hr125	HEALTH REIMBURSEMENT	3.72
udcs	UNION DUES - 1619 CS	3.05
udcd	UNION DUES - 1619 CD C	2.35
aflaft	AFLAC POST TAX	1.81
udps	UNION DUES - 1619 S	1.07
uw	UNITED WAY	0.67
shrfcf	SHERIFF COFFEE FUND	0.08
socsec	SOCIAL SECURITY	163.62
icm457	ICMA DEFERRED COMP	58.95
h457	MASSMUTUAL 457	53.45
401a	401A DEFERRED COMPENSATION	38.22
psers	PSERS RETIREMENT	15.24
udteam	UNION DUES - TEAMSTERS	7.42
fmlatx	WA Paid Family & Medical Leave	6.91
n457	NATIONWIDE 457	5.76
l&i	L&I - SELF INSURED	3.08
genpre	SUN LIFE PRE TAX	2.61
colpre	COLONIAL LIFE INS. PRE TAX	1.95
dc125	DEPENDENT CARE	1.49
ltdshr	LTD - SHERIFF	0.91
colaft	COLONIAL LIFE INS. POST TAX	0.31
shrfnd	SHERIFF EMPLOYEE FUND	0.02
	Totals:	**922.87**

Gross Earnings by Fund:	**2,709.75**	**10,524.31**
Total Fund Deductions:	**922.87**	
Fund Net:	**1,786.88**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 65101
Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	5,809.51	160.00
bhu	BENEFIT HOURS USED - TAX DIST	1,536.50	40.00
	Totals:	**7,346.01**	**200.00**

Deduction Code and Description		Amount
leoff2	LEOFF 2 RETIREMENT	524.26
fd1457	DRS 457 DEFERRED COMP FIRE 1	400.00
socsec	SOCIAL SECURITY	74.40
fmlf1	WA Paid Family & Medical Leave	18.61
fedtx	FEDERAL WITHHOLDING TAX	471.44
medtx	MEDICARE TAX	106.52
l&i1	L&I - FIRE 1	64.92
	Totals:	**1,660.15**

Benefit Code and Description		Amount
leoff2	LEOFF 2 RETIREMENT	325.74
socsec	SOCIAL SECURITY	74.40
medtx	MEDICARE TAX	106.52
	Totals:	**506.66**

Gross Earnings by Fund:	**7,346.01**	**200.00**
Total Fund Deductions:	**1,660.15**	
Fund Net:	**5,685.86**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 65151
Emps : 10

Earnings Code & Description		Amount	Hours
r	REGULAR	8,104.20	170.00

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	616.07
medtx	MEDICARE TAX	117.53

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	502.48

Earnings Code & Description		Amount	Hours
	Totals:	**8,104.20**	**170.00**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	502.48
fmlf5	WA Paid Family & Medical Leave	20.52
	Totals:	**1,256.60**

Benefit Code and Description		Amount
medtx	MEDICARE TAX	117.53
	Totals:	**620.01**

Gross Earnings by Fund:	**8,104.20**	**170.00**
Total Fund Deductions:	**1,256.60**	
Fund Net:	**6,847.60**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 65171
Emps : 9

Earnings Code & Description		Amount	Hours
r	REGULAR	12,093.52	265.08

Earnings Code & Description		Amount	Hours
	Totals:	**12,093.52**	**265.08**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	881.26
socsec	SOCIAL SECURITY	225.54
l&if4	L&I - FIRE 4	73.52

Deduction Code and Description		Amount
leof#4	LEOFF 2 RETIREMENT FIRE 4	721.30
medtx	MEDICARE TAX	175.37
fmlf4	WA Paid Family & Medical Leave	30.62
	Totals:	**2,107.61**

Benefit Code and Description		Amount
leof#4	LEOFF 2 RETIREMENT FIRE 4	448.17
medtx	MEDICARE TAX	175.37

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	225.54
	Totals:	**849.08**

Gross Earnings by Fund:	**12,093.52**	**265.08**
Total Fund Deductions:	**2,107.61**	
Fund Net:	**9,985.91**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 67101
Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	5,940.80	281.00
ott	OVERTIME - TAXING DIST	1,039.50	31.50
	Totals:	**6,980.30**	**312.50**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	635.23
pers2	PERS 2 RETIREMENT	312.37
l&iagn	L&I - AGNEW	80.88
socsec	SOCIAL SECURITY	432.78
medtx	MEDICARE TAX	101.22
	Totals:	**1,562.48**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	503.43
medtx	MEDICARE TAX	101.22
socsec	SOCIAL SECURITY	432.78
fmlagn	WA Paid Family & Medical Leave	17.69
	Totals:	**1,055.12**

Gross Earnings by Fund:	**6,980.30**	**312.50**
Total Fund Deductions:	**1,562.48**	
Fund Net:	**5,417.82**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 67121
Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	2,150.00	55.00
	Totals:	**2,150.00**	**55.00**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	133.30
fmlcln	WA Paid Family & Medical Leave	5.45
medtx	MEDICARE TAX	31.18
	Totals:	**169.93**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	133.30
medtx	MEDICARE TAX	31.18
	Totals:	**164.48**

Gross Earnings by Fund:	**2,150.00**	**55.00**
Total Fund Deductions:	**169.93**	
Fund Net:	**1,980.07**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 67141
Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	4,044.88	188.00
bhu	BENEFIT HOURS USED - TAX DIST	177.52	8.00
	Totals:	**4,222.40**	**196.00**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	261.79
fedtx	FEDERAL WITHHOLDING TAX	123.29
l&ihig	L&I - HIGHLAND IRRIGATION	49.98
pers2h	PERS 2 RETIREMENT - HIGHLAND	225.81
medtx	MEDICARE TAX	61.22
fmlhig	WA Paid Family & Medical Leave	10.69
	Totals:	**732.78**

Benefit Code and Description		Amount
pers2h	PERS 2 RETIREMENT - HIGHLAND	363.92
medtx	MEDICARE TAX	61.22
socsec	SOCIAL SECURITY	261.79
	Totals:	**686.93**

Gross Earnings by Fund:	**4,222.40**	**196.00**
Total Fund Deductions:	**732.78**	
Fund Net:	**3,489.62**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 67701
Emps : 5

Earnings Code & Description		Amount	Hours
r	REGULAR	8,009.00	314.00
	Totals:	**8,009.00**	**314.00**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	496.56
medtx	MEDICARE TAX	116.13
fedtx	FEDERAL WITHHOLDING TAX	202.42
fmlbld	WA Paid Family & Medical Leave	20.29
	Totals:	**835.40**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	496.56
medtx	MEDICARE TAX	116.13
	Totals:	**612.69**

Gross Earnings by Fund:	**8,009.00**	**314.00**
Total Fund Deductions:	**835.40**	
Fund Net:	**7,173.60**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : 67731
Emps : 9

Earnings Code & Description		Amount	Hours
r	REGULAR	31,610.82	1,100.25
ott	OVERTIME - TAXING DIST	1,486.38	36.50
bhu	BENEFIT HOURS USED - TAX DIST	5,360.05	185.25
	Totals:	**38,457.25**	**1,322.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	2,855.79
pers2s	PERS 2 RETIREMENT - SUNLAND	2,373.95
medsun	HEALTH INSURANCE SUNLAND	338.12
fmlsun	WA Paid Family & Medical Leave	97.43
socsec	SOCIAL SECURITY	2,384.36
medtx	MEDICARE TAX	557.64
l&isun	L&I - SUNLAND	249.38
	Totals:	**8,856.67**

Benefit Code and Description		Amount
medsun	HEALTH INSURANCE SUNLAND	9,315.68
socsec	SOCIAL SECURITY	2,384.36
pers2s	PERS 2 RETIREMENT - SUNLAND	3,825.95
medtx	MEDICARE TAX	557.64
	Totals:	**16,083.63**

Gross Earnings by Fund:	**38,457.25**	**1,322.00**
Total Fund Deductions:	**8,856.67**	
Fund Net:	**29,600.58**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : - Totals -
Emps : 214

Earnings Code & Description		Amount	Hours
r	REGULAR	684,512.40	19,615.88
fhp	FLOATING HOLIDAY PAID	66,801.94	1,716.00
o15s	OVERTIME X 1.5 - SHERIFF DEPT	29,675.47	514.00
fh	FLOATING HOLIDAY	13,720.94	416.90
sprt	SICK PAYOFF RETIRE 25%	11,774.58	1,434.70
o15j	OVERTIME x 1.5 - JUV DETENTION	6,323.14	162.50
ohjd	OT HOLIDAY - JUV DETENTION	5,485.00	147.00
well	WELLNESS INCENTIVE	2,709.75	10,524.31
hazpay	HAZARD PAY	2,505.63	
bsba	BS/BA EDUCATION INCENTIVE	1,531.80	
fl	FUNERAL LEAVE	1,296.76	43.00
aaas	AA/AS EDUCATION INCENTIVE	1,250.74	
auto	AUTO ALLOWANCE CONTRACTUAL	1,020.00	
flxu	FLEX TIME USED (NO RUN BAL)	577.76	15.00
aspj	ACTING SUPERVISOR PAY JUVENILE	163.39	132.00
aspd	SHERIFF ACTING SUP PAY DEPUTY	117.54	60.00
asp	SHERIFF ACTING SUPERVISOR PAY	112.65	68.00
aspcs	SHERIFF ACTING SUPERVISOR PAY	87.64	45.00
phns	PHONE STIPEND	40.00	
h	HOLIDAY	68,898.05	1,920.30
v	VACATION	48,810.42	1,268.00
vp	VACATION PAYOFF	16,827.35	446.50
s	SICK	12,575.59	383.44
bhu	BENEFIT HOURS USED - TAX DIST	7,074.07	233.25
covid	covid SICK	5,856.88	182.50
adml	ADMINISTRATIVE LEAVE PAID	4,248.14	100.00
ott	OVERTIME - TAXING DIST	2,525.88	68.00
accred	ACCREDITATION PAY	2,476.40	
aute	AUTO ALLOWANCE ELECTED	1,360.00	
detpay	DETECTIVE PAY	1,252.70	
cu	COMP USED	1,193.62	36.25
oth	OVERTIME X 1.5 - HOURLY	709.85	66.00
phsm	PHONE STIPEND SMART PHONE	560.00	
jd	JURY DUTY	140.02	5.25
oh15	OVERTIME HOLIDAY X 1.5	115.81	2.00
wep	WEST END PAY	100.00	
swapt	SICK PAYOFF - TERMINATION 10%	42.57	0.82
dont	DONATED TIME USED	6.93	0.26
	Totals:	**1,004,481.41**	**39,606.86**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	96,809.38
icm457	ICMA DEFERRED COMP	32,703.41
leoff2	LEOFF 2 RETIREMENT	20,438.66
medpre	HEALTH INSURANCE PRE TAX	15,060.86
psers	PSERS RETIREMENT	7,145.06
pers3	PERS 3 RETIREMENT	4,075.64
pers2s	PERS 2 RETIREMENT - SUNLAND	2,373.95
fmlatx	WA Paid Family & Medical Leave	2,183.41
ltdshr	LTD - SHERIFF	1,123.47
udpd	UNION DUES - 1619 D	849.00
genpre	SUN LIFE PRE TAX	647.71
hr125	HEALTH REIMBURSEMENT	592.00
udps	UNION DUES - 1619 S	488.25
udlc	UNION DUES - 1619 LC	407.75
pers1	PERS 1 RETIREMENT	342.22
socsec	SOCIAL SECURITY	56,841.55
pers2	PERS 2 RETIREMENT	24,393.57
401a	401A DEFERRED COMPENSATION	16,370.22
medtx	MEDICARE TAX	14,048.70
h457	MASSMUTUAL 457	6,570.01
udteam	UNION DUES - TEAMSTERS	2,857.00
n457	NATIONWIDE 457	2,345.04
aflpre	AFLAC PRE TAX	1,133.37
l&i	L&I - SELF INSURED	940.36
leof#4	LEOFF 2 RETIREMENT FIRE 4	721.30
udmp	UNION DUES - 1619 MP	640.75
udcd	UNION DUES - 1619 CD C	524.25
dc125	DEPENDENT CARE	466.66
fd1457	DRS 457 DEFERRED COMP FIRE 1	400.00
medsun	HEALTH INSURANCE SUNLAND	338.12

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2021 to 11/30/2021-1 Cycle m

Fund Worked : - Totals -
Emps : 214

Deduction Code and Description		Amount
aflaft	AFLAC POST TAX	305.85
udcs	UNION DUES - 1619 CS	291.25
pers2h	PERS 2 RETIREMENT - HIGHLAND	225.81
colaft	COLONIAL LIFE INS. POST TAX	145.68
fmlsun	WA Paid Family & Medical Leave	97.43
l&iagn	L&I - AGNEW	80.88
l&i1	L&I - FIRE 1	64.92
l&ihig	L&I - HIGHLAND IRRIGATION	49.98
shrfnd	SHERIFF EMPLOYEE FUND	32.00
fmlf5	WA Paid Family & Medical Leave	20.52
fmlf1	WA Paid Family & Medical Leave	18.61
fmlcln	WA Paid Family & Medical Leave	5.45
n457rt	ROTH-NATIONWIDE 457	300.00
l&isun	L&I - SUNLAND	249.38
uw	UNITED WAY	150.00
udtint	TEAMSTERS INIT FEE or ADJ	100.00
colpre	COLONIAL LIFE INS. PRE TAX	88.12
l&if4	L&I - FIRE 4	73.52
wsatf	1619CD WSATF DUES	60.00
shrfcf	SHERIFF COFFEE FUND	46.00
fmlf4	WA Paid Family & Medical Leave	30.62
fmlbld	WA Paid Family & Medical Leave	20.29
fmlhig	WA Paid Family & Medical Leave	10.69
	Totals:	**316,298.67**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	143,733.64
pers2	PERS 2 RETIREMENT	39,313.51
401a	401A DEFERRED COMPENSATION	15,599.74
leoff2	LEOFF 2 RETIREMENT	12,699.29
medsun	HEALTH INSURANCE SUNLAND	9,315.68
pers3	PERS 3 RETIREMENT	6,126.20
fmlatx	WA Paid Family & Medical Leave	1,264.32
pers1	PERS 1 RETIREMENT	584.63
pers2h	PERS 2 RETIREMENT - HIGHLAND	363.92
fmlagn	WA Paid Family & Medical Leave	17.69
socsec	SOCIAL SECURITY	56,841.55
vebahr	HRA VEBA	20,258.85
medtx	MEDICARE TAX	14,048.70
psers	PSERS RETIREMENT	11,421.11
l&i	L&I - SELF INSURED	8,942.68
pers2s	PERS 2 RETIREMENT - SUNLAND	3,825.95
unemp	UNEMPLOYMENT	817.11
leof#4	LEOFF 2 RETIREMENT FIRE 4	448.17
genpre	SUN LIFE PRE TAX	335.00
	Totals:	**345,957.74**
	Grand Total Gross Earnings:	**1,004,481.41**	**39,606.86**
	Grand Total Deductions:	**316,298.67**
	Grand Total Net:	**688,182.74**

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2021 to 11/30/2021-1 Cycle sc

Semi-Monthly

Fund Worked : 00100
Emps : 189

Earnings Code & Description		Amount	Hours
r	REGULAR	380,260.82	12,324.86
fhp	FLOATING HOLIDAY PAID	42,711.46	1,248.00
o15s	OVERTIME X 1.5 - SHERIFF DEPT	8,654.29	186.25
fh	FLOATING HOLIDAY	5,861.51	206.25
vp	VACATION PAYOFF	4,032.99	181.72
o15j	OVERTIME x 1.5 - JUV DETENTION	1,592.35	43.00
hazpay	HAZARD PAY	848.58	
auto	AUTO ALLOWANCE CONTRACTUAL	680.00	
ohjd	OT HOLIDAY - JUV DETENTION	674.79	18.00
dont	DONATED TIME USED	437.13	16.00
aaas	AA/AS EDUCATION INCENTIVE	228.31	
fl	FUNERAL LEAVE	120.74	5.00
spt	SICK PAYOFF - TERMINATION 10%	70.60	34.75
phns	PHONE STIPEND	20.00	

Earnings Code & Description		Amount	Hours
h	HOLIDAY	73,242.64	2,411.92
v	VACATION	20,184.49	672.63
s	SICK	6,422.12	210.17
covid	covid SICK	4,155.99	128.25
cu	COMP USED	3,030.82	101.84
accred	ACCREDITATION PAY	999.33	
oth	OVERTIME X 1.5 - HOURLY	699.14	59.75
aute	AUTO ALLOWANCE ELECTED	680.00	
bsba	BS/BA EDUCATION INCENTIVE	557.31	
phsm	PHONE STIPEND SMART PHONE	280.00	
uapr	URINE ANALYSIS PREMIUM	203.75	
oc2	ON CALL NON-SHIFT DAY	110.83	1.00
asp	SHERIFF ACTING SUPERVISOR PAY	41.32	28.50
extr	EXTRA PAY BEYOND SALARY	0.84	
	Totals:	**556,802.15**	**17,877.89**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	49,240.13
medpre	HEALTH INSURANCE PRE TAX	30,377.88
401a	401A DEFERRED COMPENSATION	10,316.33
medtx	MEDICARE TAX	7,496.19
psers	PSERS RETIREMENT	3,795.73
h457	MASSMUTUAL 457	3,062.00
aflpre	AFLAC PRE TAX	2,219.36
genpre	SUN LIFE PRE TAX	1,034.74
dc125	DEPENDENT CARE	866.00
ltdshr	LTD - SHERIFF	767.05
rth457	ROTH-ICMA DEFERRED COMP	616.57
a&aco	AUDIT & ADJUSTMENT CO INC	464.73
udcd	UNION DUES - 1619 CD C	401.75
pers1	PERS 1 RETIREMENT	381.16
uw	UNITED WAY	259.16
colaft	COLONIAL LIFE INS. POST TAX	207.04
colpre	COLONIAL LIFE INS. PRE TAX	95.81
shrfcf	SHERIFF COFFEE FUND	25.00
garnfe	GARNISHMENT FEE	1.50

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	31,211.64
pers2	PERS 2 RETIREMENT	21,367.73
icm457	ICMA DEFERRED COMP	8,610.60
leoff2	LEOFF 2 RETIREMENT	7,437.34
pers3	PERS 3 RETIREMENT	3,112.68
udteam	UNION DUES - TEAMSTERS	2,591.11
fmlatx	WA Paid Family & Medical Leave	1,364.31
dshs	DSHS CHILD SUPPORT	962.38
n457	NATIONWIDE 457	806.09
l&i	L&I - SELF INSURED	655.66
hr125	HEALTH REIMBURSEMENT	596.88
udpd	UNION DUES - 1619 D	458.96
aflaft	AFLAC POST TAX	382.12
udmp	UNION DUES - 1619 MP	318.72
udlc	UNION DUES - 1619 LC	256.87
udtint	TEAMSTERS INIT FEE or ADJ	100.00
udps	UNION DUES - 1619 S	34.88
shrfnd	SHERIFF EMPLOYEE FUND	21.37

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2021 to 11/30/2021-1 Cycle sc

Fund Worked : 00100
Emps : 189

			Totals:	**191,917.47**	

Benefit Code	Description	Amount
medpre	HEALTH INSURANCE PRE TAX	215,781.70
socsec	SOCIAL SECURITY	31,501.69
vebahr	HRA VEBA	8,395.42
psers	PSERS RETIREMENT	6,099.88
l&i	L&I - SELF INSURED	4,757.90
fmlatx	WA Paid Family & Medical Leave	797.59
unemp	UNEMPLOYMENT	516.33

Benefit Code	Description	Amount
pers2	PERS 2 RETIREMENT	34,814.41
401a	401A DEFERRED COMPENSATION	10,139.73
medtx	MEDICARE TAX	7,564.07
pers3	PERS 3 RETIREMENT	4,765.86
leoff2	LEOFF 2 RETIREMENT	4,631.40
pers1	PERS 1 RETIREMENT	651.14
genpre	SUN LIFE PRE TAX	433.79
	Totals:	**330,850.91**

Gross Earnings by Fund:	**556,802.15**	**17,877.89**
Total Fund Deductions:	**191,917.47**	
Fund Net:	**364,884.68**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/16/2021 to 11/30/2021-1 Cycle sc

Fund Worked : 11301
Emps : 10

Earnings Code & Description		Amount	Hours
r	REGULAR	13,731.06	547.95
v	VACATION	1,178.84	44.20
fh	FLOATING HOLIDAY	396.04	16.00
h	HOLIDAY	3,618.27	140.80
s	SICK	1,030.90	28.00
	Totals:	**19,955.11**	**776.95**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,339.97
fedtx	FEDERAL WITHHOLDING TAX	1,207.64
401a	401A DEFERRED COMPENSATION	629.00
medtx	MEDICARE TAX	267.54
aflpre	AFLAC PRE TAX	117.91
udmp	UNION DUES - 1619 MP	58.26
udtint	TEAMSTERS INIT FEE or ADJ	50.00
l&i	L&I - SELF INSURED	31.85
pers2	PERS 2 RETIREMENT	1,256.84
socsec	SOCIAL SECURITY	1,143.94
icm457	ICMA DEFERRED COMP	606.41
udteam	UNION DUES - TEAMSTERS	159.20
aflaft	AFLAC POST TAX	68.40
fmlatx	WA Paid Family & Medical Leave	50.56
hr125	HEALTH REIMBURSEMENT	46.57
	Totals:	**7,034.09**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	10,954.00
socsec	SOCIAL SECURITY	1,155.53
medtx	MEDICARE TAX	270.25
vebahr	HRA VEBA	50.00
unemp	UNEMPLOYMENT	19.96
pers2	PERS 2 RETIREMENT	2,045.40
401a	401A DEFERRED COMPENSATION	356.26
l&i	L&I - SELF INSURED	213.54
fmlatx	WA Paid Family & Medical Leave	29.57
	Totals:	**15,094.51**

Gross Earnings by Fund:	**19,955.11**	**776.95**
Total Fund Deductions:	**7,034.09**	
Fund Net:	**12,921.02**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/16/2021 to 11/30/2021-1 Cycle sc

Fund Worked : 11701
Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	3,839.75	159.00
s	SICK	179.29	8.00
h	HOLIDAY	778.57	32.00
	Totals:	**4,797.61**	**199.00**

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	295.79
socsec	SOCIAL SECURITY	284.03
401a	401A DEFERRED COMPENSATION	117.04
udmp	UNION DUES - 1619 MP	56.54
l&i	L&I - SELF INSURED	8.02
fedtx	FEDERAL WITHHOLDING TAX	295.33
medpre	HEALTH INSURANCE PRE TAX	216.60
medtx	MEDICARE TAX	66.42
fmlatx	WA Paid Family & Medical Leave	12.15
	Totals:	**1,351.92**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	2,270.00
socsec	SOCIAL SECURITY	293.70
vebahr	HRA VEBA	50.00
l&i	L&I - SELF INSURED	25.20
unemp	UNEMPLOYMENT	4.80
pers2	PERS 2 RETIREMENT	491.76
medtx	MEDICARE TAX	68.68
401a	401A DEFERRED COMPENSATION	49.75
fmlatx	WA Paid Family & Medical Leave	7.27
	Totals:	**3,261.16**

Gross Earnings by Fund:	**4,797.61**	**199.00**
Total Fund Deductions:	**1,351.92**	
Fund Net:	**3,445.69**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2021 to 11/30/2021-1 Cycle sc

Fund Worked : 12201
Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	955.20	42.60
cu	COMP USED	13.45	0.60
h	HOLIDAY	215.26	9.60
	Totals:	**1,183.91**	**52.80**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	139.55
fedtx	FEDERAL WITHHOLDING TAX	65.46
401a	401A DEFERRED COMPENSATION	35.51
udteam	UNION DUES - TEAMSTERS	15.00
l&i	L&I - SELF INSURED	2.19
pers2	PERS 2 RETIREMENT	75.29
socsec	SOCIAL SECURITY	64.75
medtx	MEDICARE TAX	15.13
fmlatx	WA Paid Family & Medical Leave	3.01
	Totals:	**415.89**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	696.01
socsec	SOCIAL SECURITY	64.75
medtx	MEDICARE TAX	15.13
fmlatx	WA Paid Family & Medical Leave	1.74
pers2	PERS 2 RETIREMENT	121.35
401a	401A DEFERRED COMPENSATION	23.67
l&i	L&I - SELF INSURED	6.71
unemp	UNEMPLOYMENT	1.18
	Totals:	**930.54**

Gross Earnings by Fund:	**1,183.91**	**52.80**
Total Fund Deductions:	**415.89**	
Fund Net:	**768.02**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2021 to 11/30/2021-1 Cycle sc

Fund Worked : 12401
Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	1,511.71	67.19
cu	COMP USED	101.96	4.81
h	HOLIDAY	358.59	16.00
	Totals:	**1,972.26**	**88.00**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	216.35
401a	401A DEFERRED COMPENSATION	134.07
fedtx	FEDERAL WITHHOLDING TAX	113.16
pers2	PERS 2 RETIREMENT	40.16
icm457	ICMA DEFERRED COMP	25.01
fmlatx	WA Paid Family & Medical Leave	5.00
aflpre	AFLAC PRE TAX	162.82
pers3	PERS 3 RETIREMENT	113.97
socsec	SOCIAL SECURITY	98.78
udteam	UNION DUES - TEAMSTERS	25.37
medtx	MEDICARE TAX	23.10
l&i	L&I - SELF INSURED	3.46
	Totals:	**961.25**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,176.24
socsec	SOCIAL SECURITY	98.78
401a	401A DEFERRED COMPENSATION	39.45
l&i	L&I - SELF INSURED	10.58
unemp	UNEMPLOYMENT	1.97
pers3	PERS 3 RETIREMENT	137.43
pers2	PERS 2 RETIREMENT	64.73
medtx	MEDICARE TAX	23.10
fmlatx	WA Paid Family & Medical Leave	2.90
	Totals:	**1,555.18**

Gross Earnings by Fund:	**1,972.26**	**88.00**
Total Fund Deductions:	**961.25**	
Fund Net:	**1,011.01**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2021 to 11/30/2021-1 Cycle sc

Fund Worked : 13001
Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	1,426.95	72.00
h	HOLIDAY	317.10	16.00
	Totals:	**1,744.05**	**88.00**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	232.60
socsec	SOCIAL SECURITY	93.71
udteam	UNION DUES - TEAMSTERS	22.50
fedtx	FEDERAL WITHHOLDING TAX	9.40
l&i	L&I - SELF INSURED	3.72
pers2	PERS 2 RETIREMENT	110.92
401a	401A DEFERRED COMPENSATION	52.32
medtx	MEDICARE TAX	21.92
fmlatx	WA Paid Family & Medical Leave	4.42
	Totals:	**551.51**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,160.00
socsec	SOCIAL SECURITY	93.71
401a	401A DEFERRED COMPENSATION	34.88
fmlatx	WA Paid Family & Medical Leave	2.56
pers2	PERS 2 RETIREMENT	178.77
l&i	L&I - SELF INSURED	40.48
medtx	MEDICARE TAX	21.92
unemp	UNEMPLOYMENT	1.74
	Totals:	**1,534.06**

Gross Earnings by Fund:	**1,744.05**	**88.00**
Total Fund Deductions:	**551.51**	
Fund Net:	**1,192.54**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2021 to 11/30/2021-1 Cycle sc

Fund Worked : 19914
Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	3,056.27	118.00
v	VACATION	418.73	16.00
h	HOLIDAY	778.76	30.00
	Totals:	**4,253.76**	**164.00**

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	270.54
fedtx	FEDERAL WITHHOLDING TAX	173.98
medtx	MEDICARE TAX	61.68
udteam	UNION DUES - TEAMSTERS	26.00
l&i	L&I - SELF INSURED	7.43
socsec	SOCIAL SECURITY	263.74
401a	401A DEFERRED COMPENSATION	172.23
udmp	UNION DUES - 1619 MP	29.13
fmlatx	WA Paid Family & Medical Leave	10.77
	Totals:	**1,015.50**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	2,295.00
socsec	SOCIAL SECURITY	263.74
medtx	MEDICARE TAX	61.68
l&i	L&I - SELF INSURED	22.68
unemp	UNEMPLOYMENT	4.25
pers2	PERS 2 RETIREMENT	436.02
401a	401A DEFERRED COMPENSATION	85.07
vebahr	HRA VEBA	25.00
fmlatx	WA Paid Family & Medical Leave	6.24
	Totals:	**3,199.68**

Gross Earnings by Fund:	**4,253.76**	**164.00**
Total Fund Deductions:	**1,015.50**	
Fund Net:	**3,238.26**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2021 to 11/30/2021-1 Cycle sc

Fund Worked : 30301
Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	416.34	12.70
s	SICK	37.70	1.15
h	HOLIDAY	104.91	3.20
v	VACATION	18.03	0.55
	Totals:	**576.98**	**17.60**

Deduction Code and Description		Amount
icm457	ICMA DEFERRED COMP	56.11
pers2	PERS 2 RETIREMENT	34.31
socsec	SOCIAL SECURITY	32.66
aflpre	AFLAC PRE TAX	9.73
genpre	SUN LIFE PRE TAX	6.43
l&i	L&I - SELF INSURED	0.77
fedtx	FEDERAL WITHHOLDING TAX	52.55
medpre	HEALTH INSURANCE PRE TAX	33.97
401a	401A DEFERRED COMPENSATION	16.19
medtx	MEDICARE TAX	7.64
fmlatx	WA Paid Family & Medical Leave	1.48
	Totals:	**251.84**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	234.00
socsec	SOCIAL SECURITY	34.93
401a	401A DEFERRED COMPENSATION	11.54
l&i	L&I - SELF INSURED	2.52
fmlatx	WA Paid Family & Medical Leave	0.91
pers2	PERS 2 RETIREMENT	59.14
vebahr	HRA VEBA	25.00
medtx	MEDICARE TAX	8.17
genpre	SUN LIFE PRE TAX	2.00
unemp	UNEMPLOYMENT	0.59
	Totals:	**378.80**

Gross Earnings by Fund:	**576.98**	**17.60**
Total Fund Deductions:	**251.84**	
Fund Net:	**325.14**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/16/2021 to 11/30/2021-1 Cycle sc

Fund Worked : 50401
Emps : 4

Earnings Code & Description		Amount	Hours
r	REGULAR	6,774.88	131.50
covid	covid SICK	1,835.83	56.00
auto	AUTO ALLOWANCE CONTRACTUAL	170.00	
h	HOLIDAY	2,167.43	52.00
v	VACATION	1,172.64	48.00
	Totals:	**12,120.78**	**287.50**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,264.46
medpre	HEALTH INSURANCE PRE TAX	543.60
socsec	SOCIAL SECURITY	338.91
medtx	MEDICARE TAX	172.50
401a	401A DEFERRED COMPENSATION	144.24
fmlatx	WA Paid Family & Medical Leave	30.71
l&i	L&I - SELF INSURED	13.42
shrfnd	SHERIFF EMPLOYEE FUND	1.00
h457	MASSMUTUAL 457	1,012.21
pers2	PERS 2 RETIREMENT	375.22
aflpre	AFLAC PRE TAX	222.32
icm457	ICMA DEFERRED COMP	162.72
genpre	SUN LIFE PRE TAX	95.62
uw	UNITED WAY	20.00
shrfcf	SHERIFF COFFEE FUND	5.00
	Totals:	**4,401.93**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	3,532.50
pers2	PERS 2 RETIREMENT	604.71
401a	401A DEFERRED COMPENSATION	360.04
medtx	MEDICARE TAX	172.50
genpre	SUN LIFE PRE TAX	65.51
unemp	UNEMPLOYMENT	11.95
h457	MASSMUTUAL 457	620.25
vebahr	HRA VEBA	406.25
socsec	SOCIAL SECURITY	338.91
l&i	L&I - SELF INSURED	105.71
fmlatx	WA Paid Family & Medical Leave	17.79
	Totals:	**6,236.12**

Gross Earnings by Fund:	**12,120.78**	**287.50**
Total Fund Deductions:	**4,401.93**	
Fund Net:	**7,718.85**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2021 to 11/30/2021-1 Cycle sc

Fund Worked : 50501
Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	1,255.30	26.05
h	HOLIDAY	262.42	5.60
	Totals:	**1,517.72**	**31.65**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	139.25
401a	401A DEFERRED COMPENSATION	102.48
medpre	HEALTH INSURANCE PRE TAX	66.49
medtx	MEDICARE TAX	20.95
fmlatx	WA Paid Family & Medical Leave	2.07
shrfnd	SHERIFF EMPLOYEE FUND	0.19
icm457	ICMA DEFERRED COMP	112.31
pers2	PERS 2 RETIREMENT	95.36
socsec	SOCIAL SECURITY	47.23
genpre	SUN LIFE PRE TAX	12.07
l&i	L&I - SELF INSURED	1.43
	Totals:	**599.83**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	405.99
401a	401A DEFERRED COMPENSATION	51.41
vebahr	HRA VEBA	43.75
genpre	SUN LIFE PRE TAX	6.70
unemp	UNEMPLOYMENT	1.51
pers2	PERS 2 RETIREMENT	155.57
socsec	SOCIAL SECURITY	47.23
medtx	MEDICARE TAX	20.95
l&i	L&I - SELF INSURED	4.41
fmlatx	WA Paid Family & Medical Leave	1.20
	Totals:	**738.72**

Gross Earnings by Fund:	**1,517.72**	**31.65**
Total Fund Deductions:	**599.83**	
Fund Net:	**917.89**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2021 to 11/30/2021-1 Cycle sc

Fund Worked : 50601
Emps : 33

Earnings Code & Description		Amount	Hours
well	WELLNESS INCENTIVE	5,499.99	16,952.82
	Totals:	**5,499.99**	**16,952.82**

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	409.58	medpre	HEALTH INSURANCE PRE TAX	395.95
socsec	SOCIAL SECURITY	313.58	pers2	PERS 2 RETIREMENT	259.36
401a	401A DEFERRED COMPENSATION	108.61	icm457	ICMA DEFERRED COMP	107.64
medtx	MEDICARE TAX	73.38	aflpre	AFLAC PRE TAX	34.36
udteam	UNION DUES - TEAMSTERS	31.82	pers3	PERS 3 RETIREMENT	23.72
psers	PSERS RETIREMENT	20.40	leoff2	LEOFF 2 RETIREMENT	16.59
fmlatx	WA Paid Family & Medical Leave	13.99	hr125	HEALTH REIMBURSEMENT	10.71
rth457	ROTH-ICMA DEFERRED COMP	10.46	genpre	SUN LIFE PRE TAX	8.29
udlc	UNION DUES - 1619 LC	7.69	l&i	L&I - SELF INSURED	6.93
udmp	UNION DUES - 1619 MP	3.43	colaft	COLONIAL LIFE INS. POST TAX	2.40
aflaft	AFLAC POST TAX	2.08	ltdshr	LTD - SHERIFF	1.64
udcd	UNION DUES - 1619 CD C	1.01	h457	MASSMUTUAL 457	1.00
colpre	COLONIAL LIFE INS. PRE TAX	0.99	udpd	UNION DUES - 1619 D	0.98
uw	UNITED WAY	0.84	shrfnd	SHERIFF EMPLOYEE FUND	0.44
				Totals:	**1,867.87**

Gross Earnings by Fund:	**5,499.99**	**16,952.82**
Total Fund Deductions:	**1,867.87**	
Fund Net:	**3,632.12**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2021 to 11/30/2021-1 Cycle sc

Fund Worked : - Totals -
Emps : 206

Earnings Code & Description		Amount	Hours
r	REGULAR	413,228.28	13,501.85
fhp	FLOATING HOLIDAY PAID	42,711.46	1,248.00
o15s	OVERTIME X 1.5 - SHERIFF DEPT	8,654.29	186.25
fh	FLOATING HOLIDAY	6,257.55	222.25
well	WELLNESS INCENTIVE	5,499.99	16,952.82
cu	COMP USED	3,146.23	107.25
accred	ACCREDITATION PAY	999.33	
hazpay	HAZARD PAY	848.58	
aute	AUTO ALLOWANCE ELECTED	680.00	
bsba	BS/BA EDUCATION INCENTIVE	557.31	
phsm	PHONE STIPEND SMART PHONE	280.00	
uapr	URINE ANALYSIS PREMIUM	203.75	
oc2	ON CALL NON-SHIFT DAY	110.83	1.00
asp	SHERIFF ACTING SUPERVISOR PAY	41.32	28.50
extr	EXTRA PAY BEYOND SALARY	0.84	
h	HOLIDAY	81,843.95	2,717.12
v	VACATION	22,972.73	781.38
s	SICK	7,670.01	247.32
covid	covid SICK	5,991.82	184.25
vp	VACATION PAYOFF	4,032.99	181.72
o15j	OVERTIME x 1.5 - JUV DETENTION	1,592.35	43.00
auto	AUTO ALLOWANCE CONTRACTUAL	850.00	
oth	OVERTIME X 1.5 - HOURLY	699.14	59.75
ohjd	OT HOLIDAY - JUV DETENTION	674.79	18.00
dont	DONATED TIME USED	437.13	16.00
aaas	AA/AS EDUCATION INCENTIVE	228.31	
fl	FUNERAL LEAVE	120.74	5.00
spt	SICK PAYOFF - TERMINATION 10%	70.60	34.75
phns	PHONE STIPEND	20.00	
	Totals:	**610,424.32**	**36,536.21**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	52,970.94
medpre	HEALTH INSURANCE PRE TAX	33,562.96
401a	401A DEFERRED COMPENSATION	11,828.02
medtx	MEDICARE TAX	8,226.45
h457	MASSMUTUAL 457	4,075.21
pers3	PERS 3 RETIREMENT	3,250.37
aflpre	AFLAC PRE TAX	2,766.50
genpre	SUN LIFE PRE TAX	1,157.15
dc125	DEPENDENT CARE	866.00
ltdshr	LTD - SHERIFF	768.69
hr125	HEALTH REIMBURSEMENT	654.16
udmp	UNION DUES - 1619 MP	466.08
udpd	UNION DUES - 1619 D	459.94
udcd	UNION DUES - 1619 CD C	402.76
uw	UNITED WAY	280.00
colaft	COLONIAL LIFE INS. POST TAX	209.44
colpre	COLONIAL LIFE INS. PRE TAX	96.80
shrfcf	SHERIFF COFFEE FUND	30.00
garnfe	GARNISHMENT FEE	1.50
socsec	SOCIAL SECURITY	33,892.97
pers2	PERS 2 RETIREMENT	24,181.52
icm457	ICMA DEFERRED COMP	9,680.80
leoff2	LEOFF 2 RETIREMENT	7,453.93
psers	PSERS RETIREMENT	3,816.13
udteam	UNION DUES - TEAMSTERS	2,871.00
fmlatx	WA Paid Family & Medical Leave	1,498.47
dshs	DSHS CHILD SUPPORT	962.38
n457	NATIONWIDE 457	806.09
l&i	L&I - SELF INSURED	734.88
rth457	ROTH-ICMA DEFERRED COMP	627.03
a&aco	AUDIT & ADJUSTMENT CO INC	464.73
aflaft	AFLAC POST TAX	452.60
pers1	PERS 1 RETIREMENT	381.16
udlc	UNION DUES - 1619 LC	264.56
udtint	TEAMSTERS INIT FEE or ADJ	150.00
udps	UNION DUES - 1619 S	34.88
shrfnd	SHERIFF EMPLOYEE FUND	23.00

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/16/2021 to 11/30/2021-1 Cycle sc

Fund Worked : - Totals -
Emps : 206

					Totals:	**210,369.10**	

Benefit Code	Description	Amount
medpre	HEALTH INSURANCE PRE TAX	238,505.44
socsec	SOCIAL SECURITY	33,892.97
vebahr	HRA VEBA	8,995.42
psers	PSERS RETIREMENT	6,099.88
pers3	PERS 3 RETIREMENT	4,903.29
fmlatx	WA Paid Family & Medical Leave	867.77
h457	MASSMUTUAL 457	620.25
genpre	SUN LIFE PRE TAX	508.00

Benefit Code	Description	Amount
pers2	PERS 2 RETIREMENT	38,971.86
401a	401A DEFERRED COMPENSATION	11,151.80
medtx	MEDICARE TAX	8,226.45
l&i	L&I - SELF INSURED	5,189.73
leoff2	LEOFF 2 RETIREMENT	4,631.40
pers1	PERS 1 RETIREMENT	651.14
unemp	UNEMPLOYMENT	564.28

Totals:	**363,779.68**		
Grand Total Gross Earnings:	**610,424.32**	**36,536.21**	
Grand Total Deductions:	**210,369.10**		
Grand Total Net:	**400,055.22**		

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/16/2021 to 11/30/2021-1 Cycle s

Roads

Fund Worked : 10101
Emps : 64

Earnings Code & Description		Amount	Hours
r	REGULAR	98,036.70	3,248.75
v	VACATION	14,196.73	445.50
s	SICK	5,624.34	171.25
cpr	COMP TIME PAID - PW ROADS	1,411.53	48.25
phns	PHONE STIPEND	690.00	
fl	FUNERAL LEAVE	410.46	16.00
c15r	COMP EARNED X 1.5 ROADS	-2,570.35	-63.50
h	HOLIDAY	28,277.99	928.00
o15r	OVERTIME X 1.5 - ROADS DEPT	9,190.18	193.00
cu	COMP USED	1,417.90	53.00
fh	FLOATING HOLIDAY	1,336.54	46.00
covid	covid SICK	454.74	16.00
auto	AUTO ALLOWANCE CONTRACTUAL	170.00	
	Totals:	**158,646.76**	**5,102.25**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	13,685.65
socsec	SOCIAL SECURITY	9,290.32
icm457	ICMA DEFERRED COMP	2,839.91
401a	401A DEFERRED COMPENSATION	1,729.27
h457	MASSMUTUAL 457	933.98
c13gar	CHAPTER 13 GARNISHMENT	538.00
pers3	PERS 3 RETIREMENT	464.41
n457	NATIONWIDE 457	250.00
l&i	L&I - SELF INSURED	184.39
aflaft	AFLAC POST TAX	118.12
udtint	TEAMSTERS INIT FEE or ADJ	50.00
genpre	SUN LIFE PRE TAX	34.32
perscu	PERS RETIREMENT CATCH UP	19.03
pers2	PERS 2 RETIREMENT	9,408.19
medpre	HEALTH INSURANCE PRE TAX	8,198.70
medtx	MEDICARE TAX	2,172.74
udteam	UNION DUES - TEAMSTERS	1,547.94
gatlaw	GORDON, AYLWORTH & TAMI, PC	639.03
aflpre	AFLAC PRE TAX	524.10
fmlatx	WA Paid Family & Medical Leave	401.86
udmp	UNION DUES - 1619 MP	198.10
hr125	HEALTH REIMBURSEMENT	126.22
uw	UNITED WAY	52.33
colpre	COLONIAL LIFE INS. PRE TAX	35.20
garnfe	GARNISHMENT FEE	20.50
	Totals:	**53,462.31**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	67,805.66
socsec	SOCIAL SECURITY	9,328.24
l&i	L&I - SELF INSURED	2,489.27
pers3	PERS 3 RETIREMENT	951.24
fmlatx	WA Paid Family & Medical Leave	233.63
genpre	SUN LIFE PRE TAX	42.06
pers2	PERS 2 RETIREMENT	15,221.93
401a	401A DEFERRED COMPENSATION	2,876.09
medtx	MEDICARE TAX	2,181.60
vebahr	HRA VEBA	350.00
unemp	UNEMPLOYMENT	157.93
perscu	PERS RETIREMENT CATCH UP	32.60
	Totals:	**101,670.25**

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/16/2021 to 11/30/2021-1 Cycle s

Fund Worked : 10101
Emps : 64

Gross Earnings by Fund:	**158,646.76**	**5,102.25**
Total Fund Deductions:	**53,462.31**	
Fund Net:	**105,184.45**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2021 to 11/30/2021-1 Cycle s

Fund Worked : 10135
Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	2,643.46	61.75
fh	FLOATING HOLIDAY	344.11	8.00
h	HOLIDAY	688.22	16.00
s	SICK	204.31	4.75
	Totals:	**3,880.10**	**90.50**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	343.51
socsec	SOCIAL SECURITY	233.59
medpre	HEALTH INSURANCE PRE TAX	111.68
udmp	UNION DUES - 1619 MP	28.48
l&i	L&I - SELF INSURED	4.04
icm457	ICMA DEFERRED COMP	1.00
uw	UNITED WAY	0.66
pers2	PERS 2 RETIREMENT	234.66
401a	401A DEFERRED COMPENSATION	181.97
medtx	MEDICARE TAX	54.64
fmlatx	WA Paid Family & Medical Leave	9.83
h457	MASSMUTUAL 457	1.71
aflpre	AFLAC PRE TAX	0.74
	Totals:	**1,206.51**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,268.46
socsec	SOCIAL SECURITY	245.63
medtx	MEDICARE TAX	57.46
vebahr	HRA VEBA	25.00
unemp	UNEMPLOYMENT	3.88
pers2	PERS 2 RETIREMENT	397.71
401a	401A DEFERRED COMPENSATION	77.60
l&i	L&I - SELF INSURED	45.87
fmlatx	WA Paid Family & Medical Leave	5.99
	Totals:	**2,127.60**

Gross Earnings by Fund:	**3,880.10**	**90.50**
Total Fund Deductions:	**1,206.51**	
Fund Net:	**2,673.59**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/16/2021 to 11/30/2021-1 Cycle s

Fund Worked : 40201
Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	733.29	22.00
	Totals:	**733.29**	**22.00**

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	46.61
socsec	SOCIAL SECURITY	42.56
medtx	MEDICARE TAX	9.95
fmlatx	WA Paid Family & Medical Leave	1.86
icm457	ICMA DEFERRED COMP	0.67
uw	UNITED WAY	0.44
medpre	HEALTH INSURANCE PRE TAX	46.42
fedtx	FEDERAL WITHHOLDING TAX	32.40
udmp	UNION DUES - 1619 MP	6.57
l&i	L&I - SELF INSURED	0.94
aflpre	AFLAC PRE TAX	0.49
	Totals:	**188.91**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	255.90
socsec	SOCIAL SECURITY	42.56
l&i	L&I - SELF INSURED	3.40
unemp	UNEMPLOYMENT	0.73
pers2	PERS 2 RETIREMENT	75.16
medtx	MEDICARE TAX	9.95
fmlatx	WA Paid Family & Medical Leave	1.08
401a	401A DEFERRED COMPENSATION	0.68
	Totals:	**389.46**

Gross Earnings by Fund:	**733.29**	**22.00**
Total Fund Deductions:	**188.91**	
Fund Net:	**544.38**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2021 to 11/30/2021-1 Cycle s

Fund Worked : 41401
Emps : 7

Earnings Code & Description		Amount	Hours
r	REGULAR	6,319.59	190.50
h	HOLIDAY	1,028.22	32.00
phns	PHONE STIPEND	40.00	
o15r	OVERTIME X 1.5 - ROADS DEPT	1,654.11	33.00
s	SICK	219.37	8.00
	Totals:	**9,261.29**	**263.50**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	650.09
socsec	SOCIAL SECURITY	542.82
medtx	MEDICARE TAX	126.96
icm457	ICMA DEFERRED COMP	67.35
udmp	UNION DUES - 1619 MP	14.29
l&i	L&I - SELF INSURED	10.94
h457	MASSMUTUAL 457	4.36
aflaft	AFLAC POST TAX	1.01
pers2	PERS 2 RETIREMENT	585.78
medpre	HEALTH INSURANCE PRE TAX	497.53
udteam	UNION DUES - TEAMSTERS	77.54
fmlatx	WA Paid Family & Medical Leave	23.46
401a	401A DEFERRED COMPENSATION	13.00
aflpre	AFLAC PRE TAX	8.56
uw	UNITED WAY	1.65
genpre	SUN LIFE PRE TAX	0.77
	Totals:	**2,626.11**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	3,171.81
socsec	SOCIAL SECURITY	542.82
medtx	MEDICARE TAX	126.96
fmlatx	WA Paid Family & Medical Leave	13.60
genpre	SUN LIFE PRE TAX	0.94
pers2	PERS 2 RETIREMENT	945.19
l&i	L&I - SELF INSURED	146.83
401a	401A DEFERRED COMPENSATION	79.30
unemp	UNEMPLOYMENT	9.22
	Totals:	**5,036.67**

Gross Earnings by Fund:	**9,261.29**	**263.50**
Total Fund Deductions:	**2,626.11**	
Fund Net:	**6,635.18**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2021 to 11/30/2021-1 Cycle s

Fund Worked : 42401
Emps : 5

Earnings Code & Description		Amount	Hours
r	REGULAR	1,106.01	33.50
	Totals:	**1,106.01**	**33.50**

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	70.13
socsec	SOCIAL SECURITY	64.57
401a	401A DEFERRED COMPENSATION	17.26
icm457	ICMA DEFERRED COMP	8.63
udmp	UNION DUES - 1619 MP	5.37
aflaft	AFLAC POST TAX	1.69
aflpre	AFLAC PRE TAX	0.49
fedtx	FEDERAL WITHHOLDING TAX	64.61
medpre	HEALTH INSURANCE PRE TAX	64.13
medtx	MEDICARE TAX	15.11
udteam	UNION DUES - TEAMSTERS	6.29
fmlatx	WA Paid Family & Medical Leave	2.82
l&i	L&I - SELF INSURED	1.34
uw	UNITED WAY	0.44
	Totals:	**322.88**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	421.84
socsec	SOCIAL SECURITY	64.57
401a	401A DEFERRED COMPENSATION	10.81
fmlatx	WA Paid Family & Medical Leave	1.62
pers2	PERS 2 RETIREMENT	113.37
medtx	MEDICARE TAX	15.11
l&i	L&I - SELF INSURED	10.75
unemp	UNEMPLOYMENT	1.11
	Totals:	**639.18**

Gross Earnings by Fund:	**1,106.01**	**33.50**
Total Fund Deductions:	**322.88**	
Fund Net:	**783.13**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2021 to 11/30/2021-1 Cycle s

Fund Worked : 50301
Emps : 12

Earnings Code & Description		Amount	Hours
r	REGULAR	15,286.91	533.25
v	VACATION	558.53	19.00
o15r	OVERTIME X 1.5 - ROADS DEPT	332.27	8.00
tlss	TOOL STIPEND	150.00	
h	HOLIDAY	3,119.52	112.00
covid	covid SICK	490.92	16.00
fh	FLOATING HOLIDAY	228.17	8.00
phns	PHONE STIPEND	100.00	
	Totals:	**20,266.32**	**696.25**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,607.92
socsec	SOCIAL SECURITY	1,151.50
dshs	DSHS CHILD SUPPORT	410.00
icm457	ICMA DEFERRED COMP	268.84
401a	401A DEFERRED COMPENSATION	134.95
fmlatx	WA Paid Family & Medical Leave	51.34
udmp	UNION DUES - 1619 MP	36.04
l&i	L&I - SELF INSURED	27.33
colpre	COLONIAL LIFE INS. PRE TAX	8.36
fedtx	FEDERAL WITHHOLDING TAX	1,435.76
pers2	PERS 2 RETIREMENT	1,131.01
medtx	MEDICARE TAX	269.29
udteam	UNION DUES - TEAMSTERS	205.59
pers3	PERS 3 RETIREMENT	111.15
hr125	HEALTH REIMBURSEMENT	36.28
aflpre	AFLAC PRE TAX	32.12
uw	UNITED WAY	9.48
garnfe	GARNISHMENT FEE	0.50
	Totals:	**6,927.46**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	9,161.33
socsec	SOCIAL SECURITY	1,152.04
l&i	L&I - SELF INSURED	284.25
pers3	PERS 3 RETIREMENT	228.66
unemp	UNEMPLOYMENT	20.03
pers2	PERS 2 RETIREMENT	1,823.03
401a	401A DEFERRED COMPENSATION	313.19
medtx	MEDICARE TAX	269.42
fmlatx	WA Paid Family & Medical Leave	29.74
	Totals:	**13,281.69**

Gross Earnings by Fund:	**20,266.32**	**696.25**
Total Fund Deductions:	**6,927.46**	
Fund Net:	**13,338.86**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2021 to 11/30/2021-1 Cycle s

Fund Worked : 50601
Emps : 5

Earnings Code & Description		Amount	Hours
well	WELLNESS INCENTIVE	811.77	2,641.19
	Totals:	**811.77**	**2,641.19**

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	78.29	socsec	SOCIAL SECURITY	50.50
pers2	PERS 2 RETIREMENT	50.04	medpre	HEALTH INSURANCE PRE TAX	22.22
medtx	MEDICARE TAX	11.81	icm457	ICMA DEFERRED COMP	10.67
401a	401A DEFERRED COMPENSATION	9.50	udteam	UNION DUES - TEAMSTERS	4.64
udmp	UNION DUES - 1619 MP	2.45	fmlatx	WA Paid Family & Medical Leave	2.12
l&i	L&I - SELF INSURED	1.02			
		Totals:			**243.26**

Gross Earnings by Fund:	**811.77**	**2,641.19**
Total Fund Deductions:	**243.26**	
Fund Net:	**568.51**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/16/2021 to 11/30/2021-1 Cycle s

Fund Worked : - Totals -
Emps : 68

Earnings Code & Description		Amount	Hours
r	REGULAR	124,125.96	4,089.75
v	VACATION	14,755.26	464.50
s	SICK	6,048.02	184.00
cu	COMP USED	1,417.90	53.00
covid	covid SICK	945.66	32.00
well	WELLNESS INCENTIVE	811.77	2,641.19
auto	AUTO ALLOWANCE CONTRACTUAL	170.00	
c15r	COMP EARNED X 1.5 ROADS	-2,570.35	-63.50
h	HOLIDAY	33,113.95	1,088.00
o15r	OVERTIME X 1.5 - ROADS DEPT	11,176.56	234.00
fh	FLOATING HOLIDAY	1,908.82	62.00
cpr	COMP TIME PAID - PW ROADS	1,411.53	48.25
phns	PHONE STIPEND	830.00	
fl	FUNERAL LEAVE	410.46	16.00
tlss	TOOL STIPEND	150.00	
	Totals:	**194,705.54**	**8,849.19**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	16,290.31
socsec	SOCIAL SECURITY	11,375.86
icm457	ICMA DEFERRED COMP	3,197.07
401a	401A DEFERRED COMPENSATION	2,085.95
h457	MASSMUTUAL 457	940.05
pers3	PERS 3 RETIREMENT	575.56
c13gar	CHAPTER 13 GARNISHMENT	538.00
dshs	DSHS CHILD SUPPORT	410.00
n457	NATIONWIDE 457	250.00
hr125	HEALTH REIMBURSEMENT	162.50
uw	UNITED WAY	65.00
colpre	COLONIAL LIFE INS. PRE TAX	43.56
garnfe	GARNISHMENT FEE	21.00
pers2	PERS 2 RETIREMENT	11,526.42
medpre	HEALTH INSURANCE PRE TAX	10,548.60
medtx	MEDICARE TAX	2,660.50
udteam	UNION DUES - TEAMSTERS	1,842.00
gatlaw	GORDON, AYLWORTH & TAMI, PC	639.03
aflpre	AFLAC PRE TAX	566.50
fmlatx	WA Paid Family & Medical Leave	493.29
udmp	UNION DUES - 1619 MP	291.30
l&i	L&I - SELF INSURED	230.00
aflaft	AFLAC POST TAX	120.82
udtint	TEAMSTERS INIT FEE or ADJ	50.00
genpre	SUN LIFE PRE TAX	35.09
perscu	PERS RETIREMENT CATCH UP	19.03
	Totals:	**64,977.44**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	82,085.00
socsec	SOCIAL SECURITY	11,375.86
l&i	L&I - SELF INSURED	2,980.37
pers3	PERS 3 RETIREMENT	1,179.90
fmlatx	WA Paid Family & Medical Leave	285.66
genpre	SUN LIFE PRE TAX	43.00
pers2	PERS 2 RETIREMENT	18,576.39
401a	401A DEFERRED COMPENSATION	3,357.67
medtx	MEDICARE TAX	2,660.50
vebahr	HRA VEBA	375.00
unemp	UNEMPLOYMENT	192.90
perscu	PERS RETIREMENT CATCH UP	32.60
	Totals:	**123,144.85**

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/16/2021 to 11/30/2021-1 Cycle s

Fund Worked : - Totals -
Emps : 68

Grand Total Gross Earnings:	**194,705.54**	**8,849.19**
Grand Total Deductions:	**64,977.44**	
Grand Total Net:	**129,728.10**	

1C
12/21/21

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of December 13 – 17, 2021

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, December 13, 2021. Present were Commissioners Ozias, Johnson and Peach and Administrator Sill. All appeared by video.

Items of discussion per the agenda published December 9 were:

- Calendar/Correspondence
- Review and approval to move forward with the Conservation Futures application, selection criteria, priorities and policies
- Agreement with Department of Commerce for the Less Than Lethal Equipment Program
- Pre-application questionnaire with Department of Commerce for Hotel/Motel Leasing and Rapid Re-Housing Grant
- Bullman Beach update
- Resolution in support of the Dungeness Reservoir Irrigation Conveyance Improvement Project
- Agreement Amendment 1 with Department of Ecology Marine Resources Committee Operations
- Change order for the Lower Dungeness Floodplain Restoration Project
- Briefing and call for hearing to be held Tuesday, January 11, 2022 at 10:30 a.m. regarding the Shoreline Master Program

Meeting adjourned at 10:48 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, December 14, 2021. Also present were Commissioners Johnson and Peach and Administrator Sill. All appeared by video.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

PUBLIC COMMENT

- David Lasorsa, Port Angeles, commented on proposed Nuisance Ordinance.

CONSENT AGENDA

1a Approval of vouchers for the week of December 6
1b Approval of minutes for the week of December 6

ACTION TAKEN: CRJm to adopt the consent agenda, CBPs, mc

REPORTS AND PRESENTATIONS

- CRJ commented on courthouse security safety meeting.
- CBP commented on COVID - Lifeboat3 Grants and Nuisance Ordinance.
- CMO commented on Salish Behavioral Health Organization Meeting, KSQM Radio Show, Port Angeles Food Bank letter of support and Joel Winborn – historical clock.

CONTRACTS AND AGREEMENTS

2a Agreement with Washington State Department of Ecology for solid waste

ACTION TAKEN: CRJm to approve, CBPs, mc

2b Agreement amendment 5 with Robinson Noble for Carlsborg Very Deep Well Water Right Project

ACTION TAKEN: CRJm to approve, CBPs, mc

DRAFT

2c Agreement with Washington State Military Department for Homeland Security Grant Program
ACTION TAKEN: CRJm to approve, CBPs, mc

2d Agreement with Department of Commerce for the Less Than Lethal Equipment Program
ACTION TAKEN: CRJm to approve, CBPs, mc

ADMINISTRATION

3a Resolution Authorizing Auditor to void outstanding claims and warrants dated July 1, 2019 through June 30, 2020
ACTION TAKEN: CRJm to adopt, CBPs, mc

3b Approval of Statement of Work AND Quote Confirmation forms for BOCC Board Room Technology Upgrade Project
ACTION TAKEN: CRJm to approve, CBPs, mc

3c Corrected Resolution reappointing Roxi Baxley and George Winn to the Fair Advisory Board
ACTION TAKEN: CRJm to adopt, CBPs, mc

Meeting concluded at 10:18 a.m. and continued to 9 a.m., Monday, December 20, 2021.

There are no Zoom chat logs for the week of December 13.

The Board of Commissioners attended WSAC Virtual COVID update and Clallam Transit Meeting during the week of December 13.

PASSED AND ADOPTED this 21st day of December 2021.

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

_____
Bill Peach

KEY TO ABBREVIATIONS:

ARS	Administrator Rich Sill	m	moved
CMO	Commissioner Mark Ozias	mc	motion carried
CRJ	Commissioner Randy Johnson	s	seconded
CBP	Commissioner Bill Peach		

DRAFT

2a
12/21/21

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 12/20/21**

REGULAR AGENDA ☒ **Meeting Date: 12/21/21**

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

Item summary:

☐ Call for Hearing
☐ Resolution
☐ Draft Ordinance
☒ Contract/Agreement/MOU - Contract # 811-21-06
☐ Proclamation
☐ Final Ordinance
☐ Budget Item
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Renewal of the Violence Against Women STOP Grant Program for the period 01/01/22-12/31/22 in the amount of $16,417. This grant is awarded from the Washington State Department of Commerce. This grant provides reimbursement funds for law enforcement training and equipment to the Clallam County Sheriff's Office, Port Angeles and Sequim Police Departments to help improve the community response to violence against women.

The breakdown of the grant funding is as follows:
Clallam County - $1,500 for tripods for deputies to electronically record interviews in the field, $5,310 for training costs, $1,802 Grant Coordinator salary/benefits, and $601 for indirects.
Port Angeles - $4,604 for training costs
Sequim - $2,600 for training costs
There is a match requirement of $5,473 which is met by calculating the salary and benefits of the officers and deputies while at the trainings.

Budgetary impact: **If a budget action is required, has it been submitted and a copy attached?** ☐
A budget change form will be submitted in January 2022 to add this supplemental funding to the 00100.811 Sheriff's Operations budget.

Recommended action:
Approval by the Board

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

Name of Employee/Stakeholder attending meeting: Alice Hoffman, Chief Civil Deputy

Relevant Departments: Sheriff's Office

Date submitted: 12/15/21

FACE SHEET

Grant Number: F21-31103-040
County Contract #811-21-06

Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
FFY 2021 Violence Against Women STOP Grant Program

1. Grantee Clallam, County Of 223 E 4th St Ste 3, Port Angeles, WA 98362	**2. Grantee Doing Business As (optional)** Clallam County Sheriff's Office
3. Grantee Representative Elizabeth Waknitz Administrative Specialist Phone: (360) 417-2393 Email: Ewaknitz@co.clallam.wa.us	**4. COMMERCE Representative** Cheryl Rasch Program Coordinator Phone: (360) 725-2870 cheryl.rasch@commerce.wa.gov PO Box 42525 98504-2525 1011 Plum Street SE Olympia, WA 98501

5. Grant Amount	6. Funding Source	7. Start Date	8. End Date
$16,417.00	Federal: ☑ State: ☐ Other: ☐ N/A: ☐	01/01/2022	12/31/2022

9. Federal Funds (as applicable)	Federal Agency	CFDA Number	Indirect Cost Rate
	Department of Justice, OVW	16.588	33.33%

10. Tax ID #	11. SWV #	12. UBI #	13. DUNS #
N/A	SWV0000200-05	054004559	075739235

14. Grant Purpose
STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and Attachments and have executed this Grant on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment A – Certification of Compliance with Federal Regulations; Attachment B – U.S. Department of Justice Certified Standard Assurances; Attachment C – Certification Form – Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements; Attachment D – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters; Attachment E – Scope of Work; Attachment F – Budget; and Grantee's Application for Funding as submitted and approved by COMMERCE.

FOR GRANTEE	FOR COMMERCE
Signature	Diane Klontz, Assistant Director
Mark Ozias Name	Date
Chair Title	APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019 APPROVAL ON FILE
Date	

Approved as to form only by:
Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

1. AUTHORITY

COMMERCE and Grantee enter into this Grant pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 09/13/2021
Federal Award Identification Number (FAIN): 15JOVW-21-GG-0058-MUMU
Total amount of the federal award: $3,449,421.00
Total amount of federal award 15JOVW-21-GG-0058-MUMU funding in this Grant: $16,417.00

The Grantee agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from grant activities shall contain the following statement:

> "This project was supported by Subgrant No. **F21-31103-040** awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Grant funds are administered by the Office of Crime Victims Advocacy, Community Services and Housing Division, Washington State Department of Commerce.

3. AUDIT

If the Grantee is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 C.F.R. 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than $750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE. The Grantee shall submit all requests for reimbursement on the Invoice Voucher (A-19) form provided by OCVA program staff.

Invoices shall be submitted at least quarterly, but not more often than monthly, on the Invoice Voucher (A-19) Forms. The Invoice Voucher shall be submitted to Cheryl Rasch, Program Coordinator, Office of Crime Victims Advocacy, Post Office Box 42525, Olympia, Washington 98504-2525. Invoices can also be submitted electronically by email to cheryl.rasch@commerce.wa.gov or via Secure Access Washington to the Commerce Contract Management System (CMS).

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made via electronic funds transfer.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Grants Financial Guide, which can be found at https://www.justice.gov/ovw/page/file/1116786/download.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Grant, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

5. COMPENSATION

COMMERCE shall pay an amount not to exceed **$16,417.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment E – Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment F – Budget.

Grantee shall provide a non-federal match. The total match to be provided shall be at least **$5,473.00** unless otherwise agreed upon and fulfilled by STOP Grant county partners. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. An expended amount of match funds must be identified on the invoice voucher form provided by COMMERCE.

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Payment will be on a reimbursement basis only.

Consultant fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day.

Travel expenses incurred or paid by the Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the state of Washington Office of Financial Management Travel Regulations. Travel expenses are included in the maximum grant amount for this Grant. Current rates for travel may be accessed using the following link:
https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf.

6. CONFERENCES, MEETINGS, AND TRAININGS

The Grantee, and any Subgrantee, must comply with all applicable laws, regulations, policies, and official Department of Justice (DOJ) guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of

conferences and the rules applicable to this award appears on the Office of Violence Against Women (OVW) website at https://www.justice.gov/ovw/conference-planning.

OVW Training Guiding Principles

The Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/ovw/grantees#Resources.

Food and Beverage Costs

The Grantee agrees STOP Formula Grant Program funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or training volunteers. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: https://www.justice.gov/ovw/page/file/1008816/download.

7. DEBARMENT

A. Grantee, defined as the primary participant and it principals, certifies by signing these Terms and Conditions that to the best of its knowledge and belief they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

8. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant

9. GRANT MODIFICATION

Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, COMMERCE may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, COMMERCE may analyze Grant expenditures as a proportion of the Grant budget. If COMMERCE determines, in its sole discretion, that the Grant funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the Grant to reduce the balance of the Grant budget. Funds de-obligated by COMMERCE as a result of a budget reduction may be made available to other Grantees for the provision of eligible program activities.

10. INDIRECT COSTS

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of up to ten (10) percent of modified total direct costs (MTDC) may be used.

11. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

12. NON-COMPLIANCE WITH NON-DISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

13. NON-SUPPLANTING

The Grantee agrees that Grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this Grant. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this Grant, recoupment of monies provided under this Grant, and civil and/or criminal penalties.

14. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 U.S.C. 1501 – 1508.

No funds may be used to work for or against ballot measures or for or against the candidacy of any person for public office.

15. POTENTIAL FRAUD, WASTE, ABUSE AND SIMILAR MISCONDUCT

The Grantee agrees to promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subgrantee, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Divisions, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (800) 869-4499 (phone) or (202) 616-9881 (fax).

16. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 C.F.R. Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.

B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

C. Minimum procedural requirements, as follows:

1. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
2. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
3. Positive efforts shall be made to use small and minority-owned businesses.
4. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
5. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
6. Some form of price or cost analysis should be performed in connection with every procurement action.
7. Procurement records and files for purchases shall include all of the following:
   a. Contractor selection or rejection.
   b. The basis for the cost or price.
   c. Justification for lack of competitive bids if offers are not obtained.

8. A system for contract administration to ensure subcontractor conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.

D. The Grantee and Subgrantees must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source contract or a contract where only one bid or proposal is received when value of this contract is expected to exceed $5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

17. REPORTING

The Grantee shall submit an annual progress report electronically on a form provided by COMMERCE for the work performed. The electronic report is due to COMMERCE **January 15, 2023** (for the performance period January 1, 2022 through December 31, 2022). The Grantee shall maintain documentation and records that support the progress report.

18. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, Grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

19. STATUTORY AND REGULATORY REQUIREMENTS

The Grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, Violence Against Women Act of 2000, P.L. 106-386, Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 C.F.R. Part 90.

20. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

21. VAWA 2013 NON-DISCRIMINATION PROVISION

The Grantee acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Grant. Grantees may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the programs, so long as the Grantee provides comparable services to those who cannot be provided with sex-segregated or sex-specific programming. The Grantee agrees that it will comply with this provision.

22. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Face Sheet
- Special Terms and Conditions
- Attachment A – Certification of Compliance with Federal Regulations
- Attachment B – U.S. Department of Justice Certified Standard Assurances
- Attachment C – Certification Form - Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements
- Attachment D – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters
- Attachment E – Scope of Work
- Attachment F – Budget
- General Terms and Conditions
- Application for Funding as submitted and approved by COMMERCE

GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Department of Commerce.

C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.

D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

F. "State" shall mean the state of Washington.

G. "Subgrantee" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate grant with the Grantee. The terms "subgrantee" and "subcontractors" mean subgrantee(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential

Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within twenty-four (24) hours of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

7. DISPUTES

In the event that a dispute arises under this Grant, it shall be determined by a Dispute Board in the following manner: Each party to this Grant shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Grant terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

11. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten (10) business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

15. SUBCONTRACTING/SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the state of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

16. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover grant and all administrative costs directly related to the replacement grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

A. Stop work under the Grant on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors/Subgrantees.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A

CERTIFICATION OF COMPLIANCE WITH FEDERAL REGULATIONS

All OVW award recipients, and any subrecipient ("subgrantee") at any tier, must comply with the requirements below. In addition, the general terms and conditions applicable to all OVW grants and cooperative agreements are available at https://www.justice.gov/ovw/grantees#award-conditions. These do not supersede any specific conditions in this award document.

1. **Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide**

   The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance.

2. **Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OVW authority to terminate award)**

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

   The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions *(Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award))*, and are incorporated by reference here.

3. **Employment Eligibility Verification for Hiring Under the Award**

   The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipients ibligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (*Award Condition: Employment eligibility verification for hiring under award)*, and are incorporated by reference here.

4. **Determinations of Suitability to Interact with Participating Minors**

   The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individuals' employment status. Details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions *(Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors)*, and are incorporated by reference here.

5. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38 and 28 C.F.R Part 54**

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

   Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

6. **General Appropriations – Law Restrictions on the use of Federal Funds**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions *(Award Condition: General appropriations-law restrictions on use of federal award funds)*, and are incorporated by reference here.

7. **Unreasonable Restrictions on Competition Under the Award; Association with Federal Government**

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions *(Award Condition: Unreasonable restrictions on competition under the award; association with federal government)*, and are incorporated by reference here.

8. **Restrictions on "Lobbying" and Policy Development**

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this Grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

9. **Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712

10. **Notification of Findings of Discrimination or Non-Compliance**

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the recipient, or a program partner or participant receiving contract funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the Department of Commerce (COMMERCE).

The recipient, and any subrecipient ("subgrantee") at any tier, shall include a statement clearly stating whether or not the finding is related to any contract activity supported with a contract in which U.S. Department of Justice funds are involved, and identify all open contracts utilizing U.S. Department of Justice funding by contract number and program title.

11. Confidentiality and Information Sharing

The recipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), non-disclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees. The recipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

12. Policy for Response to Workplace-related Incidents of Sexual Misconduct, Domestic Violence and Dating Violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions *(Award Condition: Policy for response to work-place related sexual misconduct domestic violence, and dating violence),* and are incorporated by reference here.

13. Copyrighted Works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. The Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

As the duly Authorized Representative of the Grantee, I hereby certify that the Grantee (and any subgrantees) will comply with the above regulations, as applicable

Clallam County Sheriff's Office
Agency Name

Alice Hoffman
Name of Authorized Official

Chief Civil Deputy
Title of Authorized Official

Signature of Authorized Official

12.15.21
Date

U.S. DEPARTMENT OF JUSTICE
CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

1. I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

2. I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

3. I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

   A. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;

   B. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and

   C. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

4. The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

   A. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

   B. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)),which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

   C. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

   D. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

5. The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

6. I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

7. I assure that the Applicant will give the Department and the Government Accountability Office, through any Authorized Representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

8. I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

   A. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

   B. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

9. If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

10. If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C.10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Clallam County Sheriff's Office
Agency Name

Alice Hoffman — Chief Civil Deputy
Name of Authorized Official — Title of Authorized Official

Signature of Authorized Official — 12-15-21
Date

CERTIFICATION FORM
Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements
*Please read carefully the Instructions (see below) and then complete Section A **or** Section B **or** Section C, not all three.*

Recipient's Name: Clallam County Sheriff's Office	
Address: 223 E 4th St Ste 3, Port Angeles, WA 98362	
Is agency a Direct ☐ or Sub recipient ☑ of OJP, OVW or COPS funding?	Law Enforcement Agency? Yes ☐ No ☐
DUNS Number: 075739235	Vendor Number (only if direct recipient): N/A
Name and Title of Contact Person: Elizabeth Waknitz, Administrative Specialist	
Telephone Number: (360) 417-2393	E-Mail Address: Ewaknitz@co.clallam.wa.us

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

☐ Less than fifty employees. ☐ Indian tribe. ☐ Medical Institution.
☐ Nonprofit Organization. ☐ Educational Institution. ☐ Receiving an award less than $25,000

I, _____ [*responsible official*], certify that [*recipient*] is not required to prepare an EEOP for the reason(s) checked above, pursuit to 28 C.F.R. § 42.302. I further certify that _____ [*recipient*] will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title *Signature* *Date*

Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient has fifty or more employees and is receiving a single award or, subaward of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [*responsible official*], certify that _____ [*recipient*] Which has fifty or more employees and is receiving a single award for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 C.F.R. pt. 42, subpt E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____

[organization],

_____

[address].

Print or Type Name and Title *Signature* *Date*

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, Alice Hoffman [responsible official], certify that Clallam County [recipient], which has fifty or more employees and is receiving a single award of $500,000 or more, has formulated an EEOP in accordance with 28 C.F.R. pt. 42, subpt. E, and sent it for review on 10-24-21 [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Alie Hoffman *Signature* 12-15-21

Print or Type Name and Title *Signature* *Date*

ATTACHMENT D

RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

1. In accepting this award, the recipient--

A. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

B. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

A. it represents that--

1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

B. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Clallam County Sheriff's Office
Agency Name

Alice Hoffman — Chief Civil Deputy
Name of Authorized Official — Title of Authorized Official

Signature of Authorized Official — 12.15.21
Date

ATTACHMENT E

SCOPE OF WORK

January 1, 2022 through December 31, 2022

Clallam County Sheriff's Office shall provide staff and furnish goods and services necessary to accomplish the activities under the STOP Violence Against Women Formula Grant Program during the Grant period.

This Grant is not a Benefit or Entitlement to the Grantee. It is not to be used to acquire property or services for the state government's direct benefit. The principle purpose of this Grant is to provide funding for Clallam County Sheriff's Office to accomplish a public purpose.

Funding from this Grant must be used to support the Grantee's STOP Violence Against Women Formula Grant Program. Grantee must ensure that activities funded under this Grant program are available to adult or youth victims (ages 11 or older) of domestic violence, sexual assault, stalking or dating violence during Grantee's regular business hours and shall include, but not be limited to:

- training related to crimes involving adult or youth victims (ages 11 and older) of domestic violence, sexual assault, dating violence, and/or stalking;
- training focusing on topics or issues that will increase efforts to hold offenders accountable while enhancing law enforcement's response to adult or youth victims (ages 11 and older) of sexual assault, domestic violence, dating violence, or stalking;
- attend local and/or national training sessions;
- active collaboration with victim services and prosecution to ensure a supportive and strong coordinated response for victims of domestic violence; sexual assault, dating violence, and stalking; and
- ensuring that goods and services, supplies or administrative costs supported by this grant program are related to issues involving adult or youth victims (ages 11 and older) of domestic violence, sexual assault, dating violence or stalking.

Services provided must be consistent with current state and federal laws and mandates.

Outreach, Public Awareness and Education Activities: Grant funds may only be used to support, inform, and provide outreach to victims about available services. Grantee agrees grant funds will not be used to conduct public awareness or community education campaigns or related activities.

Coordinated Community Response Team: The Grantee and Subgrantees, if applicable, shall participate at least quarterly, in the county's Coordinated Community Response Team to increase the safety of victims of domestic violence, sexual assault, dating violence and/or stalking and hold offenders accountable. OCVA Program Staff may conduct periodic checks for compliance with participation in the CCR. Noncompliance may result in suspension of payments to Grantee under this Grant.

Victim Safety and Recovery: The Grantee and Subgrantees, if applicable, agree that these funds will not support activities that compromise victim safety and recovery and undermine offender accountability, such as:

1. Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, income or lack of income, or the age and/or sex of their children.
2. Procedures or policies that compromise the confidentiality of information and/or privacy of persons receiving services.

3. Procedures or policies that require victims to take certain actions (e.g., seek an order of protection, receive counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies) in order to receive services.
4. Procedures or policies that fail to include conducting safety planning with victims.
5. Project designs, products, services, and/or budgets that fail to account for the unique needs of individuals with disabilities, with limited English proficiency, or who are Deaf or hard of hearing, including accessibility for such individuals.

The Office on Violence Against Women (OVW) does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

DELIVERABLES

The Grantee shall be responsible for the following deliverables:

1. Participation in coordinated community response meetings at least quarterly – As detailed above
2. Reports – As described in Section 17 of the Special Terms and Conditions
3. Vouchers – Must be submitted at least quarterly

PERFORMANCE MEASURES

Provision of the deliverables listed above will be measured using the following performance measures:

1. Participation in at least 75% of coordinated community response meetings
2. 100% of required reports will be submitted on time
3. 90% of vouchers will be completed on time

ATTACHMENT F

BUDGET

January 1, 2022 through December 31, 2022

Category	Amount
Salaries	$ 1,335.00
Benefits	$ 467.00
Subgrantees	$ 7,204.00
Goods and Services	$ 6,810.00
Indirect	$ 601.00
Total Grant Budget	**$ 16,417.00**
Match	$ 5,473.00
Total Project	$ 21,890.00

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

The cost of allowable equipment purchased with these funds must be prorated to Grant activity usage, unless items are used 90% or more on Grant activities. Equipment authorized to be purchased with Grant funds must be documented in an inventory system indicating, at a minimum, date of purchase, quantity, and distribution. It must also be purchased within the first quarter of the Grant.

Printing of Materials: OCVA must forward requests to print brochures, billboards, and other publications to the Office on Violence Against Women not less than twenty (20) days prior to public release of the materials. If approved, the printing must be completed within the first three (3) months of the Grant.

Food and Beverage Costs: The Grantee agrees Grant funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or training volunteers. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: https://www.justice.gov/ovw/page/file/1008816/download.

Consultant fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day.

No Grant funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. However, this does not apply to law enforcement agencies or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

2b
12/21/21

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ **Meeting Date: 12/13/21**

REGULAR AGENDA ☒ **Meeting Date: 12/21/21**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # **334.21.006-1**
☒ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: PURPOSE: To amend the above-referenced agreement (SEANWS-2021-ClCoCD-00006) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County (RECIPIENT) for the Clallam Marine Resources Committee Operations (PROJECT). The purpose of this amendment is to: 1) Revise the effective date of the agreement to July 1, 2021.

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

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

County Official signature & print name: Mary Ellen Winborn
Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Rebecca Paradis

Relevant Departments: DCD

Date submitted: 12/6/21

DEPARTMENT OF ECOLOGY
State of Washington

334-21-0006-1

AMENDMENT NO. 1
TO AGREEMENT NO. SEANWS-2021-ClCoCD-00006
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
Clallam County

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County (RECIPIENT) for the Clallam Marine Resources Committee Operations (PROJECT).

The purpose of this amendment is to:

1) Revise the effective date of the agreement to July 1, 2021.

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

Effective Date:

Original: 10/01/2021 Amended: 07/01/2021

CHANGES TO THE BUDGET

Funding Distribution EG220114

Funding Title: MTCA-Marine Resources Committees 21-23

Funding Type: Grant

Funding Effective Date: 07/01/2021 Funding Expiration Date: 06/30/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund:

Type: State

Funding Source %: 100%

Description: To distribute equally among the seven Puget Sound Marine Resources Committees.

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 26.22%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? Yes

MTCA-Marine Resources Committees 21-23	**Task Total**
MRC Operations	$ 98,000.00
2. Education and Outreach	$ 25,000.00
3. Monitoring	$ 7,000.00
4. Olympia oyster restoration	$ 0.00
	Total: $ 130,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
MTCA-Marine Resources Committees 21-23	0 %	$ 0.00	$ 130,000.00	$ 130,000.00
2021-22 Puget Sound Partnership/EPA	0 %	$ 0.00	$ 37,000.00	$ 37,000.00
2022-23 Puget Sound Partnership/EPA	0 %	$ 0.00	$ 29,000.00	$ 29,000.00
Total		**$ 0.00**	**$ 196,000.00**	**$ 196,000.00**

AUTHORIZING SIGNATURES

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

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

This amendment will be effective 07/01/2021.

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

Washington State
Department of Ecology

By: _____

Joenne McGerr Date

Shorelands

Program Manager

Clallam County

By: _____

Mark Ozias Date

Commissioner

Template Approved to Form by
Attorney General's Office

2C
12/21/21

AGENDA ITEM SUMMARY

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

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date: 12/20/2021**

REGULAR AGENDA ☒ **Meeting Date: 12/21/2021**

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 19961.21.012

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
This is our Personal Services Agreement with the Black Ball Transportation, Inc. in the amount of $21,000 for the COVID-19 Vaccine Marketing Campaign.

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 for this contract is already included in the 2021 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: Randy Johnson

Relevant Departments: BOCC/Finance

Date submitted: 12/13/2021

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

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

PERSONAL SERVICES AGREEMENT

Contract Number: 19961.21.012

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

Name: Black Ball Transportation, Inc.

Address: 820 NE 45th Street, Suite 3

Seattle, WA 98105

Phone Nº:

(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 first day of November 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of March 2022.

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

CONTRACTOR:

_____

Name:

Date:_____

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____

Mark Ozias, Chair

ATTEST:

_____

Loni Gores, Clerk of the Board

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

Originals: BOCC
Vendor
Initiating Department

SCOPE OF WORK

COVID-19 Vaccine Marketing Campaign:

- Implementation, Monitoring and Data Analyzing
- Campaign Branding and Development
- Campaign Logo Design
- Website Purchase and Design
- Google Ads and Social Media Ads Design
- Google, Microsoft and Social Media Ads purchase

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of TWENTY ONE THOUSAND DOLLARS ($21,000) per calendar year for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly invoiced.

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

☐ **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 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 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 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. 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. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time

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

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 bylaw.

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

(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. 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: Debi Cook

    Title: Financial Systems Administrator/Budget Director

    Address: 223 East 4th Street, Suite 4, Port Angeles, WA 98362

    Telephone: 360.417.2382

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

    Fax: 360.417.2493

    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. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.

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 Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

(a) Applicable federal, state and local statutes, ordinances and regulations;

(b) Scope of Work (Attachment A) and Compensation (Attachment B);

(c) Special Terms and Conditions (Attachment D); and

(d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

☒ With each request for payment.

☐ Monthly.

☐ Quarterly.

☐ Semi-annually.

☐ Annually.

☐ Project completion.

☐ Other (specify):

Progress reports shall include, at a minimum, the following:

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

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

☒	COMPREHENSIVE GENERAL LIABILITY:		
	Bodily injury, including death.	$1,000,000	per occurrence
	Property damage	$1,000,000	per occurrence
☐	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
	Property damage 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 insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurances is primary. 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 twenty (20) days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

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):.

2d
12/21/21

AGENDA ITEM SUMMARY

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

Department: Finance

WORK SESSION ☒ **Meeting Date:** **12/20/2021**

REGULAR AGENDA ☒ **Meeting Date:** **12/21/2021**

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 19961.21.001

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other Monthly Review

Documents exempt from public disclosure attached: ☐

ARPA SUBRECIPIENT AGREEMENT AMENDMENT—CLALLAM COUNTY PUD FOR PROVISION OF RESIDENTIAL AND COMMERCIAL UTILITY ASSISTANCE GRANTS

Attached for your review and approval is an amendment to the ARPA Subrecipient Agreement for Residential and Commercial Utility Assistance Grants with Clallam County PUD which was executed by the County on July 27, 2021. This amendment is administrative in nature, as it adds certain additional required contractual elements that all ARPA subrecipient agreements executed after this agreement contain that were initially not included in this first ARPA subrecipient agreement executed by the County, including the Federal Tax ID and DUNS # of Clallam PUD, the federal CFDA number assigned to the ARPA funds grant provided to the County by the US Treasury, and the Federal FAIN # assigned to our ARPA interagency agreement with the US Treasury.

This amendment also adds certain eligible usage language found in other County ARPA subrecipient agreements executed after this agreement to conform the PUD agreement to our most recent standard ARPA subrecipient agreement. This language includes the additional allowed usages of ARPA funds to address the disparate impact of COVID-19 on certain populations and geographics by provision of services to address health disparities and the social determinants of health, to build stronger neighborhoods and communities, to address educational disparities exacerbated by COVID-19, and promoting healthy childhood environments including supporting child care.

All of other terms and conditions of the original agreement are unchanged.

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?)
We request the Commissioner's approval to execute this amendment during the 12/21/21 BOCC meeting.

County Official signature & print name:  Mark Lane

Name of Employee/Stakeholder attending meeting: Mark Lane

Relevant Departments: Finance, BOCC

Date submitted:

December 14, 2021

Contract __19961.21.001_____

ARPA SUBRECIPIENT 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 Clallam County PUD, a Washington state public utility ("Subrecipient"), and changes the following attachments to the agreement entered into on July 27, 2021.

This Amendment is comprised of the text found on Attachment 1.

The term of this Amendment shall commence on the 27th day of July, 2021 and shall terminate as provided elsewhere in the Agreement.

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

SUBRECIPIENT

_____

Print name: Doug Nass

Title: General Manager

Date: _____ 20

CLALLAM COUNTY BOARD OF COMMISSIONERS

_____
Mark Ozias, Chair

Originals: BOCC
Clallam PUD
Finance Department

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY. APPROVED BY DEE BOUGHTON ON 12/10/2021

AMENDMENTS TO THE ORIGINAL AGREEMENT

Paragraph 1, page 1, is amended to read as follows:

"This ARPA Subrecipient Agreement ("Agreement") is dated as of the 27th day of July, 2021, by and between Clallam County, a Washington political subdivision ("County"), and Clallam County PUD (Federal Tax ID 91-6001041, DUNS #047494331), a Washington state public utility ("Subrecipient")"

Paragraph 2, page 1, is amended to read as follows:

"WHEREAS, the U.S. Department of the Treasury ("Treasury") has allocated to the County $15,020,640 of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 ("ARPA Funds") under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA Act"), of which $7,510,320 was outlaid to the County on May 28, 2021 with the remainder of funds of $7,510,320 to be disbursed by Treasury to the County one year thereafter, for the limited purposes identified in the Interagency Agreement between the Treasury and Clallam County designated under FAIN #SLFRP2169 ("IGA"), identified as Attachment A, the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule ("Interim Final Rule"), identified as Attachment B, and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds ("Compliance & Reporting Guidelines"), identified as Attachment C. Attachments A, B & C are attached hereto and incorporated herein by this reference."

Paragraph 3, page 1, is amended to read as follows:

"WHEREAS, the ARPA Act authorizes the County to expend ARPA Funds awarded to the County for the following eligible purposes as outlined in the Interim Final Rule as follows:

(1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
(2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
(3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
(4) To make necessary investments in water, sewer, or broadband infrastructure;
(5) To address the disparate impact of COVID-19 on certain populations and geographics, additional eligible services may include:

a. Addressing health disparities and the social determinants of health, including community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;

b. Building stronger neighborhoods and communities, including supportive housing

and other services for individuals experiencing homelessness, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;

c. Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and

d. Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth. (collectively "Eligible Uses")."

Paragraph 4, page 1, is amended to read as follows:

"Pursuant to the ARPA Act, Eligible Uses under this non-R&D federal program must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final disbursement of all funds no later than December 31, 2026."

Item 3, page 2, is amended to read as follows:

3. "Subrecipient's Use of ARPA Funds. The Subrecipient shall ensure that the ARPA Funds requests are necessary Eligible Uses under one of the following cost categories: a) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers, c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; d) To make necessary investments in water, sewer, or broadband infrastructure; and e) To address the disparate impact of COVID-19 on certain populations and geographics by provision of services to address health disparities and the social determinants of health, to build stronger neighborhoods and communities, to address educational disparities exacerbated by COVID-19, and promoting healthy childhood environments."

All other terms or conditions of the original Agreement not described or mentioned here remain unchanged and continue to have their full force and effect.

2e
12/21/21

AGENDA ITEM SUMMARY

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

Department: Finance

WORK SESSION ☒ **Meeting Date:** **12/20/2021**

REGULAR AGENDA ☒ **Meeting Date:** **12/21/2021**

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 19961.21.002

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other Monthly Review

Documents exempt from public disclosure attached: ☐

ARPA SUBRECIPIENT AGREEMENT AMENDMENT—CLALLAM ECONOMIC DEVELOPMENT COUNCIL FOR PROVISION OF ECONOMIC ASSISTANCE GRANTS TO SMALL BUSINESSES AND NONPROFITS:

Attached for your review and approval is an amendment to the ARPA Subrecipient Agreement for Small Business & Nonprofit Economic Assistance Grants with Clallam EDC which was executed by the County on August 10, 2021. This amendment adds certain eligible usage language found in other County ARPA subrecipient agreements executed after this agreement to conform the EDC agreement to this new language found in our most recent standard ARPA subrecipient agreement. This language addresses the additional allowed usages of ARPA funds to address the disparate impact of COVID-19 on certain populations and geographics by provision of services to address health disparities and the social determinants of health, to build stronger neighborhoods and communities, to address educational disparities exacerbated by COVID-19, and promoting healthy childhood environments including supporting child care.

The amendment also broadens the provision of assistance to organizations providing child care services in Clallam County to include small business, nonprofits and special districts that provided child care services to populations disparately impacted by the COVID-19 pandemic.

The amendment also sets ARPA assistance awards for non-child care and child care assistance grants under the EDC Lifeboat3 Program as follows:

- For Small Businesses and Non-Profits (Excluding Child Care Service Providers)--from $5,000 up to a maximum of $20,000 (consistent with the original agreement);

- For Small Businesses, Non-Profits and Special Districts that provide Licensed, Non-Exempt Child Care services in Clallam County-- from $5,000 up to a maximum of $20,000;

- For Small Businesses, Non-Profits and Special Districts that provide Licensed, Exempt Child Care Services in Clallam County--from $5,000 up to a maximum of $60,000.

It should be noted that the higher award limit proposed above for licensed/exempt providers of child care services in Clallam County is based on the significant amount of state funding being provided to non-exempt child care providers, but for which licensed/exempt providers are not eligible to receive. As many licensed/exempt providers of child care in Clallam County played a pivotal role in addressing the severe need for child care services during the COVID-19 pandemic and incurred substantial costs in ramping up their child care programs to meet this demand and based on the number child care applicants requesting funding, the EDC Grant Selection Committee requested the maximum award limit be raised to reflect these providers' inability to secure any funding from the new state-sponsored child care funding.

This amendment also reflects a small change in the composition of the Lifeboat3 Grant Selection Committee, with the addition of Johanna Bartee as the reviewer of all child care provider applications.

Finally, as the first Lifeboat3 application window has now closed and the first tranche of ARPA small business/nonprofit economic assistance grants have now been issued totaling $1,002,116, this amendment updates the Scope of Work of the agreement to provide for the opening and closing of subsequent application windows to be at the discretion of the Lifeboat3 Grant Selection Committee until all remaining funds are disbursed. The only condition placed on this discretion is that each application window must remain open for no less than 30 days in order to balance the need to give applicants adequate time to apply with the need to get funds disbursed to those businesses and nonprofits requiring economic assistance during the COVID-19 pandemic. Also the last application window must close no later than sixty days prior to the end of the term of the Agreement.

All of other terms and conditions of the original agreement are unchanged.

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?)
We request the Commissioner's approval to execute this amendment during the 12/21/21 BOCC meeting.

County Official signature & print name:  Mark Lane

Name of Employee/Stakeholder attending meeting: Mark Lane

Relevant Departments: Finance, BOCC

Date submitted:

December 10, 2021

Contract __19961.21.002_____

ARPA SUBRECIPIENT 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 Clallam County Economic Development Council, an Associate Economic Development ("ADO") within Clallam County ("Subrecipient"), and changes the following attachments to the agreement entered into on August 10, 2021.

This Amendment is comprised of the text found on Attachment 1.

The term of this Amendment shall commence on the 15th day of November, 2021 and shall terminate as provided elsewhere in the Agreement.

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

SUBRECIPIENT

_____

Print name: Colleen McAleer

Title: Executive Director

Date: _____ 20

CLALLAM COUNTY BOARD OF COMMISSIONERS

_____

Mark Ozias, Chair

Originals: BOCC
Clallam EDC
Finance Department

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY. APPROVED BY DEE BOUGHTON ON 12/10/2021

AMENDMENTS TO THE ORIGINAL AGREEMENT

Paragraph 5, page 1, is amended to read as follows:

"WHEREAS, the ARPA Act authorizes the County to expend ARPA Funds awarded to the County for the following eligible purposes as outlined in the Interim Final Rule as follows:

(1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
(2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
(3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
(4) To make necessary investments in water, sewer, or broadband infrastructure;
(5) To address the disparate impact of COVID-19 on certain populations and geographics, additional eligible services may include:

a. Addressing health disparities and the social determinants of health, including community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;

b. Building stronger neighborhoods and communities, including supportive housing and other services for individuals experiencing homelessness, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;

c. Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and

d. Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth. (collectively "Eligible Uses")."

Item 2, page 2, is amended to read as follows:

2. ARPA Funds. The County agrees to provide the Subrecipient a total sum not to exceed $3,000,000 to be used for provision of small business and non-profit economic support grants, with $500,000 to be specifically allocated for small businesses, nonprofits and special districts that provide child care services, and for reimbursement of the Subrecipient's indirect administrative costs as specified in Attachment E, conditioned on the requirement

that such funds will be disbursed by the Subrecipient to eligible organizations no later than December 31, 2024 based on eligibility criteria outlined in Attachment D."

Item 3, page 2, is amended to read as follows:

3. Subrecipient's Use of ARPA Funds. The Subrecipient shall ensure that the ARPA Funds requests are necessary Eligible Uses under one of the following cost categories: a) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers, c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; d) To make necessary investments in water, sewer, or broadband infrastructure; and e) To address the disparate impact of COVID-19 on certain populations and geographics by provision of services to address health disparities and the social determinants of health, to build stronger neighborhoods and communities, to address educational disparities exacerbated by COVID-19, and promoting healthy childhood environments.

1st Paragraph, of Attachment D "Scope of Work" is amended to read as follows:

"The Board of Commissioners is directing up to $3,000,000 to small business and non-profit relief using federal ARPA funding, of which $500,000 is to be allocated specifically to small businesses, nonprofits and special districts that provide child care services in Clallam County, with the remaining $2,500,000 allocated to other eligible small businesses and nonprofits located in Clallam County whose operations and financial condition were adversely impacted by the COVID-19 public health emergency, including a reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or due to other operating cost increases experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship. These funds must be fully distributed by December 31, 2024. The intent of this grant is to provide economic support grants through the Lifeboat3 Program based on applicants meeting the eligible business and non-profit criteria outlined in Item 1 below."

Item #1 of Attachment D is amended to read as follows:

1. Eligible Businesses and Non-Profit Organizations

Businesses and Non-Profit Organizations seeking ARPA funding through this program must:

- Be a Washington licensed business or non-profit organization active in the state of Washington, physically located and doing business in Clallam County;

- All business and non-profit types are eligible, however additional consideration will be given to the following:

    a. Small businesses who previously applied and qualified for funding through Working Washington grants or prior Lifeboat grants that received no funding;

    b. Small businesses who qualified for the 2nd PPP round of funding due to incurring a 25% or more reduction in revenues in a quarter, but did not receive a 2nd PPP loan;

    c. Startup businesses that commenced operations in 2019 or 2020 that were negatively impacted by the COVID public health emergency through additional costs associated with COVID-19 mitigating tactics or incurred higher operating costs due to the pandemic, whose business is in an industry specifically impacted by COVID-19, that experience a loss of expected startup capital due to the economic impacts and uncertainty of the pandemic, or due to other similar circumstances;

    d. Fishing guides that did not qualify for any state or federal assistance programs during the pandemic;

    e. Small businesses banking through large national banks that had limited funding made available through PPP loans;

    f. Restaurants;

    g. Non-profits whose revenue declined significantly due to cancellation of events due to COVID;

    h. Small businesses that were required to handle COVID patients but did not receive funding to cover related expenses;

    i. Event planner and festival operators negatively impacted by the COVID pandemic who did not qualify for any local, state or federal assistance programs;

    j. Businesses that changed their business type in 2019 or 2020 who meet all other criteria are eligible;

- Have an active business license and UBI in Washington State;
- Have a physical business or non-profit address in Clallam County;
- Have been in operation since December 2020 or earlier;
- Have not been debarred by the Federal Government;
- Not have any delinquent L&I tax debts, or any license violations at the time of award of Lifeboat3 funding;

- Receipt of Paycheck Protection Program (PPP) funds, EIDL Loan grants or funds, or CARES funding does not disqualify applicants, however applicants must include this information to ensure we do not reimburse a business for funds that the federal government already provided funds to support so as to avoid duplication of reimbursement of eligible expenses;

- Must certify that they have been negatively impacted by the COVID-related emergency public health protections that were or are in place and/or been subject to mandatory full or partial business closure any time after March 1, 2020 due to the COVID-19 public health emergency and/or the Governor's-related executive orders;

- Must certify that grant funds received will only be used for eligible operating expenses connected to the COVID-19 emergency and not be spent on an expense that has been funded by any other funder (whether private, Local, State or Federal);

- Applicants must return an IRS form W-9 before they can receive any Lifeboat3 awarded funding.

- Special districts who provide child care services in Clallam County to certain populations and geographics that were disparately impacted by the COVID-19 pandemic will also be considered;

- Grant limitations: one Lifeboat3 Small Business Grant per owner/business/non-profit entity or franchise holder.

Item #2 of Attachment D is amended to read as follows:

"2. Eligible Operating Costs

Funds are available to reimburse eligible business-related operating expenses incurred from March 1, 2020 thru December 31, 2024.

Businesses MAY NOT use the funding for the following activities:

- Any expense that would not be considered an eligible business expense by IRS rules;
- Any expense incurred prior to March 1, 2020;
- Political contributions;
- Bonuses to owners or employees;
- Charitable contributions;
- Gifts or parties;
- Draw or salary to owner that exceeded the amount that they were paid on a weekly or monthly basis for the same period in 2019 (excluding startup businesses that commenced operations in 2019 or 2020);
- Pay down or pay off debt by more than required in the underlying debt instrument;

- Any expense paid for through PPP loan funds, EIDL Loan or EIDL target or supplemental grant funds or other CARES funds;
- Legal settlements;
- Damages covered by insurance; and
- Capital Expenditures (outside of capital expenditures made to physical plant to enable social distancing, enhanced cleaning efforts, barriers or partitions, or other similar COVID mitigation improvements which are eligible)."

Item #3 of Attachment D is amended to read as follows:

"3. Program Funding and Award Amount

The County shall make $3,000,000 of ARPA funds available to the Lifeboat3 program that will be paid to CCEDC following receipt and approval of monthly A-19 equivalent reimbursement requests submitted by CCEDC detailing the small business and non-profit economic support grants to be disbursed by CCEDC based on eligible applications received, reviewed and certified by the Subrecipient as meeting the eligibility requirements herein until such ARPA funds are depleted. The amount of each economic support grant provided under the Lifeboat3 program shall range as follows:

- For Small Businesses and Non-Profits (Excluding Child Care Service Providers)--from $5,000 up to a maximum of $20,000;

- For Small Businesses, Non-Profits and Special Districts that provide Licensed, Non-Exempt Child Care services in Clallam County-- from $5,000 up to a maximum of $20,000;

- For Small Businesses, Non-Profits and Special Districts that provide Licensed, Exempt Child Care Services in Clallam County--from $5,000 up to a maximum of $60,000.

In the event that CCEDC identifies an applicant for which it believes an award in excess of the aforementioned award maximums is warranted based on the demonstrated severity of the negative economic impact sustained by the applicant due to the COVID public health emergency, the importance of the applicant's business/organization to the local economy of the County, the significance of mitigation actions taken by the applicant during the COVID pandemic for which no prior reimbursement funding was provided, and other relevant factors, the CCEDC may request approval of an award amount higher than the maximum from the County. Approval of such a request will be subject to the County receiving, reviewing and approving of sufficient additional justification and documentation to be provided by the CCEDC that supports the higher requested grant amount to be awarded.

All funds are to be disbursed no later than December 31, 2024."

Item #4 of Attachment D is amended to read as follows:

"4. Promotion of Equitable Outcomes & Planned Program Awareness Outreach Efforts

Clallam County is a geographically large, rural county which has historically been an economically distressed by federal and state standards. The entire county is considered a Difficult Development Area according to HUD's 2021 maps.

Based on the underinvestment of the County relative to populous thriving locations to east of the County, much of the County could also be considered underserved from an equity standpoint.

The County has three Qualified Census Tracts in Clallam County. One is the census tract enveloping the City of Forks and the other two are within the City of Port Angeles. In promoting the Lifeboat3 program, CCEDC will place special emphasis on outreach to businesses operating within these three census tract areas.

Clallam County also has a large Hispanic and Guatemalan population in the western side of the County and in the City of Forks. Additionally, the County has four tribes residing within it. One of those tribes has thrived economically and is one of the County's largest employers, while the other, very remote tribes, have not. As part of its program outreach efforts, CCEDC will reach out to tribal representatives to ensure they are aware of the Lifeboat3 grant program.

The CCEDC will measure equity to ensure businesses within hard-to-reach populations in the more remote western area of the county are made aware of the program, with outreach goals including:

- Reaching out to four west end community and religious organizations where minorities are members (First Baptist Church of Forks, Queen of Angeles in PA , St. Joes in Sequim);
- Having flyers available and asking to speak during their service announcements (if COVID protocols allow);
- Coordinating with the Center for Inclusive Entrepreneurship to ensure one-on-one counseling is available; and
- Having the Lifeboat3 application translated to Spanish and Nam (Guatemalan language spoken in Forks) and having a translator available if needed.

<u>Building Program Awareness, Access and Distribution</u>:

- With over 6,000 businesses in Clallam County, the goal of reaching every small business owner will be a challenge. CCEDC's will leverage its relationships with its city and local partners (Chambers of Commerce, United Way, Food Banks and the Center for Inclusive Entrepreneurship) which it has utilized in the past in promoting similar programs as part of its planned outreach and marketing efforts to reach as many small business owners as possible, including those who were unable to access earlier CARES Act funds.

- To provide adequate time for the CCEDC and its partners to reach as many small businesses in the County as possible while balancing the need to begin awarding grants to qualified small businesses and non-profits struggling during the COVID pandemic, CCEDC will keep the initial Lifeboat3 application window open for a period of no less than 30 days after the first application window opens, and thereafter future application windows may be closed by CCEDC's Lifeboat3 Grant Selection Committee at its discretion based on the number and amount of eligible request applications received to-date relative to the amount of remaining grant funds available for distribution.
- CCEDC will also use its weekly newsletters to promote the Lifeboat3 program to the newsletter's over 10,000 subscribers.
- CCEDC will also promote the program through its ChooseClallamFirst.com business resource website, as well through its Facebook and Instagram Accounts which generate tens of thousands of social media views."

Item #5 of Attachment D is amended to read as follows:

"5. Application Submission and Award Determination Timeline & Process:

The first window to apply for Lifeboat3 grants will open on Tuesday, August 17, 2021 at 4 pm at which time the application portal link on ChooseClallamFirst.com will open.

Clallam businesses and non-profit organizations will have no less than a 30-day window to apply. Applicants can apply at any time during the window.

The CCEDC Lifeboat3 Selection Committee may authorize at its discretion the opening and closing of initial and future application windows, so long as such application windows are no less than 30 days in duration, until all funding under this Agreement has been expended, provided that the last application window must close no later than sixty (60) days prior to the end of the term of this Agreement.

Applications will be reviewed by the Clallam County EDC team to verify the application requirements.

Complete and eligible applications will be forwarded to the Clallam County Lifeboat3 Selection Committee for their grading and review.

The Lifeboat3 Grant Selection Committee is comprised of nine members representing the following groups:

- Port Angeles Regional Chamber of Commerce
- Sequim Dungeness Chamber of Commerce
- Forks Chamber of Commerce
- City of Port Angeles
- City of Sequim
- City of Forks
- United Way

- Center For Inclusive Entrepreneurship
- Johanna Bartee (reviewing all Child Care Providers in Clallam County).

The Lifeboat3 Grant Selection Committee will review all qualified applications for the Lifeboat3 program. Grant selection and award amount will occur based on a points-based grading system established by CCEDC. Utilizing a complete list of all Clallam County businesses which have previously received CARES Act Grants, points will be deducted from an applicant's score to the extent the applicant has previously received a CARES Act-funded grant. If any member of the Clallam County Lifeboat3 Selection Committee has a conflict of interest in regard to an application that committee member will not grade the application and instead the average score from other committee members will be used.

Once it is determined all eligibility criteria outlined in "Item 1. Eligible Businesses and Non-Profit Organizations" above have been met and award amounts are determined by the Clallam County Lifeboat3 Selection Committee following conclusion of their application grading and review process, CCEDC will prepare and submit an A-19 equivalent reimbursement request to the County for approval.

Once approval of the related A-19 reimbursement request for such applications has been received from the County, approved applicants will enter into a contract with CCEDC."

All other terms or conditions of the original Agreement not described or mentioned here remain unchanged and continue to have their full force and effect.

2f
12/21/21

AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** December 21, 2021

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 11331-22-PAVEFNR

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
This Personal Services Agreement is between Clallam County HHS and PAVE for the "Family Navigation and Resources Program". The purpose of this program is to increase knowledge of, and access to, State and County based support services, community supports (both established and upcoming), medical and therapeutic resources through family support navigators on behalf of individuals who experience an intellectual and developmental disability. Agreement start date is January 1, 2022 thru December 31, 2023. The maximum program agreement amount is $59,693.00.

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

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

County Official signature & print name: Jenny Oppelt, Jenny Oppelt

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

Relevant Departments: Health & Human Services

Date submitted: December 15, 2021

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: PAVE
Address: PO Box 65969
Tacoma, WA 98465
Phone №: 253.722.9309

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 1st day of January 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2023.

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

CONTRACTOR

Tracy Kahlo

Tracy Kahlo, Executive Director

Print name: Tracy Kahlo

Title: Executive Director

Date: December 14th , 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

"Family Navigation and Resources"

To increase knowledge of, and access to, State and County based support services, community supports (both established and upcoming), medical and therapeutic resources through family support navigators. This proposal includes building an accessible information/services database for both families and service providers. This navigation program will encompass all of Clallam County with an emphasis on, but not restricted to, areas outside of the greater Port Angeles catchment area.

Community Needs and Benefit

Gaps in Services and Target Population

The target population for this program are families with children and/or youth impacted by ID/DD and/or Neurodiversity, transition age youth (14 - 21), along with the medical, therapeutic, and community support organizations that connect with and serve these individuals. The F2F staff have observed and provided support to families over the last 5 years who are falling through the cracks within Clallam County. These families are often outside of the greater Port Angeles area. Many are eligible for services, but lack the understanding or connections to apply for State and County DDA supports or are waiting for assessments and diagnosis. We intend to reach out to families who homeschool, have children and youth with additional challenges that may isolate them such as Behavioral Health, Language, LBGTQ+, and cultural barriers and family members with a diagnosis, deemed eligible and not receiving services or on the No Paid Services Caseload (NPSC). On the West End some communities between Port Angeles and Sequim, face restricted access, transportation scarcity, and little to no internet or cell phone coverage. Clallam County is identified as a resource and technology "desert" and COVID has only created a greater divide for these families.

Project Description

This project proposal has two main areas. The first is to develop a broader information access base for families and young adults focused on the supports and services through expanded information "portals". This will be accomplished through providing information and resources to already established information hubs through training of staff, informational videos, social media, and radio. We will also partner and provide support with programs such as the Y, First Steps, Lutheran Community Services and the Food Banks. This will bring information and resources to areas that may not have had prior knowledge or access, but where families go to find information or help, including daycare, community gathering places, small clinics, etc.

The second area of focus for the project is to provide navigation support for those seeking information. F2F has been doing community and peer-based navigation around complex care needs and for families connected to multiple systems on the Peninsula and across the State. This knowledge, experience, and expertise in the County lends itself to building a navigation program based on the needs of the DDA/IDD - Neurodiverse Community in Clallam County. Building on the first area, and taking it one step farther we propose to provide support in navigating the systems and community access to be a part of the journey with a family. We will be providing accessible learning opportunities on a variety of subjects that are inherent in a family's journey such as assessment and diagnosis, behavioral challenges, how to apply for services, how to build natural supports, and others applicable to their lives. These will be done through videos, podcasts, radio spots, and eventually, in-person workshops. We will provide information on how to connect with the F2F staff when families need more one-on-one support, and working with families and communities on how to build tools and skills to support those impacted children, youth, and young adults. Information on how to contact and work with the Navigators will be built into both the outreach plan and the information plan.

Community Inclusion and Integration

As stated previously, inclusion and integrative practice is at the heart of all the programs at PAVE. We put the individual and their family, whatever that may look like, at the center of all support strategies, and have them be the driver of what supports are needed and what community connections they may or may not choose to pursue. The proposed project will promote inclusion and integration through two strategies. One is around the individual and parent support. This is given regardless of age, gender, race/ethnicity, sexual preference, and/or economic status. Any support or activity is driven by the preferences, culture, and community of the family. Community activities are open to the entire community where they take place, with the focus being on families who are impacted by developmental/intellectual disorders. Written information will be available in English and Spanish, and staff has access to a 24-hour language line to reduce the barrier for families whose primary language is other than English. Activities and events will be tailored to the culture of the community in which they are held, with an intent to develop community investment and community leaders to promote sustainable networks of support for those families and individuals who experience intellectual/developmental disabilities. All written materials and social media will visually represent a diverse Clallam community, so that the information and support will reflect those who are seeking the materials. Those who access support in this project will see that the support staff are residents of Clallam County and experience many of the challenges they face.

The second area of inclusive practice will be around systems reflection and providing opportunities for community and family input. PAVE staff partnered and were co-leaders in the development and implementation of the Community Café's in Clallam County which led to the formation of the Clallam Resilience Project. The intent of the cafés was to gather community voice around trauma and family and community resiliency. This model brought together community members and families, along with systems and community stakeholders that touch these families. PAVE's collaborative work with the tribes within Clallam has supported the development of family and community driven programing and support that reflects the needs and concerns of tribal members receive the information, training, and navigation through PAVE program staff.

Outreach Plan

Our plan is to build upon work that has already been started around medical and mental health needs and add some targeted DDA information from both the County and the State levels. We will take advantage of program and organizational connections and contracts to enhance and add DDA-specific supports and information for families, youth, and the community supports around them. In our Strengthening Families Locally (SFL) contract there were three community organizations that were awarded resource navigator funds and PAVE would then have an opportunity to add DDA information and bridged resources to that work, expanding the capacity of this proposal. The work done through Head Start, Mariposa House in Forks, Olympic Medical Center, Peninsula College, Clallam Resilience Project, and other critical information hubs for the families of Clallam County are partners that have shown an interest in expanding the information base around DDA services and resources for families. This project would give F2F the capacity to work with these partners to broaden the outreach and information network for Clallam County.

Evaluation

Goals

This project has 4 main goals:

- To increase the knowledge of supports and services for families through building a current data base that is accessible to all family support organizations, as well as families.

- To increase pathways and platforms for easy-to-understand information, trainings, tip sheets, etc. for families, providers, and community organizations.
- To provide family support navigation and information for those families needing more intensive help in getting started or seeing next steps.
- To create training for local family leaders who are interested in learning to provide these supports within their own community, with the hope of building a stronger peer support network in areas that are isolated or resource poor.

Activities

Goal 1: Activities include but are not restricted to: a) Working with family support service agencies and organizations to gather data and information to build an interactive data base for shared information to increase access for families and those who support them. b) Establishing and dedicating time to maintaining the data base and convening a yearly review on usability.

Goal 2: Activities include but are not restricted to: a) Modifying and increasing current informative videos, webinars, to better reflect Clallam specific needs and information. b) Work with DDA and County agencies to create specific informational navigation material specific to DDA resources in Clallam County to increase family knowledge and community awareness.

Goal 3: Activities include but are not restricted to: a) Increasing family navigation hours dedicated to Clallam County families and developing training for new hire. b) Doing a targeted outreach and awareness campaign around family navigation services with PAVE and other community providers in identified resource-poor communities.

Goal 4: Activities include but are not restricted to: a) Bringing opportunities for family leadership training to families who express interest and/or communities who would like to build more support capacity. b) Gather information from and work with organization both in Clallam County and Statewide/National organizations that have family leadership training and programing to increase capacity.

Objectives

Goal 1: To provide a platform for cross system information sharing and planning around the support of Clallam County families.

Goal 2: To create easier avenues for families to obtain important information and skills, from where they go to get help through shared tools.

Goal 3: To increase family support in areas outside of Port Angeles and create increased capacity and support for existing programs through collaborative work.

Goal 4: To provide information to families about family leadership opportunities and create opportunities to explore what their participation may mean for themselves, their families, and their community.

Output

PAVE's capacity and practice of collecting and evaluating quantitative and qualitative data to drive the effectiveness and impact of the work is baked into the organization. This is a strong foundation within the organization and its systems. This is done at targeted reporting deadlines and on a routine schedule, to inform staff of any potential need or enhancement for effective activities.

- Work with DDA to convene meetings of stakeholders and community supports to build a process and accessible repository of shared data
- A series of learning opportunities on video, webinar, podcast, social media and in paper form
- Expanded family navigation capacity, outreach into underserved areas, and trainings finalized for family leaders

Outcome

Goal 1: A stronger network of information and collaborative relationships across family support (no wrong door).

Goal 2: Identify, enhance, and provide multiple ways for families to get the information and skills they need to increase access and reduce isolation.

Goal 3: A stronger network of support and information for families, especially in areas with little to no current family navigation supports.

Goal 4: An increase in trained family leaders to support other families and provide valuable input into what services and systems support the needs of their communities.

BILLING INFORMATION

Each month PAVE will submit a billing form and a narrative report detailing the activities and progress on each of the goals and activities listed under the Evaluation criteria (above) for the previous month. Participant's names will be included in the monthly report. The billing and narrative is to be submitted on or before the 10th of the month following the reported activities.

At the conclusion of this contract PAVE will submit a comprehensive narrative report describing the outcomes of this program including its strengths, weakness/challenges and proposals/recommendations for change or modifications to strengthen the program. This narrative will be submitted to the County within 30 days of the end of this contract.

An administration fee of $400 may be billed upon delivery of the comprehensive narrative.

PAVE	$ 59.293.00
Evaluation Report	$ 400.00
Maximum Consideration	$ 59,693.00

CRIMINAL HISTORY BACKGROUND CHECK

All employees and volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check. RCW 43.43 and WAC 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of **FIFTY-NINE THOUSAND SIX HUNDRED NINETY-THREE DOLLARS ($59,693.00)** for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify)

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

OR

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

Name/Position ***Hourly Rate***

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

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

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: Kelley Lawrence

Department: Clallam County Health & Human Services

Title: County Coordinator · Developmental Disabilities

Address: 111 East Third Street Port Angeles, WA 98362

Telephone: 360.417.2407

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

Fax: 360.452.9605

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

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

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☒ With each request for payment.
- ☒ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☒ Project completion.
- ☐ Other (specify)

Progress reports shall include, at a minimum, the following:

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

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

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

☒ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	$1,000,000	per occurrence
	$1,000,000	aggregate
Property damage liability	$1,000,000	per occurrence
	$1,000,000	aggregate

☒ BUSINESS AUTOMOBILE LIABILITY: $1,000,000 per occurrence

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

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

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

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

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

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

☐ 4. Other (specify)

29
12/21/21

AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** December 21, 2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11331-22-MSEOE
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
This Personal Services Agreement is between Clallam County HHS and Morningside for the "Eye On Empowerment Program". The purpose of this program is to offer an in-person training and educational program to reach adults and youth who experience an intellectual and developmental disability. Agreement start date is January 1, 2022 thru December 31, 2023. The maximum program agreement amount is $36,295.00.

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

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

County Official signature & print name: Jennifer Oppelt, Jenny Oppelt

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

Relevant Departments: Health & Human Services

Date submitted: December 15, 2021

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: Morningside
Address: PO Box 7936
Olympia, WA 98507
Phone №: 360.239.9341

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 1st day of January 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2023.

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

CONTRACTOR

Jonathan J. Pleger

Jonathan Pleger, President/CEO

Print name: Jonathan J. Pleger

Title: President/CEO

Date: December 6, 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

"Eye on Empowerment"

Morningside's "Eye on Empowerment" course will offer an in-person training and educational program to reach adults and youth who experience intellectual and developmental disabilities (IDD) in an integrated setting. The course will be 38 weeks long with 16 weeks in the Winter/Spring of 2022 and 22 weeks the following Fall and Spring of 2023. The adult course will be offered in separate sessions in Port Angeles and Sequim for a total of 76 classes expecting to reach 10-20 adults in each course.

In addition, the "Eye on Empowerment" course will reach Transition aged youth aged 16-25: both out-of-school students and high school students and families who are unaware or not connected with services. Eligibility will be for students not enrolled in or not eligible for the DVR Pre-Ets services. The course will be 38 weeks long with 16 weeks in the Winter/Spring of 2022 and 22 weeks the following Fall and Spring 2023. The course will be offered in separate sessions in Port Angeles for a total of 38 classes. We expect to reach 10-20 youth through this course. We are willing to offer this course in Sequim and Forks, if, at least 10 students are interested.

The goal of the "Eye on Empowerment" course is that through the curriculum and activities of the course, adults and youth who experience intellectual and developmental disabilities (IDD) will acquire knowledge and skills that will enrich the lives they live and improve their employment opportunities. The intended result for each attendee is that they will understand the choices and services that are available, they will be more capable and self-directed in pursuing their adult lives, they will confidently seek employment, and they will interact in their communities and live fulfilling lives. Certain classes and content will also be open to and appropriate for the inclusion of families and/or caregivers.

Curriculum will be developed for navigating services, money and time management and advocacy modules and, in addition, will include Morningside curriculum for soft skills and job readiness training. The course will include a two-week, varied hours and individualized unpaid internship at an inclusive business in the community.

Community Needs and Benefit

Gaps in Services and Target Population

Nationally, only 20% of persons with a disability are likely to be employed says the U.S. Bureau of Labor Statistics; and, therefore, people with a cognitive disorder are more likely to live in poverty - 31%. Also, of the 20% of IDD adults who are working in integrated employment only 15% are working in an individual job. On the other hand, Washington State leads the nation in helping IDD adults get jobs with 73% employed.

Yet, there are 376 adults enrolled in DDA services in Clallam County and 95 are in employment services which is only 25%. We hope, through this course, to reach adults who are unemployed and empower them to improve their life and work readiness skills. In the 2020 DDA State-Wide Survey, which had the most responses from Clallam County, more training was requested in Self-Advocacy, Money Management and Work Skills.

Transitions are hard for a young person experiencing IDD. When school-based services end individuals are thrown into a life they may not be ready for. Falling through the safety net can be painful and emotionally excruciating. In Washington State, only 54% of eligible students statewide successfully transitioned in 2018. 48% of IDD youths are graduating without jobs and have no engagement with services after high school. (Source- Center for Change in Transition Services 2019 - 2017-18 Post School Outcome Report)

The state numbers do not accurately reflect Clallam County since only two students from Port Angeles High School are involved with Transition services. This year, at Port Angeles High School, there are 136 students with disabilities attending and 13 have stayed in school and are in the life skills room. Several of the remaining students are DDA eligible, but, are not likely to participate in transition services. Out-of-school youth without jobs upon leaving school, along with their families, are often unaware of services or daunted by the process of connecting with state and federal agencies. School resource rooms seek to promote individualized skill development in the areas of functional academics, adaptive skills and social skills working towards successful graduation, but, they are understaffed and overwhelmed. At Port Angeles High School only 24% are at English grade level, less than 10 % at math grade level and 16 % at science graduation level. (Source - WA State OPSI - Report Card for Port Angeles High School) It is a given, then, that youths experiencing IDD and learning disabilities are often left unempowered for the adult world.

From the above narrative, our best estimate is that there are over 20 students and their families in PA high school who could benefit from these classes. We also estimate at least 10 or more students from each PA high school are out-of-school and could benefit with empowerment classes and connections with services. In total, we expect to serve 15 - 20 students and families with the Port Angeles class.

Project Description

The Eye on Empowerment Course will be a 38-week course designed to train and educate adults and youth who experience intellectual and developmental disabilities (IDD) in an integrated setting. On specific dates and classes, family members and caregivers will be included. Training and educational activities will encompass topics designed and proven to result in skill building in areas of life skills, employment readiness and navigating services. The adult course will be offered in Port Angeles and in Sequim which will result in a total of 76 classes and activities (38 in each location). The course will be open to residents of Clallam County including those who are DDA eligible. Class sessions will be conducted weekly at The Vern Burton Community Center in Port Angeles and at the Shipley Center in Sequim. Classes will occur weekly for one hour. The youth course for eligible youth will be a 38-week course held at The Vern Burton Community Center in Port Angeles. Classes for the adult first modules of the Eye on Empowerment Course will begin in January 2022 and conclude in June 2022. Classes for the remaining Eye on Empowerment Course modules will begin in September 2022 and conclude in June, 2023. Classes for eligible youth will be held beginning September 2022 and conclude in December 2023.

Course lessons and activities will include both class sessions and an unpaid internship in the community.

Course Curriculum will include:

- Money Management
- Person Centered Planning
- Navigating Services – DDA, DVR, ALTSA, & SSA
- Healthy Lifestyle
- Time Management
- Advocacy
- Employment industries and occupations
- Soft Skills
- (For Youth) Transitioning out of school
- Applying for employment (Resumes, Applications, Interviewing)
- Two week unpaid Internship in the community
- Choice of internship by course participant
- Job coaching supports
- Customized hours, tasks and supports

Community Inclusion and Integration

The **"Eye on Empowerment"** course is designed to be both integrated and inclusive. Course classes will be held at integrated locations in both Port Angeles and Sequim. Course participants will experience community inclusion as they tour businesses in the community and spend two weeks immersed in an inclusive community business during their internship.

Outreach Plan

Class invites and schedule will be publicized in the PDN and Sequim Gazette and announced on local radio stations. This will be in addition to having participants and families referred to the class by Special Education teachers to current students and when contacting former students in their 2nd year follow-up. Flyers will be given to transition students to take home after announcements in People First classes and clubs and instructors will attend parent night at the schools to provide information and flyers to students and parents. Families and potential students will, also, be connected with the class through publicity and collaboration with DVR, DDA Case Resource Managers, Clallam County Developmental Disabilities, through caregiving and community inclusion agencies, through the Parent-to-Parent organization, PAVE and through day services agencies. In addition, flyers will be posted in businesses in Sequim and Port Angeles.

Evaluation

The overall goal of the Eye on Empowerment Course is to develop skills and provide experiences which will result in course participants being significantly more capable and empowered to be self-directed, understand transition options after high school, confidently seek employment, interact in their communities and live fulfilling lives.

Evaluation of each participant's progress and goal achievement will be rigorously documented and reported for each curriculum topic and activity. This may be done in the form of assessments with each individual, completion of finished product (PCP, resume, etc.) or internship outcome report.

Goal

The goal is for all participants to:

- Gain Money Management Skills
- Complete A Person Centered Plan
- Increase Understanding On How To Navigate Services
- Improve Health Habits
- Gain Time Management Skills
- To gain advocacy understanding and skills
- To become informed about employment and occupational options
- To gain and improve soft skills
- To complete documents necessary to apply for employment
- To complete an unpaid internship in an integrated work setting

Activity

Money Management activities will include Interactive and Customized Lessons on Finance Management on the following topics:

- Understanding Different Forms of Money
- Budgeting for Bills
- Spending and Saving
- Handling Debit vs. Credit

- Planning for Emergencies
- Employment Income Affecting Benefits
- Understanding Gross and Net Pay

Person Centered Planning activities will include leading participants through a series of class exercises resulting in each of them creating a Person Centered Plan to identify Strengths, Interests, Likes, Dislikes and Goals. Family Members and Caregivers will be involved in this part of the curriculum.
Navigating Services activities will include instruction on State and Federal Systems Navigation and Application for Services. Focus will be on understanding and connecting with DDA and DVR. Family Members and Caregivers will be involved in this part of the curriculum.
Healthy Lifestyle activities will include Interactive and Customized Lessons on Health and Wellness:

- Nutrition
- Exercise
- Maintaining Mental Health
- Healthy Relationships
- Reproductive Health Information
- Creating Healthy Routines

Time Management Activities will include Interactive and Customized Lessons on Time Management:

- Creating Routines for Punctuality
- Managing Work Schedules
- Requesting Time Off from Employers
- Using Tools and Technology to Assist With Time Management

Advocacy activities will include interactive and customized lessons on Self-Advocacy.
Employment Industries and Occupations activities will include informational business tours in the community, lessons and research regarding different occupations and guest speaker(s) from local businesses.

Soft Skills Activities will include a variety of interactive lessons to develop and improve Soft Skills including: Communication, Social Skills, Professionalism, Problem Solving, Positive Attitude, Appearance and Hygiene Awareness.

Applying for Employment Activities will include: Developing a Resume, Learning to Fill Out Applications, Creating a "Master Application", Interview Skill Building and Requesting Letters of Recommendation.
Internship Activities will include: an Unpaid Internship where participants spend up to "4 days per week for 2 weeks" of Integrated Work-Based Learning in the Community. Hours per day will depend on capacity. Internship locations, schedules and tasks will be chosen based on a Participant's interests, goals and known capacities. During internships, Participants will receive job coaching supports and will experience the opportunity to put to use many of the skills they have built in the "Eye on Empowerment" course.

Objective

- For all 10-20 participants to achieve a 50% improvement in knowledge of "Money Management Skills"
- To have 100% of the 10-20 participants to complete a "Person Centered Plan" which can be utilized by themselves and various stakeholders to plan next steps
- For 100% of the 10-20 participants to achieve a 50% understanding of the material addressed through instruction in class
- For 100% of the 10-20 participants to demonstrate improved health habits in at least 1 topic area
- For 100% of the 10-20 participants to demonstrate improved time management skills

- For 100% of the 10-20 participants to understand what advocacy is, when it is important to advocate and how to advocate for things they want and need in their lives
- For 100% of the 10-20 participants to get exposure to, and information about employment options and occupational opportunities and expectations
- For 100% of the 10-20 participants to achieve at least 50% improvement in their soft skills overall
- For 100% of the 10-20 participants to have a complete resume, master application, improved interview skills and knowledge of how to request letters of recommendation
- For 100% of the 10-20 participants to complete an unpaid internship in the community

Output

- 6 sessions serving 10-20 adults completing a Money Management workbook
- 4 sessions serving 10-20 adults with a completed Person Centered Plan
- 4 sessions serving 10-20 adults given DDA, DVR, SS PowerPoints and additional materials on Apple Health, DDA application, DVR VI
- 4 sessions serving 10-20 adults given worksheets, tracking sheets and nutritional handouts
- 3 sessions serving 10-20 adults given handouts of PowerPoints and schedules
- 3 sessions serving 10-20 adults with PPT handouts and their MYSH
- 3 sessions serving 10-20 adults with employment portfolio
- 2 weeks variable hours serving 10-20 adults with work experience and update resume

Outcome

- Will be determined by each of the 10-20 participants completing an initial skills assessment and follow-up skills assessment
- Will be measured by the successful completion of a Person Centered Plan by each of the 10-20 participants
- Will be determined by each of the 10-20 participants completing an initial and follow-up skills assessment
- Will be determined by each of the 10-20 participants completing an initial assessment questionnaire and a follow-up questionnaire. Outcomes may, also, be measured through observation and verbal communications regarding improvement of health management
- Will be measured by each of the 10-20 participant's demonstrated ability to arrive on time for course classes and internship shifts
- Will be measured by each of the 10-20 participants demonstrating the ability to advocate in the either the classroom or internship setting
- Will be measured by each of the 10-20 participants participating in at least 2 of the aforementioned activities
- Will be determined by each of the 10-20 participants completing an initial assessment and follow-up assessment after skills have been taught and practiced
- Will be measured by each of the 10-20 participants being in possession of an employment portfolio at the end of the course to include a resume, master application and letters of recommendation. Interview skills will be measured by an initial assessment and a follow-up assessment after they have interviewed for their internship (as part of this course)
- Will be determined by each of the 10-20 participants' completion of a 2 week internship and receipt of a performance evaluation from the employer.

BILLING INFORMATION

Morningside will submit a Sign-In Sheet for each class with each Attendee's Signature (and name printed beside it) documenting attendance at that class. Each Sign-In Sheet will document the Name of the Class, the Names of Attendees beside their Signature and the Instructor(s) Name and Signature along with the Date, Time and Location of the Class.

Each month Morningside will submit a Billing Form and a Narrative Report detailing the Activities and Progress listed under the "Evaluation" section (above) for the previous month. Participant's Names will be included in the Monthly Report. The Billing and Narrative is to be submitted on or before the 10th of the Month following the reported activities.

At the conclusion of this contract Morningside will submit a Narrative describing the Outcomes of these Classes including their Strengths, Weaknesses/Challenges and Proposals/Recommendations for Change or Modification to Strengthen the Classes. This Narrative will be submitted to the County within 30 days of the Last Scheduled Class.

In addition to the Narrative, Morningside will provide the following information: Number of Individuals Served, the Attendance Rate of Each Student, their Performance (Test, Quizzes, Role-Plays) and a Client Satisfaction Survey from Participant.

An Administration Fee of $400 may be billed upon Delivery of the Narrative and Student Data.

Classes	$ 35,895.00
Evaluation Report	$ 400.00
Maximum Consideration	$ 36,295.00

CRIMINAL HISTORY BACKGROUND CHECK

All employees and volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check. RCW 43.43 and WAC 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of **THIRTY-SIX THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS ($36,295.00)** for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify)

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

OR

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

Name/Position ***Hourly Rate***

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

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

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: Kelley Lawrence

Department: Clallam County Health & Human Services

Title: County Coordinator · Developmental Disabilities

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

Telephone: 360.417.2407

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

Fax: 360.452.9605

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

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

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☒ With each request for payment.
- ☒ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☒ Project completion.
- ☐ Other (specify)

Progress reports shall include, at a minimum, the following:

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

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

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

☒ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	$1,000,000	per occurrence
	$1,000,000	aggregate
Property damage liability	$1,000,000	per occurrence
	$1,000,000	aggregate

☒ BUSINESS AUTOMOBILE LIABILITY: $1,000,000 per occurrence

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

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

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

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

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

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

☐ 4. Other (specify)

2h

12/21/21

AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** December 21, 2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11331-22-MSDL
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
This Personal Services Agreement is between Clallam County HHS and Morningside for the "Digital Literacy Program". The purpose of this program is to develop an inclusive community-based learning center in partnership with the Sequim PC Users Group to provide the skills to remove barriers to ability in order to access digital technology, provide marketable skills and to build bridges of interpersonal relationships for youth and adults including individuals who experience an intellectual and developmental disability. Agreement start date is January 1, 2022 thru December 31, 2023. The maximum program agreement amount is $15,437.52.

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

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

County Official signature & print name: Jenny Oppelt, Jenny Oppelt

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

Relevant Departments: Health & Human Services

Date submitted: December 15, 2021

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: Morningside
Address: PO Box 7936
Olympia, WA 98507
Phone №: 360.239.9341

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 1st day of January 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2023.

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

CONTRACTOR

Jonathan J. Pleger
Jonathan Pleger, President/CEO

Print name: Jonathan J. Pleger

Title: President/CEO

Date: December 6, 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

"Digital Literacy"

The Digital Literacy course will be developed into an inclusive community-based learning center in partnership with the Sequim PC Users Group providing the skills to remove barriers to ability to access digital technology, provide marketable skills and to build bridges of interpersonal relationships for the people of Clallam County. The program will offer a 36 week, one hour, hands on tiered training course in digital literacy and computer hardware in Port Angeles for youth and adults including individuals who experiencing intellectual and developmental disabilities (IDD). This program will include understanding hardware components, how to test and refurbish computers, computer basics, operating systems and security and how to access the internet, social media platforms and browsers.

In a recent survey done by ANCOR launched in January 2021 and closed in April 2021 it stated, "Acquiring technology hardware and software provides the initial step to access; however, without digital literacy, agility and resilience acquired through training and supports, users are at risk for technological abandonment." (p. 10). Since the start of COVID, the disparity, and isolation of our community has been clear. Without the ability to not only access, but, know how to use technology, has left those with IDD further removed and isolated than even prior to Covid-19. Building on the shared experience of all, we look to not only create a place where hands on experience are gained, but, also the ability to keep up with the changes is promoted and the interaction with your neighbors can take place. The potential for employment- related skill building and paid employment can be gleaned throughout this course. Whether one is High acuity or low acuity, caregiver, family member, teacher, community member or case manager, the ability to learn how to better use digital technology seems to be a greater necessity than just a few years ago. Upon completion of the course participants will have learned the basics of hardware and rebuilding computers, basic skills to use a computer and receive a donated computer to take home.

Community Needs and Benefit

Gaps in Services and Target Population

As David Pitonyak said, "Loneliness is the only Real Disability." Studies show that 49% of people with disabilities were lonely last week. Especially in rural areas the pandemic has further exacerbated isolation and depression for our society and hit IDD people the hardest. Our proposal is to provide Tech access that will give people who experience IDD increased technology options so they can find and keep jobs that will include and integrate them into the workplace and society.

Another way people who experience poverty and IDD are isolated is having no access to a computer or laptops. Many cannot afford them and/or have not been provided any training to use and access the internet. In the 2018 survey by the Office of Superintendent of Public Instruction of, "Skills of Students with Disabilities", the respondents rated as "Very Important", number 1., was, pre-employment training at 77.2%. Number 2., "Job Exploration, job shadowing/training and competitive employment", 76.2%. Number 3., "Self-advocacy skills for students to communicate disability and needs". Number 4., "Personal/community/sexual safety training/skills", 61.4%. Number 5., "Benefits planning support before transition from the school system", 61.1%. Number 6., "Participation in person-centered planning process", 59.2%. Number 7., "Public transportation training", 56.7%. Number 8., "Assistance with initiating a referral for assessment/referral, 48.5%. Number 9., "Access to assistive technology and related training.", 44.4%. This is pre-Covid DATA. Our plan includes providing services to address the above goals; 1,2,3 & 9. As stated earlier, just having the digital technology is not enough, but, it starts with providing it. A major part of this proposal is to refurbish donated computers for refurbishment.

Project Description

The Digital Literacy course will be a 36 week course providing one hour hands tiered classes designed to train and educate youth and adults in computer technology. The course will be open to residents of Clallam County including those who are IDD eligible. This course will be offered at the Vern Burton Community Center with each participant receiving and working on a donated computer and a tool kit which stays on a cart during the course. Classes would consist of 2, 18 week modules beginning in February 2022 - June and then September 2022 - January 2023.

Proposed Curriculum: Tier I

A. Introduction to hardware
   1. Safety, before plugging in.
   2. Assessment, is it work fixing, is it parts or scrap metal?
   3. What is recyclable and what do you do with recycle?
   4. What's marketable.
   5. Decided to fix it, now what.

B. Introduction to Cables
   1. Ethernet, Coaxial, Plenum, Fiber
   2. Video, connectors
   3. Routers
   4. Switches

C. Refurbish
   1. Testing
   2. Initial start-up
   3. Replacement of hardware
   4. How to dismantle towers/laptops

The basics of using digital technology

D. Introduction to surfing the WEB
   1. Internet connection types
   2. Network types
   3. IP address
   4. Wireless
   5. Access to

E. Surfing the WEB
   1. Internet connection types
   2. Network types
   3. IP address
   4. Network types
   5. Wireless
   6. Zoom meetings
   7. Microsoft TEAM
   8. Downloading
   9. APPs

Tier II

F. Refurbish
   1. Keyboard replacement for laptops
   2. Screen replacement for laptops
   3. Video card installation
   4. External hard drives
   5. Erasing original hard drive
   6. Replacement of hard drive
   7. Memory
   8. RAM
   9. Smart card reader
   10. Video card
   11. Battery
   12. CPU
   13. Touch Screen/ Touch pad
   14. Speaker
   15. BIO/UEF

G. Storage Devices
   1. Optical
   2. Solid State and Hybrid
   3. Flash, CD
   4. Motherboards CPU's

H. Security
   1. Malware
   2. Spyware
   3. Passwords
   4. Encryption
   5. Emails
   6. Web sites
   7. Access points

I. Operating Systems, what are the differences
   1. Windows
   2. Linux
   3. MacOS
   4. 32-bit vs 64-bit limitations

J. Basic use of Cell phone and Tablet operating systems
   1. Windows
   2. iOS
   3. Android
   4. Chrome OS

Tier III: Optional Advanced training

K. Deep Dive into
   1. Internet connection types
   2. Network types
   3. Wireless

4. Surfing the WEB
5. Internet connection types
6. Network types
7. IP address
8. Network types
9. Wireless
10. Zoom meetings
11. Microsoft TEAM
12. Downloading
13. APPs
14. Security
15. Malware
16. Spyware
17. Passwords
18. Encryption
19. Emails
20. Web sites
21. Access points
22. Operating Systems
23. Windows
24. Linux
25. MacOS
26. 32-bit vs 64-bit limitations
27. Software Syntax
28. Dragon
29. Java Script
30. Cell phone and Tablet operating systems
31. Windows
32. iOS
33. Android

L. Chrome OS

Community Inclusion and Integration

The Digital Literacy course will be developed into an inclusive community-based learning center in partnership with the Sequim PC Users Group providing the skills to remove barriers to ability to access digital technology, provide marketable skills and to build bridges of interpersonal relationships for the people of Clallam County.

Outreach Plan

Class invites and schedule will be publicized in the PDN and Sequim Gazette and announced on local radio stations. This will be in addition to having participants and families referred to the class by High School and Special Education teachers to current students. Flyers will be made available to all students and transition students to take home after announcements in People First classes and clubs and instructors will attend parent night at the schools to provide information and flyers to students and parents. Families and potential students will also be connected with the class through publicity and collaboration with DVR & DDA Case Resource Managers, Clallam County Developmental Disabilities, through caregiving and community inclusion agencies, through the Parent-to-Parent organization, PAVE and through day services agencies. In addition, flyers will be posted in businesses in Sequim and Port Angeles.

Evaluation

The overall goal of the Digital Literacy course is to provide course participants the ability to access and use digital technology to enhance their lives, to provide pre-empoyment technology training, job exploration, and access to to assitive technology and related training. Upon completion of the course participants will have learned the basics of hardware and rebuilding computers, basic skills to use a computer, and receive a donated computer to take home. Evaluation, through assessments, will be at the start of training and each participant's progress and goal achievemnt will be rigorously documented and reported for each curriculum activity.

Goal

- Proficiency to complete one or more tasks in refurbishing computers
- For individuals participating in "refurbishment" to take home a computer
- Ability to set up home computer to access Wi-Fi or landline internet services

Activity

- Completion of questionnaire, identification of goals prior to attending 36 one hour classes
- Hands on or virtual involvement in the refurbishing of a computer from start to finish
- Follow instructions with the class for the 36 weeks on how to refurbish a computer
- Training on components of router, modems, with visual, verbal and hands on instruction

Objective

- For participants to increase understanding of a computer by identification of the four major components of a computer
- Will learn how to dismantle computer, learn safe handling of equipment, socialization, employment work skills, following task list, workplace appropriate behavior
- To understand digital technology so as to start-up machine, use keyboard, mouse or touchscreen to open app to browser for search of internet

Output

- 36 one hour classes with handouts and tool kit
- 36 sessions with a refurbished computer and tools to take home
- 10 sessions on internet access with identification of apps, browser access and virtual meeting access

Outcome

- Will be determined by each of the 10-15 participants completing an initial skills assessment and follow-up skills assessment and basic trouble-shooting skills
- Will be the experience of hands on training to take a computer apart, reassembly, recycling and having a working computer
- Ability to connect to the WEB

BILLING INFORMATION

Morningside will submit a Sign-In Sheet for each class with each Attendee's Signature (and name printed beside it) documenting attendance at that class. Each Sign-In Sheet will document the Name of the Class, the Names of Attendees beside their Signature and the Instructor(s) Name and Signature along with the Date, Time and Location of the Class.

Each month Morningside will submit a Billing Form and a Narrative Report detailing the Activities and Progress listed under the "Evaluation" section (above) for the previous month. Participant's Names will be included in the Monthly Report. The Billing and Narrative is to be submitted on or before the 10th of the Month following the reported activities.

At the conclusion of this contract Morningside will submit a Narrative describing the Outcomes of these Classes including their Strengths, Weaknesses/Challenges and Proposals/Recommendations for Change or Modification to Strengthen the Classes. This Narrative will be submitted to the County within 30 days of the Last Scheduled Class.

In addition to the Narrative, Morningside will provide the following information: Number of Individuals Served, the Attendance Rate of Each Student, their Performance (Test, Quizzes, Role-Plays) and a Client Satisfaction Survey from Participant.

An Administration Fee of $400 may be billed upon Delivery of the Narrative and Student Data.

Classes	$ 15,037.52
Evaluation Report	$ 400.00
Maximum Consideration	$ 15,437.52

CRIMINAL HISTORY BACKGROUND CHECK

All employees and volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check. RCW 43.43 and WAC 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of **FIFTEEEN THOUSAND FOUR HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY TWO CENTS ($15,437.52)** for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify)

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

OR

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

Name/Position ***Hourly Rate***

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

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

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: Kelley Lawrence

Department: Clallam County Health & Human Services

Title: County Coordinator · Developmental Disabilities

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

Telephone: 360.417.2407

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

Fax: 360.452.9605

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

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

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☒ With each request for payment.
- ☒ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☒ Project completion.
- ☐ Other (specify)

Progress reports shall include, at a minimum, the following:

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

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

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

☒ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	$1,000,000	per occurrence
	$1,000,000	aggregate
Property damage liability	$1,000,000	per occurrence
	$1,000,000	aggregate

☒ BUSINESS AUTOMOBILE LIABILITY: $1,000,000 per occurrence

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

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

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

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

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

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

☐ 4. Other (specify)

2i
12/21/24

AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** December 21, 2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11331-22-CMP2P
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
This Personal Services Agreement is between Clallam County HHS and Clallam Mosaic for "Clallam Parent to Parent Support Program". The purpose of this program is to provided a family-centered support system to families of individuals who experience intellectual and developmental disabilities. Agreement start date is January 1, 2022 thru December 31, 2023. The maximum program agreement amount is $41,346.00.

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

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

County Official signature & print name: , Jenny Oppelt

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

Relevant Departments: Health & Human Services

Date submitted: December 15, 2021

PERSONAL SERVICES AGREEMENT

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

Name: Clallam Mosaic
Address: 205 Black Diamond Road
Port Angeles, WA 98362
Phone №: 360.797.3602

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 1st day of January 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2023.

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

CONTRACTOR

Supriya Jayadev
Priya Jayadev

Print name: Supriya Jayadev

Title: Executive Director

Date: 06 December , 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

"Clallam Parent to Parent Support"

Studies have shown that one of the strongest predictors of caregiver well-being is social support. Providing caregivers with support across the life-span is critical to decreasing stigma and improving self-esteem. With a reported 1.5% of the U.S. population having developmental disabilities (reflective of numbers in Clallam County) and the majority of these individuals residing with family caregivers it is imperative that communities provide the much needed support network that families need to assist their siblings, children and extended family members. Over the course of the past 5 years, P2P has supported families with:

- Small support group gatherings
- Sensory friendly movies
- One-on-one support and advocacy to families and individuals caring for a loved one with special needs
- Informational seminars
- Referrals to needed services
- Networking opportunities

Community Needs and Benefit

Gaps in Services and Target Population

In Washington State, 68% of individuals who qualify for DDA services live in a parent's home. The percent living with any relative is 72%.

It is well known that caregivers (including parents, siblings and other family members) of individuals who experience intellectual and developmental disabilities (IDD) experience significant stress. Factors reported to reduce stress include, parent support programs and parent training programs which improve relationships and provide caregiving strategies.

Research has shown that a family-centered approach, which provides support for the personal needs of caregivers as well as individuals who experience IDD, is the most effective way to help.

Clallam P2P works to provide such a family-centered support system by:

- Providing outreach, support & referral through the Helping Parent network as well as through local resources
- Identifying and communicating information and resources needed to support individuals with special needs and their caregivers
- Hosting training and information sessions
- Implementing forums for discussion and sharing of experiences
- Including extended family, such as siblings, in all activities and supports
- Recruiting parent/sibling/caregiver leaders and empowering the community to work as a unified voice in advocacy efforts

Project Description

Who will be served: All Clallam County families and caregivers who care for an individual who experiences IDD are served by Clallam P2P

What will be funded:

- Direct support to individual caregivers and families
- Small support group gatherings
- Seminars & informational meetings
- Support and advocacy in meetings with schools, DDA, attorneys, medical providers, financial consultants, other families, etc.
- Facilitation or hosting of sensory friendly activities
- Provision of supplies to families in need (weighted blankets, books, sensory socks, sensory chew, etc.)
- Online and e-news sharing of resources

Where: Clallam P2P services are provided at locations that are appropriate for the situation

- Virtually through Zoom and phone
- In-person at Mosaic's Office
- In-person at a family/care giver's residence
- In person within the community, e.g. at a coffee shop, restaurant, movie theater, etc.

When: The current funding would support the Clallam P2P program through 2022 & 2023

Community Inclusion and Integration

Primary caregivers for an individual who experiences IDD often experience social isolation. P2P reduces this isolation by providing support, enabling connectivity to caregivers with similar experiences and by hosting local get-togethers. These types of positive experiences promote a sense of well-being and foster community. Family members who participate in P2P activities feel they are not alone (others understand what they are going though). They understand that they are not "bad" parents/caregivers, not aberrant but part of a group experiencing similar challenges and frustrations where conversations are not about apologizing or explaining choices/actions/needs.

P2P also provides caregivers with information about community resources such as specialist providers, accessible activities, other parent supporting organizations (e.g. First Step) and advocacy channels. In addition, the P2P Coordinator and Helping Parents work hand in hand with caregivers to facilitate access to these resources when needed.

Outreach Plan

Mosaic currently has 2 Helping Parents, registered with the Arc of WA. In addition, there are 4-6 parents who serve as informal supports for Clallam P2P families on an as-needed basis. Mosaic is connected with the state-wide Helping Parent network and draws from this network when local resources are exhausted. Mosaic has established e-mail distribution lists for both general IDD information sharing (232 on list) and for P2P information sharing (118 on list).

P2P outreach involves connectivity with various parts of the community so that the P2P Coordinator is able to receive timely referrals and in turn make appropriate referrals. This outreach involves regional connectivity with:

- Medical providers, especially pediatric providers (involved with new special needs diagnoses) and patient navigators
- Mental health professionals
- Legal & financial professionals

- DDA Case Resource Managers
- Special Education staff at local school districts, with focus on Port Angeles and Sequim
- county health staff
- Organizations serving young families (e.g. First Step, First Teacher)

Mosaic has recently been awarded Informing Families Building Trust (IFBT) Coordinator funds to serve Clallam & Jefferson counties. In this capacity, Mosaic has direct access to resources & information through the IFBT Coordinator Network and the Developmental Disability Council (DDC).

Finally, in 2020 Mosaic became a member of the Community Advocacy Coalition (CAC) for IDD and an active participant in the DDC's North Star initiatives. The CAC "provides a platform for representatives of community organizations to share information, educate one another on issues of mutual concern, and coordinate their legislative agendas." Engagement with the CAC has significantly increased knowledge & understanding of a broader set of resources that local families can tap into. Through the North Star work, Mosaic has access to information and resources from more than 30 disability organizations and 120 advocates. These connections have further expanded Mosaic's ability to serve families in Clallam County.

Evaluation

Goals

The goals of the Clallam P2P chapter are in direct support of the mission of WA P2P: To walk alongside those supporting individuals with IDD and/or special health care needs, connecting them with peer support and information so they can take the next step. Goals include:

- Deliver support services to caregivers of individuals with DD, special needs and/or special health care needs
- Coordinate, expand & support volunteer Helping Parents
- Facilitate forums for sharing experiences
- Identify community needs and provide resources

Activities

- Deliver one-on-one parent support to families in need
- Provide referrals to appropriate resources that empower families to cope with new situations
- Broaden relationships with potential referring agencies (DDA, schools, health professionals)
- Make resource lists available to parents and caregivers
- Identify at least 1 additional Helping Parent
- Provide ongoing training to insure success of Helping Parent volunteers
- Convene a P2P Advisory Board that advises P2P services
- Collaborate with state P2P Coordinators in developing programs
- Host parent gatherings (e.g. Parents Night Out, Coffee Chat)
- Host sensory friendly activities
- Host seminars on topics relevant to special needs
- Training/support to help parents be better life-long advocates
- Identify opportunities to assist Clallam County families through participation in CAC and North Star initiatives

Objectives

- Provide timely assistance to families in need
- Deliver uniform, reliable information to caregivers of individuals with special needs
- Improve family cohesion, decrease stress and reduce isolation of families performing high-demand caregiving
- Tap into state-wide resources for caregivers
- Provide local Helping Parents as a statewide-accessible resource
- Nurture a network of families who are able to rely on each other for support and advocacy

Output

- On-time, in-depth assistance provided to a minimum of 10 families per year
- General assistance, advocacy or support provided a minimum of 80 times per year
- A minimum of 3 area Helping Parents listed with Arc of WA
- Helping Parent matches with at least 3 families and continuing support to families as needed
- Host a minimum of 8 seminars per year on relevant special needs topics
- Host a minimum of 8 social gatherings to support families and caregivers
- Host at least 1 family gathering to engage parents of young children with special needs and provide introduction to peers
- Share resource lists with families as needed
- Identify and share new special needs resources

Outcome

- Improvement in family functioning, family satisfaction, family quality of life, family stress and/or family isolation
- Increased awareness of and referral to P2P services in County
- Positive feedback from family/caregivers re: the value of P2P services
- Flourishing peer support network for those providing care to an individual with special needs
- Increased cohesion and trust amongst special needs families
- Improved family/caregiver understanding of available resources, advocates & activities
- Mosaic becomes navigation hub for special needs resources
- High levels of engagement in and satisfaction with activities

BILLING INFORMATION

Each month Clallam Mosaic will submit a billing form and a narrative report detailing the activities and progress on each of the goals and activities listed under the Evaluation criteria (above) for the previous month. Participant's names will be included in the monthly report. The billing and narrative is to be submitted on or before the 10th of the month following the reported activities.

At the conclusion of this contract Clallam Mosaic will submit a comprehensive narrative report describing the outcomes of this program including its strengths, weakness/challenges and proposals/recommendations for change or modifications to strengthen the program. This narrative will be submitted to the County within 30 days of the end of this contract.
An administration fee of $400 may be billed upon delivery of the comprehensive narrative.

Clallam Parent To Parent Support	$ 40,946.00
Evaluation Report	$ 400.00
Maximum Consideration	$ 41,346.00

CRIMINAL HISTORY BACKGROUND CHECK

All employees and volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check. RCW 43.43 and WAC 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

COMPENSATION

1. ☒ a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of **FORTY-ONE THOUSAND THREE HUNDRED FORTY-SIX DOLLARS ($41,346.00)** for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify)

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

OR

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

Name/Position ***Hourly Rate***

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

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

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: Kelley Lawrence

Department: Clallam County Health & Human Services

Title: County Coordinator · Developmental Disabilities

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

Telephone: 360.417.2407

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

Fax: 360.452.9605

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

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

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☒ With each request for payment.
- ☒ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☒ Project completion.
- ☐ Other (specify)

Progress reports shall include, at a minimum, the following:

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

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

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

☒	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
	Bodily injury, liability, including death	$1,000,000	per occurrence
		$1,000,000	aggregate
	Property damage liability	$1,000,000	per occurrence
		$1,000,000	aggregate
☒	BUSINESS AUTOMOBILE LIABILITY:	$1,000,000	per occurrence

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

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

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

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

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

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

☐ 4. Other (specify)

2j
12/21/21

AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** December 21, 2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11331-22-FSSPP
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
This Personal Services Agreement is between Clallam County HHS and First Step Family Support Center for the "Supported Parenting Program". The purpose of this program is to provide parenting services for families where at least one parent experience an intellectual and developmental disability. Agreement start date is January 1, 2022 thru December 31, 2023. The maximum program agreement amount is $44,673.00.

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

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

County Official signature & print name: Jenny Oppelt

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

Relevant Departments: Health & Human Services

Date submitted: December 15, 2021

PERSONAL SERVICES AGREEMENT

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

Name: First Step Family Support Center
Address: 323 E 6th Street
Port Angeles, WA 98362
Phone №: 360.457.8355

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 1st day of January 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2023.

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

CONTRACTOR

Venita Lynn

Venita Lynn, Executive Director

Print name: Venita Lynn

Title: Executive Director

Date: Dec. 7, 2021, 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

"Supported Parenting Program"

First Step Family Support Center will provide "Supported Parenting Program Services (SPP)" for families where at least one parent experiences an intellectual and developmental disability (IDD). Eligible participants will either be eligible on the Washington DDA Caseload and/or as defined by RCW 71A.10.020(5) parents who experience a "Developmental Disability" meaning a disability attributable to: Intellectual Disability, Cerebral Palsy, Epilepsy, Autism or another neurological or other condition similar to Intellectual Disability that originated before the age of eighteen, is expected to continue indefinitely and results in substantial limitations". The goal is to work with up to 6 families each month on average. A parent(s) will receive visits by a Family Support Worker (FSW) who will work to foster the development of protective factors in the lives of these families. Through this work the plan is to:

- Prevent the occurrence of child abuse and neglect
- Promote the healthy development of the child
- Reduce the possibility of injuries to the child and
- Build a stronger social support system/safety net for participating families

The "Supported Parenting Program (SPP)" will use parenting education curriculums and parenting education tools that can be understood and utilized by the participating parents and assist parents in providing a safe living environment for the child to thrive. Parents will have the chance to be fully included in their children's lives and receive the assistance they need to help them be successful in their role as their child's parent.

Community Needs and Benefit

Gaps in Services and Target Population

Parents who experience intellectual and developmental disabilities (IDD) have the same rights and responsibilities for providing for their children including keeping them from harm and keeping them developmentally on task. This opportunity can be overwhelming for some parents. This program will help parents to "find ways to have independence and choices" while keeping their children and themselves "healthy and safe".

First Step Family Support Center recognized this need over 12 years ago and decided to design a program that would address the needs of these families. We decided to utilize much of the Healthy Families America model while modifying and adding to it to make it more accessible to the families we were serving in the SPP. We knew that parents who experience IDD needed special help to process and use good parenting education materials so we designed a program to meet the special learning needs of parents with cognitive disabilities and to provide a trusted advocate/Family Support Worker (FSW) to help the families learn, process and use this important information.

First Step Family Support Center, also, realized there are safety concerns for children growing up in environments like this and so we have been especially mindful around both safety issues and keeping children developmentally on task. We have utilized screening tools such as the ASQ and ASQ-SE, the

Denver and family assessment screening tools such as the LSP and HOME to help parents understand how important their role is in the lives of their children.

First Step Family Support Center, also, found that parents often need an advocate to help them understand the requirements of the many systems they are dealing with as their child's parent. We found they needed someone who will help them "go to bat" on behalf of their children and their children's needs when larger systems do not take them seriously or refuse to work with them with dignity. The Family Support Workers (FSW) play this role and many others for families in the SPP. We, also, work with them on getting concrete goods and services such as housing, access to children's programs such as Head Start, Early Head Start or Parents as Teachers.

First Step Family Support Center works with parents around building stronger social support systems. This may entail going to social situations such as parenting education classes. The Family Support Worker (FSW) will help encourage the parent to contribute to parenting discussions to participate in the give and take of the experience and, thus, feel valued and equal. The FSW may also work with the parent's families of origin, their church, with DDA services or CPS services to build safety systems around the family.

Our current SPP caseload is six families. If families are identified for services beyond our budget constraints the priority for services will be given to parents with children from age zero to six. Children of parents who experience IDD are at increased risk of 1) maltreatment, particularly neglect, 2) developmental delay, 3) psychosocial problems and 4) behavior disorders. Many of the families we serve have multiple vulnerabilities/stressors including poverty, history of abuse and lack of social supports. In addition, children being raised by parents who experience IDD are overrepresented in being placed in out-of-home foster care. Parenting education and advocacy will be provided in order to decrease these risks.

Project Description

Who: Parents, pregnant and parenting individuals who experience Intellectual and Developmental Disabilities (IDD) who are eligible on the Washington DDA Caseload and/or:
As defined in RCW 71A.10.020(5) Parents who experience a "Developmental Disability" meaning a disability attributable to:

- Intellectual Disability.
- Cerebral Palsy.
- Epilepsy.
- Autism.

Or another neurological or other condition similar to Intellectual Disability. The disability must:

- Have originated before the individual attains age eighteen.
- Continued or can be expected to continue indefinitely, and;
- Results in substantial limitations

What: Through visits we plan to build protective factors into the families' lives that we serve. Protective factors have been identified by scientific research as effective in the prevention of child abuse and neglect. These protective factors include:

1. Enhancing a secure attachment relationship between children and parents that will promote the child's social and emotional development. A child's ability to interact positively with others and to effectively communicate his or her emotions has a great impact on the child's ability to have successful relationships and successful school experiences.

2. Creating a safe and healthy environment for children to thrive in by helping parents understand their child's development. Children with challenging behaviors are more likely to be abused and tagged as a problem child. Early identification of children's problems and working with parents and professionals on their behalf will help to keep the child on track and safe.

3. Building a healthy responsive social network to support families by fostering social connections with friends, family, neighbors and other members of the community.

4. Building parental resilience so that parents can constructively cope with and bounce back from all types of challenges.

5. Providing concrete support in times of need, such as helping access food, clothing and shelter, especially shelter that is safe from domestic and sexual violence. Parenting skills training will be based on good learning theory, materials, and strategies that are accessible and can be understood by the parents.

As the DDA "Guiding Values" states "we believe everyone should be given opportunities to be as independent, self reliant, and self directing as possible". Research on the efficacy of programs for parents who experience IDD clearly indicates that hands-on, skill-based instruction yields the best results. This applies to both immediate skill acquisition and skill maintenance. Programs using this model have been found to increase child health and development and decrease child removal from the family home. (Center for the Study of Social Policy: "Strengthening Families Through Early Care and Education")

Where: The Supported Parenting Program (SPP) will provide services in the families' home and in the community as appropriate to meet the goals of the parent being served.

When: Over the two years of the contract the SPP will provide four hours of face to face contact each month with each family and an additional 3.5 hours for collateral time. The face to face visits can be in-person, virtual and telephone services to families due to current COVID safety protocols with a goal that most visits will be provided in-person. Collateral time includes planning for client needs, planning with other providers on behalf of the client, securing needed items for the child's safety, preparing curriculum and screening activities for involvement with the parents, charting all activities, program evaluation, process evaluation and transportation to and from the client's home and potentially to activities with clients.

Community Inclusion and Integration

SPP participants provide input on program design and implementation on a semi-annual basis through a parent satisfaction survey. Individual families, also, identify specific goals they want to achieve and a plan is developed to meet their goals. When grandparents or other family members, as defined by the client, are involved, staff are encouraged to include them in the program if the parents are agreeable to and to

the extent the parent is comfortable with this inclusion. With the parent's consent, ongoing communication is kept with the parent's DDA Case Resource Manager (CRM) and any other relevent providers. We strongly recognize the importance of working as a team for the benefit of the family. We want the parents to have the chance to be in charge of their lives and to participate in supportive groups in the broader community, at times, with the assistance of the FSW.

Outreach Plan

First Step Family Support Center will continue to work with our Maternity Support Services team at First Step and OMC to identify pregnant or parenting people who experience IDD. We will, also, reach out to Physicians' offices and school districts. Referrals will continue to be received from our Drop In Center, other Home Visiting Programs and directly from WA State DDA services. We work closely with DDA Case Resource Managers, the DDA Region 3 Administrator and the Clallam County Developmental Disabilities Coordinator to identify who is eligible under the current contract. In addition, we will work with other County funded programs such as Independent Supported Employment (ISE), Community Inclusion (CI), Concerned Citizens (Birth to Three Program), Mosaic and PAVE to identify parents who will qualify and who might want these services.

Evaluation

Goals

1. Keep children safe
2. Keep children developmentally on track
3. Give parents the opportunity to be parents first by being included and participating in the community with other parents
4. Prevent child abuse
5. Prevent child neglect

Activities

1. Ideally four hours of face to face visits per month by Family Support Workers (FSW)
2. Participation in skill building opportunities around parenting
3. Providing advocacy for parents when needed
4. Providing opportunities for parents to build personal and professional support systems

Objectives

1. Give parents the opportunity to parent their children
2. Keep children developmentally on track
3. Keep children safe

Output/Outcome

1. Parents will have a strong connection with their children and children will have a secure attachment relationship with Parents
2. Parents will use non-corporal child guidance techniques
3. Parents will develop a strong positive social support network
4. Parents will have an increased sense of efficacy as their child's parent

BILLING INFORMATION

Each month First Step Family Support Center will submit a Billing Form and a Narrative Report detailing the Activities and Progress on all of the items listed under "Evaluation" (see above) for the previous month. Participant's Names will be included in the Monthly Report. The Billing and Narrative is to be submitted on or before the 10th of the Month following the reported activities.

At the conclusion of this contract First Step Family Support Center will submit a Comprehensive Narrative Report describing the Outcomes of this program including their Strengths, Weakness/Challenges and Proposals/Recommendations for Change or Modifications to Strengthen the Program. This Narrative will be submitted to the County within 30 days of the end of this contract.

An Administration Fee of $400 may be billed upon Delivery of the Narrative.

Classes	$ 44,273.57
Evaluation Report	$ 400.00
Maximum Consideration	$ 44,673.57

CRIMINAL HISTORY BACKGROUND CHECK

All employees and volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check. RCW 43.43 and WAC 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of **FORTY-FOUR THOUSAND SIX HUNDRED SEVENTY-THREE DOLLARS AND FIFTY SEVEN CENTS ($44,673.57)** for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify)

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

OR

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

Name/Position ***Hourly Rate***

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

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

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: Kelley Lawrence

Department: Clallam County Health & Human Services

Title: County Coordinator · Developmental Disabilities

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

Telephone: 360.417.2407

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

Fax: 360.452.9605

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

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

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☒ With each request for payment.
- ☒ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☒ Project completion.
- ☐ Other (specify)

Progress reports shall include, at a minimum, the following:

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

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

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

☒ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	$1,000,000	per occurrence
	$1,000,000	aggregate
Property damage liability	$1,000,000	per occurrence
	$1,000,000	aggregate

☒ BUSINESS AUTOMOBILE LIABILITY: $1,000,000 per occurrence

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

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

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

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

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

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

☐ 4. Other (specify)

2k
12/21/21

AGENDA ITEM SUMMARY

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

Department: HHS-Environmental Health

WORK SESSION ☒ **Meeting Date: 12/20/21**

REGULAR AGENDA ☒ **Meeting Date: 12/21/21**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 100511-22-TPCHD
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

WAC 246-217 that requires all food workers have food worker training within 14 days of hire. Tacoma-Pierce County Health Department (TPCHD) developed online food worker card training to meet the requirements. Clallam County has had an interlocal agreement with TPCHD since 2014 for an agreement to use the TPCHD online format for food worker card education. There is a $10 charge for food worker cards. TPCHD retains $3/card for the online platform and sends $7/card to Clallam. TPCHD reimburses quarterly.

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

This revenue is planned for 2022.

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

Sign the Interlocal Agreement with TPCHD. TPCHD has requested using Adobe Sign. The emailed document will be sent to Board Chair, Ozias.

County Official signature & print name: Jennifer Garcelon

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: HHS

Date submitted: 12/15/21

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

2021 Agenda Item Summary
Revised: 3-04-2019

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

Contract #
100511-22-TPCHD

INTERLOCAL AGREEMENT
BETWEEN
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
And
CLALLAM COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

This Interlocal Agreement is made and entered into by and between the **Tacoma-Pierce County Health Department**, hereinafter referred to as **DEPARTMENT**, and **CLALLAM COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES** hereinafter referred to as the **Local Health Jurisdiction**. The **DEPARTMENT** and the **Local Health Jurisdiction** are collectively referred to as the "parties."

I. RECITALS

WHEREAS, the **DEPARTMENT** and the **Local Health Jurisdiction** are local health departments as provided for under Chapters 70.05, 70.08, or 70.46 RCW, with authority under Chapter 246-217 WAC to issue food worker cards; and

WHEREAS, it is the purpose of this Interlocal Agreement to provide for the funding and execution of services as described in Addenda A and B, attached hereto and incorporated herein; and

WHEREAS, the parties have the authority to enter into this Agreement pursuant to RCW 39.34.080.

II. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

A. ***Agreement*** means this Interlocal Agreement together with the attached Addenda, and any other documents incorporated therein. Any oral representations or understandings not incorporated herein are excluded. Attached hereto and made a part hereof for all purposes are the following:

Addendum	Number of Pages	Description
A	2	Scope of Work
B	1	Allocation of Fees

B. ***Department Representative*** means the individual or individuals designated and authorized by the **DEPARTMENT** to receive notices and to act for it in all matters relating to this Agreement, or the designee of such individual.

C. ***Local Health Jurisdiction's Representative*** means the individual designated and authorized by the **Local Health Jurisdiction** to receive notices and to act for it in all matters relating to this Agreement, or the designee of such individual.

D. ***Services*** means all work performed by the **DEPARTMENT or the Local Health Jurisdiction** pursuant to and governed by this Agreement, including Addenda A and B.

III. TERM

The term of this Agreement shall be: January 1, 2022 through December 31, 2026, unless amended or terminated earlier pursuant to the terms and conditions herein. Should this Agreement be signed after the term beginning date stated herein, then it shall be retroactive and binding to that date.

IV. PAYMENT

Payment for the services described in Addendum A shall be provided as set forth in Addendum B, attached hereto and incorporated by reference.

V. HOLD HARMLESS

Except as otherwise provided herein, each party shall defend, protect, and hold harmless the other party, and its appointed and elected officials, employees, and agents from and against all liability, loss, cost, damage and expense, including but not limited to costs and attorney's fees, because of claims, suits and/or actions arising from any negligent or intentional act or omission asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement by that party's appointed or elected officials, employees, and agents.

VI. RECORDS MAINTENANCE

The **DEPARTMENT** and the **Local Health Jurisdiction** shall each maintain books, records, documents, and other materials, including but not limited to online data, that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to copying, inspection, review, or audit by personnel of either party, and other personnel duly authorized by law. The **DEPARTMENT** shall retain all books, records, documents, online data, and other material relevant to the services described in Addendum A, which materials shall be made available to the **Local Health Jurisdiction** upon request.

VII. TERMINATION

Except as otherwise provided for herein, either party may terminate this Agreement by giving the other party at least one hundred eighty (180) days written notice. If this Agreement is so terminated, each party shall be liable only for performance in accordance with the terms stated herein for services rendered prior to the effective date of termination.

VIII. CHANGE IN FUNDING

If the funding authorities of the **DEPARTMENT** *(Federal, State, and local agencies)* fail to appropriate funds to enable the **DEPARTMENT** to continue payment as specified in this Agreement or if the Board of Health reduces the budget of the **DEPARTMENT** or any program(s) and, as a result of the Board of Health's action, the **DEPARTMENT's** Director of Health determines there are insufficient funds to continue payment as specified in this Agreement, then the **DEPARTMENT** may modify or cancel this Agreement without penalty provided that the **Local Health Jurisdiction** receives at least ninety (90) days prior written notice of lack of appropriated funds as the reason for the modification or termination. Any modification of this Agreement shall be effective only upon incorporation into a written amendment as set forth in Section XI.

IX. INTERPRETATION

In the event of an inconsistency found in the terms and conditions contained within this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State Statutes and Regulations;
- Addenda A and B; and
- The provisions of this Agreement.

X. PERFORMANCE

The **DEPARTMENT** shall perform all services in accordance with all applicable professional standards and agrees that it will use only qualified, competent personnel in the execution of these services.

XI. AMENDMENTS

Either party may request changes to this Agreement. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Agreement. No changes to this Agreement are valid or binding on either party unless first reduced to writing and signed by the Representatives of both parties.

XII. NON-DISCRIMINATION

Each party covenants that in providing the services described in Addendum A, no person shall be excluded from participation therein, denied the benefits thereof, or otherwise be subjected to discrimination with respect thereto on the grounds of marital status, presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, race, creed, color, national origin, age, religion, gender, sexual orientation, disabled veteran status or Vietnam Era Veteran status.

XIII. DISPUTES

This Agreement shall be administered and interpreted under the laws of the State of Washington. In the event that a dispute arises in the interpretation or application of this Agreement, both parties are to proceed to good faith negotiation to resolve said disputes. The parties may also agree in writing to mediation if negotiation is not successful in resolving the dispute. However, in the event such disputes cannot be resolved, the dispute may be appealed to the parties' Local Health Officer or his /her designee for resolution. In the event the Local Health Officers are unable to resolve the dispute, either party may pursue relief in Superior Court. Jurisdiction of litigation arising from this Agreement shall be in the State of Washington. Venue for all actions arising pursuant to this Agreement shall lie within Pierce County, Washington.

XIV. SERVICES MANAGEMENT

The work described in Addendum A shall be performed under the coordination and cooperation of both party representatives. Each party shall provide assistance and guidance to the other party as necessary for the successful performance and goals of this Agreement.

XV. ALL WRITINGS CONTAINED HEREIN

This Interlocal Agreement contains all the terms and conditions acknowledged by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties hereto. This Agreement supersedes any prior written agreements between the parties relating to the work described in Addendum A.

IN WITNESS THEREOF the parties hereto have executed this Agreement as of the date(s) set forth below.

Local Health Jurisdiction Authorized Signature

Mark Ozias Date
Board of County Commissioner, Chair

Clallam County Department of Health & Human Services
111 East 3rd Street
Port Angeles, WA 98362
(360) 417-2347

Approved as to form only by:

Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

DEPARTMENT Authorized Signature

Nigel Turner Date
Division Director

Christopher Schuler Date
Business Manager

Tacoma-Pierce County Health Department
3629 South D Street, MS 001
Tacoma, WA 98418
(253) 649-1500

ADDENDUM A: SCOPE OF WORK AND SPECIFIC CONDITIONS

This Addendum A applies to Agreement #1061-34-2026 between The TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (**DEPARTMENT**) and **CLALLAM COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES** (**Local Health Jurisdiction**). In addition to the terms and conditions set forth in the Agreement, the parties agree as follows.

1. **Local Health Jurisdiction's Responsibilities**:

   1.1. Authorize the **DEPARTMENT** by means of this Agreement to act as the **Local Health Jurisdiction's** "Designated Agent" and provide online food worker training, testing and card issuance to residents of Clallam County and any out-of-state residents who state they work in Clallam County, as permitted under Chapter 246-217 WAC.

   1.2. Hold the **DEPARTMENT** harmless from any actual or purported loss of online food worker training, testing and card issuance income during times of unavoidable lack of access to the **DEPARTMENT's** training, testing and card issuance web site.

   1.3. Maintain the security of the data originating from and contained in the online food worker card database. This includes but is not limited to adhering to the standard practices for strong password generation and user account management. The **Local Health Jurisdiction** shall not grant unauthorized parties access to the confidential data originating from or contained in the online food worker card database.

2. **The DEPARTMENT's Responsibilities**:

   2.1. Provide online food worker training, testing and card issuance services as a designated agent of the **Local Health Jurisdiction** in accordance with the State of Washington's requirements under Chapter 246-217 WAC.

   2.2. Ensure a good-faith effort to maintain a training, testing and card issuance web site that functions and is accessible to residents of Clallam County and any out-of-state residents who state they work in Clallam County.

   2.3. Provide **Local Health Jurisdiction** with the location of a website to which residents of Clallam County and any out-of-state residents who state they work in Clallam County may be directed for online training, testing and card issuance. The **DEPARTMENT** may change the location of the website, but must provide re-direction to a new site with a minimum of thirty (30) days advance notice to **Local Health Jurisdiction**.

   2.4. Provide access to the software to print a food worker card with the **Local Health Jurisdiction** logo which shall be valid throughout the State of Washington for a minimum period of two years from the date of issuance.

   2.5. Establish a secure online payment gateway and service that will permit online payment services via, credit cards, including but not limited to Visa and MasterCard, as well as debit cards.

   2.6. Provide and pay for an online maintenance agreement with an outside contractor to provide technical support of the website and online programming of the online food worker card software.

   2.7. Provide **Local Health Jurisdiction** with a written statement of income on a quarterly basis, or as frequently as the parties may otherwise agree, or a link to an online report providing the same information.

   2.8. Provide support and service to **Local Health Jurisdiction** during regular **DEPARTMENT** hours of operation to ensure **Local Health Jurisdiction** has the ability to respond to queries from residents of Clallam County and any out-of-state residents who state they work in Clallam County.

3. **Public Records Requests**.

3.1 The **DEPARTMENT** holds the records and data generated by the Food Workers Card software as the **Local Health Jurisdiction's** designee. The **DEPARTMENT** will provide all such materials to the **Local Health Jurisdiction** in response to any public record request the **Local Health Jurisdiction** may receive relating to the Food Workers Card database. The **Local Health Jurisdiction** will be responsible for releasing the records to the requester in accordance with Chapter 42.56 RCW and Chapter 44-14 WAC. When the **Local Health Jurisdiction** requests records, the **Local Health Jurisdiction** must clearly describe the records that are being requested. The **DEPARTMENT** will notify the **Local Health Jurisdiction** as to the number of days it will take to gather the responsive records. Any public records requests received by the **DEPARTMENT** will be fulfilled by the **DEPARTMENT**. In the event the **DEPARTMENT** receives a request for public records regarding the **Local Health Jurisdiction's** records, the **DEPARTMENT** will notify the **Local Health Jurisdiction** of the request prior to releasing the records.

4. **Liaisons for the Agreement**:

On behalf of the **DEPARTMENT:**

Donald Foreman
Project Manager
Tacoma-Pierce County Health Department
3629 S D Street
Tacoma, WA 98418
Phone: (253) 649-1707
Fax: (253) 649-1360
Email: dforeman@tpchd.org

On behalf of the **Local Health Jurisdiction:**

Jennifer Garcelon
Environmental Health Manager
Clallam County Department of Health & Human Services
111 East 3rd Street
Port Angeles, WA 98362
Phone: (360) 417-2347
Fax: (360) 452-9795
Email: jgarcelon@co.clallam.wa.us

ADDENDUM B: ALLOCATION OF FOOD WORKER CARD FEES

This Addendum B applies to Agreement #1061-25-2026 between The TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (**DEPARTMENT**) and **CLALLAM COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES** (**Local Health Jurisdiction**). In addition to the terms and conditions set forth in the Agreement and Addendum A, the parties agree as follows:

1. **Fee Allocation and Method of Payment:**

   1.1. During the period January 1, 2022 through December 31, 2026, the **DEPARTMENT** will collect on behalf of the **Local Health Jurisdiction** the maximum fee established under Chapter 246-217 WAC, as now or hereafter amended.

   1.2. The **DEPARTMENT** will retain a $3.00 per card fee as payment for the services described in this Agreement from each online food worker card issued online to a resident of Clallam County and any out-of-state resident who states he or she works in Clallam County and who enters the www.foodworkercard.wa.gov testing website (or a successor site) by means of the **Local Health Jurisdiction**'s web link, the **DEPARTMENT's** web link, or any other approved link. The balance of the monies collected under Chapter 246-217 WAC shall be remitted to the **Local Health Jurisdiction** in accordance with the terms set forth below.

   1.3. The **DEPARTMENT** may impose and retain a surcharge or equivalent assessment intended to recoup any credit card processing fees. Such a surcharge or equivalent assessment will be paid directly by the food worker (not by the **Local Health Jurisdiction),** and shall not be included in the fee allocations and methods of payment described elsewhere in this section.

   1.4. If the actual and indirect costs incurred by the **DEPARTMENT** to provide the services described in this Agreement exceed $3.00 per card, the **DEPARTMENT** may, in its sole discretion, increase the amount it retains as payment for services to offset the difference and the amount remitted to the **Local Health Jurisdiction** will be reduced. Written notice of rate increases, if any, will be provided in writing ninety (90) days in advance to the **Local Health Jurisdiction.** The **Local Health Jurisdiction** may terminate this Agreement by giving (90) days written notice in the event of a rate increase.

   1.5. The **DEPARTMENT** will retain a $1.00 per card fee for the services described in this Agreement from each replacement food worker card issued online to a resident of Clallam County and any Clallam out-of-state resident who has lost his or her original food worker card; provided, he or she works in County, purchases a replacement— food worker card without taking the online test, and enters the www.foodworkercard.wa.gov testing website (or a successor site) by means of the **Local Health Jurisdiction**'s web link, the **DEPARTMENT's** web link, or any other approved link. The balance of the monies collected under Chapter 246-217 WAC shall be remitted to the Local Health Jurisdiction in accordance with the terms set forth below.

   1.6. If a food worker from a **Local Health Jurisdiction** challenges the validity of a payment for an online food worker card and the credit card company charges back or reverses the payment, the **Local Health Jurisdiction** agrees to pay any fees and costs associated with the cost of the reversal. Currently these fees are $25.00 per transaction in addition to the actual amount reversed.

   1.7. The **DEPARTMENT** shall remit monies owed to the **Local Health Jurisdiction** on a quarterly basis, together with a written statement of income received, or as frequently as the parties may otherwise agree, or a link to an online report providing the same information. Said funds and the quarterly statement shall be mailed to the **Local Health Jurisdiction** at the address stated below within 20 business days of the end of the quarter.

   1.8. At the written request of the **Local Health Jurisdiction Representative** the **DEPARTMENT** may enter into agreements with institutions such as Department of Corrections to provide food worker cards for residents of Clallam County that are not permitted internet access. The **DEPARTMENT** will retain $10.00 per card fee for this service.

2. **Remittance Address: DEPARTMENT** will remit payment to the address stated below:

Clallam County Department of Health & Human Services
111 East 3rd Street
Port Angeles, WA 98362
Phone: (360) 417-2347

3. **Accounting Information**:

3.1. Source of Funding: N/A

3.2. **DEPARTMENT** Program Number: 1061-Food Safety

3a
12/21/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-20-21**

REGULAR AGENDA ☒ **Meeting Date: 12-21-21**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
Resolution 6, 2021 appointed Walter W. Livingston, Ernest J. Teichert, Bradley J. Collins, Beverly Hetrick-Oosterveld and James F. McEntire, Jr. to the Districting Commission in accordance with Clallam County Charter Section 7.40.

The Districting Commission entered into an agreement with Gene H. Unger and Donald L. Corson on April 26, 2021 to perform the duties of Districting Master for 2021.

The Districting Commission fulfilled its duties and approved the Final Districting Plan as presented by the Districting Master(s) on December 13, 2021 under Districting Commission Resolution DC2021-001.

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?)
Resolution acknowledging receipt of the final Districting Plan as submitted by the Districting Master and approved by the Districting Commission.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 12-13-21

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

Districting Commission Final Plan
Revised: 3-04-2019

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

RESOLUTION _____, 2021

ACKNOWLEDGING RECEIPT OF FINAL DISTRICTING PLAN AS SUBMITTED BY THE DISTRICTING MASTER(S) AND APPROVED BY THE DISTRICTING COMMISSION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Resolution 6, 2021 appointed Walter W. Livingston, Ernest J. Teichert, Bradley J. Collins, Beverly Hetrick-Oosterveld and James F. McEntire, Jr. to the Districting Commission in accordance with Clallam County Charter Section 7.40.

2. The Districting Commission entered into an agreement with Gene H. Unger and Donald L. Corson on April 26, 2021 to perform the duties of Districting Master for 2021.

3. The Districting Commission fulfilled its duties and approved the Final Districting Plan as presented by the Districting Master on December 13, 2021 under Districting Commission Resolution DC2021-001 (copy attachment).

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

1. Acknowledge receipt of the attached Final Districting Plan as presented by the Districting Master(s) and approved by the Clallam County Districting Commission (copy attached).

2. The Districting Commission appointments are expired. Their task has been completed.

PASSED AND ADOPTED this twenty-first day of December 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

ATTEST:

_____
Randy Johnson

_____
Loni Gores, CMC, Clerk of the Board

_____
Bill Peach

DRAFT

DISTRICTING COMMISSION RESOLUTION __1__, 2021

SELECTION OF THE FINAL DISTRICTING PLAN AS SUBMITTED BY THE DISTRICTING MASTER(S) AND APPROVED BY THE DISTRICTING COMMISSION

THE CLALLAM COUNTY DISTRICTING COMMISSION finds as follows:

1. Resolution 6, 2021 appointed Walter W. Livingston, Ernest J. Teichert, Bradley J. Collins, Beverly Hetrick-Oosterveld and James F. McEntire, Jr. to the Districting Commission in accordance with Clallam County Charter Section 7.40.

2. The Commission entered into an agreement with Gene H. Unger and Donald L. Corson on April 26, 2021 to perform the duties of Districting Master.

3. The Districting Commission held a series of public hearings on November 16, 2021 and November 18, 2021 to take public comment on the proposed alternatives presented by the Districting Masters.

4. The Districting Commission fulfilled its duties and recommends **alternative C** (November 29, 2021) as the Final Districting Plan as presented by the Districting Master(s).

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

1. The Districting Commission approves **alternative C** (November 29, 2021) as the Final Districting Plan (attached).

2. The Districting Commission requests that the Clerk forwards the Final Districting Plan to the Board of Commissioners; Clallam County Auditor and County Administrator as notification that the Districting Commissioner duties and Districting Master contract have been completed.

3. The Districting Commission appointments are expired, their task has been completed.

PASSED AND ADOPTED this 12th day of December 2021

CLALLAM COUNTY DISTRICTING COMMISSION

Ernest J. Teichert, Chair

ATTEST:

Loni Gores, CMC, Clerk of the Board

CLERK OF THE BOARD CLALLAM COUNTY COMMISSIONERS PORT ANGELES, WA

Attachment

Clallam County Redistricting 2021

Redistricting Preliminary Selection From 29 November, 2021 For Hearing 13 December, 2021

Revised Map of District 1 and 2 Boundary

Districting Masters
Don Corson
Gene H. Unger

Preliminary Selection

November 29, 2021

After a thorough review of several alternatives and consideration of significant public input, the Redistricting Commission has selected the alternative discussed below as preferred. Additional public comment regarding this alternative will be taken thorugh **December 13**. If the Redistricting Commission continues to believe this alternative to be the best one in light of all Clallam County Charter requirements, the Redistricting Commission will forward this recommendation to the Clallam County Commissioners for adoption.

Preliminary Selection

Please see attached maps and precinct tables for orientation.

Carlsborg, Lost Mountain and Riverside precincts would be moved from Commissioner District 1 to Commissioner District 2. Port Angeles precinct 106 would be moved from Commissioner District 2 to Commissioner District 3.

Selection Rationale

Commissioner District boundaries are required to be reviewed after every ten-year federal census. Boundaries are to hold for ten years. The Clallam County Charter identifies in Section 7.40 the criteria for review and modifications if needed. These criteria are: each Commissioner District must be within 5% of each other in population; the boundaries are to be generally north-south; precincts should be continuous; and precincts should be intact. Of these, the Charter indicates a priority be given to population equity.

Preliminary District Commissioner boundary changes would comply with Charter requirements and especially the below 5% population difference between districts. (See attached Table) The proposed district populations would range between 25,180 to 26,099 and the percentage difference between districts would range between .86% and 3.65%.

2020 Population by Precinct Alternative C Preliminary Selection

Commissioner District 1	2020
Bell Hill	858
Blyn	1140
Cline	1152
Coyote	1135
Diamond Point	1046
Dungeness East	1073
Dungeness West	627
Eagle	1025
Elk	322
Happy Valley	811
Jamestown	807
Macleay	1248
Miller Peninsula	583
Olympic	839
Port Williams	678
Prairie North	982
Prairie South	1309
Sequim 401	924
Sequim 402	1642
Sequim 403	1501
Sequim 404	1671
Sequim 405	1254
Sequim 406	1032
Sunland North	921
Sunland South	600
TOTAL 2021	25,180

Commissioner District 2	2020
Agnew	1014
Belleview North	1643
Blue Mountain	1491
Bluffs	801
Clark	678
Deer Park	1230
Fairview	1318
Monterra	1091
Mount Angeles	635
Mount Pleasant	1058
O'Brien	1064
Port Angeles 101	1196
Port Angeles 102	2082
Port Angeles 103	1692
Port Angeles 104	1309
Port Angeles 105	1821
Port Angeles 107	1899
Robin Hill	1125
Precincts moved from District 1 to 2	
Carlsborg	1171
Lost Mountain	750
Riverside	1031
TOTAL 2021	26,099

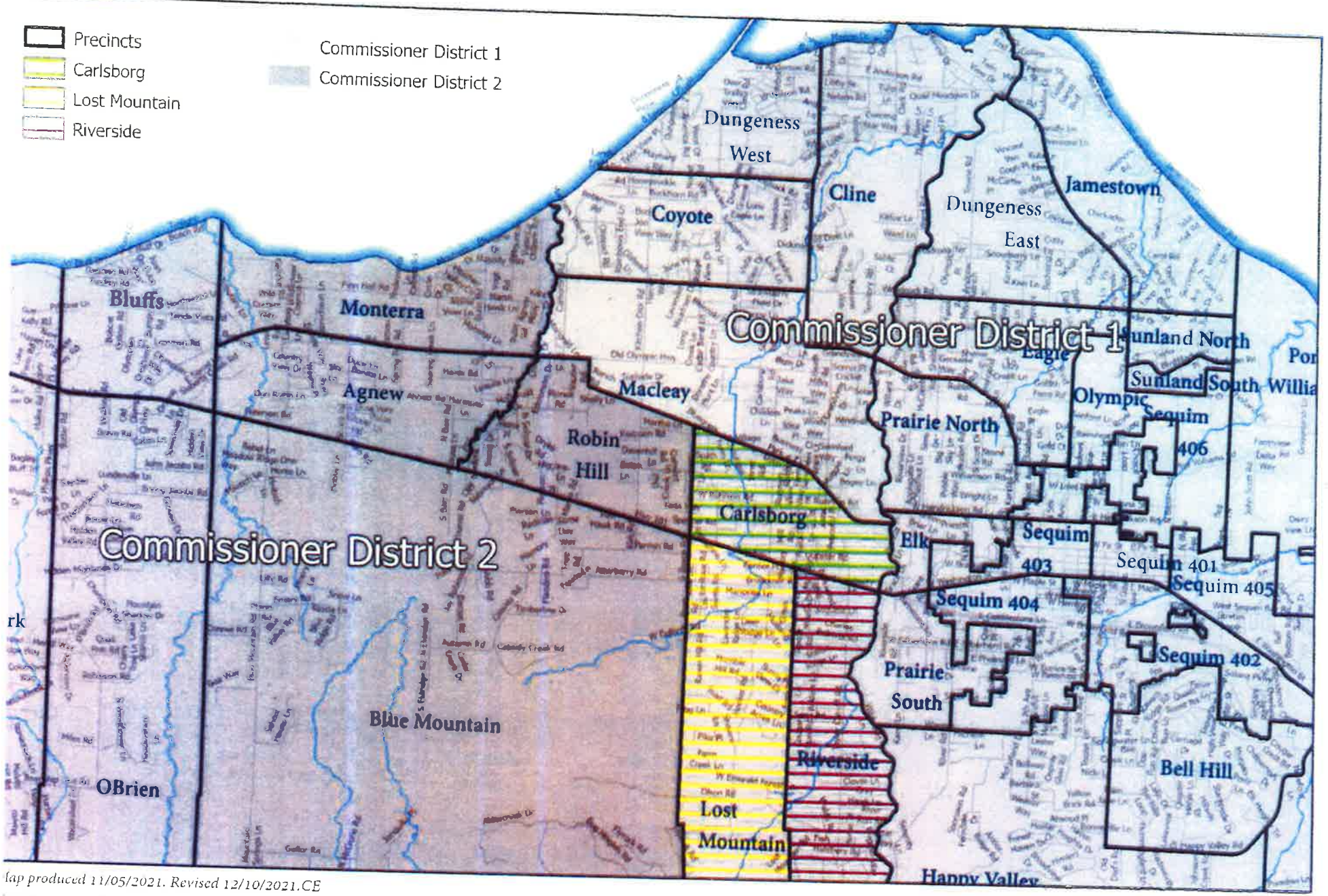
Commissioner District 3	2020
Beaver	1019
Black Diamond	666
Bogachiel	838
Clallam Bay	1648
Dry Creek	1501
Elwha	344
Forks 301	1737
Forks 302	1598
Freshwater Bay	1646
Joyce	1453
Madison Creek	533
Neah Bay	1752
Port Angeles 108	1515
Port Angeles 109	1826
Port Angeles 110	786
Port Angeles 111	1680
Port Angeles 112	1436
Port Angeles 113	1514
Quileute	717
Sun	463
Precinct moved from District 2 to 3	
Port Angeles 106	1204
TOTAL 2021	25,876

25,718

District 1 and 2	3.65 %
District 2 and 3	0.86 %
District 3 and 1	2.76 %

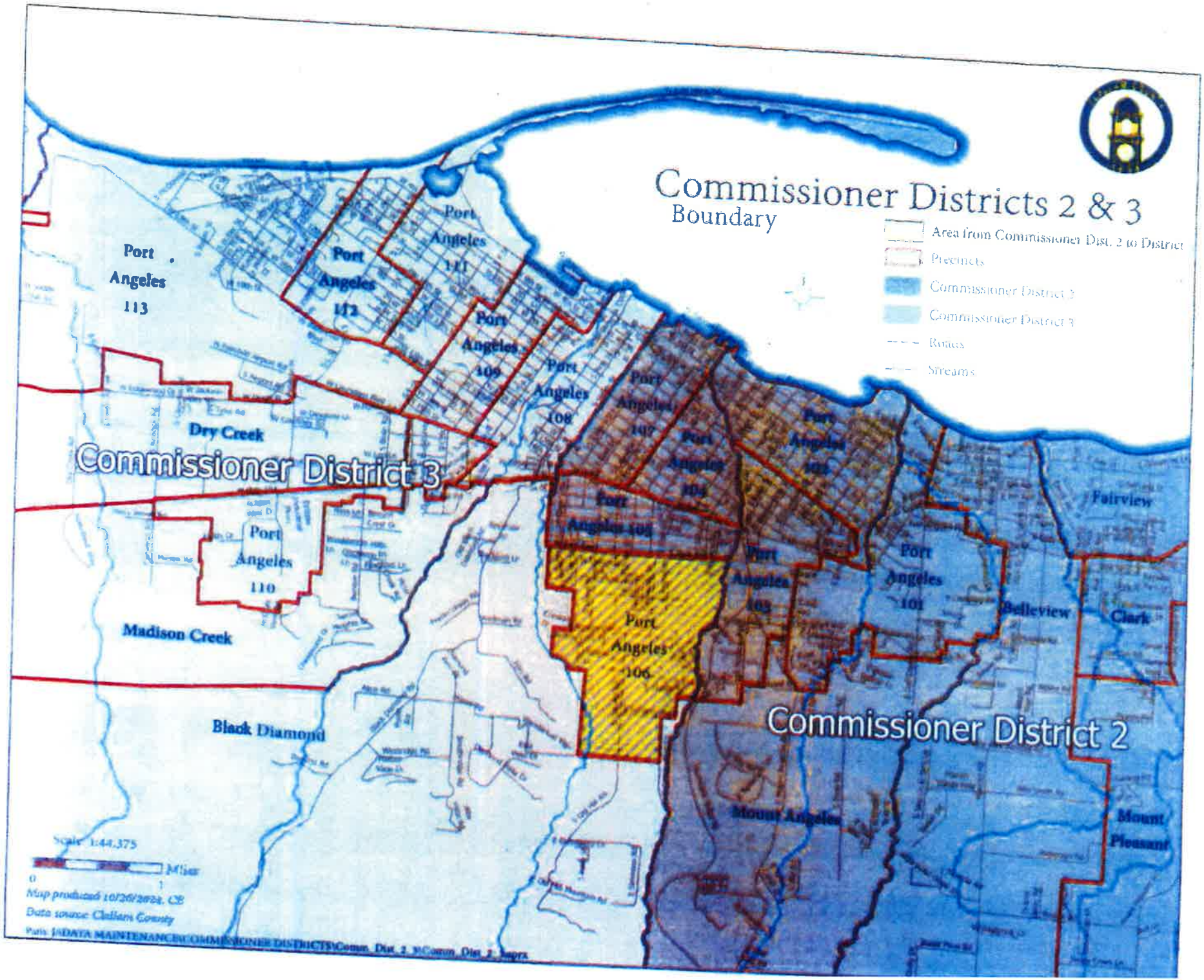
2021 Population 77,155

Commissioner Districts 1 & 2



Map produced 11/05/2021. Revised 12/10/2021.CE

Data source: Clallam County GIS


Commissioner Districts 2 & 3
Boundary
Area from Commissioner Dist. 2 to District
Precincts
Commissioner District 2
Commissioner District 3
Roads
Streams
Port Angeles 113
Port Angeles 112
Port Angeles 111
Port Angeles 109
Port Angeles 108
Port Angeles 107
Port Angeles 104
Port Angeles 105
Port Angeles 103
Port Angeles 101
Port Angeles 110
Port Angeles 106
Dry Creek
Madison Creek
Black Diamond
Fairview
Belleview
Clark
Mount Angeles
Mount Pleasant
Commissioner District 3
Commissioner District 2
Scale 1:44,375
Miles
0
1
Map produced 10/26/2022, CB
Data source: Clallam County
Path: J:\DATA MAINTENANCE\COMMISSIONER DISTRICTS\Comm. Dist. 2_3\Comm. Dist. 2_3.mxpr

3b
12/21/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-20-21**

REGULAR AGENDA ☒ **Meeting Date: 12-21-21**

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☒ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
A vacancy exists on the Marine Resources Committee due to a long standing vacant position.

This resolution is correct Resolution 100, 2021 due to an incorrect position listed for Raymond W. Kirk. Mr. Kirk will be appointed to the At Large **Alternate** representative. Resolution 100, 2021 listed him as the At Large representative.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign a resolution.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Department of Community Development

Relevant Departments: Board of Commissioners and Department of Community Development

Date submitted: 12-09-21

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

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

RESOLUTION _____, 2021

CORRECTED RESOLUTION APPOINTING A MEMBER TO THE MARINE RESOURCES COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Marine Resources Committee due to a long standing vacant position.

2. A press release was issued during October 2021 soliciting applications from interested citizens. One application was received for the At Large Alternate representative position.

3. The Director of the Department of Community Development endorses the appointment of Raymond W. Kirk.

4. This resolution is correct Resolution 100, 2021 due to an incorrect position listed for Raymond W. Kirk. Mr. Kirk will be appointed to the At Large **Alternate** representative. Resolution 100, 2021 listed him as the At Large representative.

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

1. **Raymond W. Kirk** is appointed to serve as the At Large Alternate representative for a term ending December 31, 2025.

PASSED AND ADOPTED this 21st day of December 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.164
Appointee
DCD

DRAFT

3C
12/21/21

AGENDA ITEM SUMMARY

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

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date: 12/20/2021**

REGULAR AGENDA ☒ **Meeting Date: 12/21/2021**

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

Item Summary:*

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

Documents exempt from public disclosure attached: ☐

Executive Summary:

The Washington State Auditor now requires Sales & Use Tax to be held in a fund outside the General Fund. This resolution approves the creation of the new State Sales and Use Tax Fund (69127).

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

No budgetary impact.

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

Please review and approve.

County Official signature & print name: Debi Cook DCook

Name of Employee attending meeting: Debi Cook, Mark Lane

Relevant Departments: BOCC, Finance

Date Submitted: 12/15/2021

RESOLUTION _____, 2021

CREATION OF NEW AGENCY FUND - STATE SALES AND USE TAX

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Washington State Auditor now requires Sales and Use Tax funds to be held in a fund outside the General Fund.

2. Creation of this new fund allows the County to meet all accounting and reporting requirements needed for these funds.

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

1. State Sales and Use Tax (69127), an Agency Fund, is now established.

PASSED AND ADOPTED this day of December, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, Clerk of the Board

_____
Bill Peach

AGENDA ITEM SUMMARY

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

4a
12/21/21

Department: DCD

WORK SESSION ☒ **Meeting Date: 12.13.2021**

REGULAR AGENDA ☒ **Meeting Date: 12.21.2021**

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

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract # 334.21.005
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other: Change orders-Lower Dungeness Floodplain Restoration

Documents exempt from public disclosure attached: ☐

Executive summary:

Lower Dungeness Floodplain Restoration construction activities began in late summer. Change orders were written, and we anticipate that more will be written as the project proceeds. This agenda item contains two elements: 1. a question for the BOCC about its preference for approving change orders; and 2. the first change order from the project.

1. **According to Policy 560, Section 4.5(b) notes that Clallam County Commissioners can authorize the County Administrator to approve change orders. Would BOCC find it useful to authorize the County Administrator to approve change orders for this project?**

2. **Attached for BOCC review and approval is a change order for the Lower Dungeness floodplain restoration project. Restoration construction activities began in late summer. Scarsella Brothers is the construction contractor. Shannon and Wilson, Inc., provides engineering oversight. A change order was developed to account for changes in materials and in conditions at the site. The total value of the change order is a credit to Clallam County of $1,927.72.**

   Six items are included in the change order:
   1. **Culvert material change**
   2. **MSE (mechanically stabilized earth) wall endpoint location**
   3. **Towne and Anderson Road intersection revision**
   4. **Levee select borrow specification revision**
   5. **Beaver dam notching**
   6. **Additional gravel to bed 72" culvert**

1. A 72" culvert made of the specified material was not available for several months. A modification was made in order to procure and install the culvert within the in-water work window. Cost increase, $12,355.92
2. Culvert location was adjusted for conditions. The MSE wall which is built atop the culvert also needed adjustment to maintain stability. Cost increase, $16,613.83
3. A change was made to allow for a temporary intersection alignment at the intersection of Towne and Anderson Roads. Cost increase, $2,717.50
4. While still meeting shear strength and filter compatibility requirements, the specification for levee select borrow was changed to accommodate material in Blue Mountain Pit. Cost decrease, $(46,899.50)
5. Beaver activity significantly altered hydrology in the work area, requiring a slow process of notching the beaver dams to return the area to its normal hydrology. Cost increase $7,959.53
6. Additional gravel was required to be the 72" culvert (see #1). Cost increase, $5,325.00

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

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

County Official signature & print name: Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Mary Ellen Winborn; Cathy Lear; Joe Donisi

Relevant Departments: DCD; Roads

Date submitted: 12.8.2021

CLALLAM COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT
CHANGE ORDER SUMMARY AND CONTRACT VALUE CHANGE ESTIMATE

Project Title: Lower Dungeness River Floodplain Restoration and Levee/Road Realignment Project / Phase 1 Earthwork

Project Engineer: Tyler Stephens, PE

Sheet 1 of 1 Date: 12/7/2021 CO Summary No. 01

X	Order by Engineer under terms of Section 1-04.4 of Standard Specifications	To:	Mike Wilson
		Address:	Scarsella Brothers, Inc.
			8404 South 196th Street
	Change Proposed by Contractor		Kent, WA 98031
		Phone:	(253) 872-7173
Endorsed by:		Fax No:	(253) 395-1209
	Contractor Firm Name	Contract No.:	N/A
		County Road No.:	N/A
Signature	Date	Federal Aid No.:	N/A
Title	N/A		
	Consent Given By Surety: (when required see Sec. 1-04.4)	Approval by	Tyler Stephens
		Date:	12/7/2021
By:		Date Work Began:	8/31/2021
	Attorney-in-Fact Date		

CHANGE ORDER SUMMARY

CHANGE ORDER

01 Change 72 in. culvert material to 10ga. (0.138 in.) Aluminized steel
02 Revise Towne Road MSE wall endpoints
03 Revise Towne Road/Anderson Road intersection grading
04 Road/Levee Select Borrow material gradation revision and credit
05 Beaver Dam Notching Force Account
06 Towne RD 72in Culvert Raise

Please see attached change order descriptions, justifications, quantities, affected bid items and contract value change estimates.

CHANGE ORDER NO.	DESCRIPTION	UNIT MEAS.	UNIT PRICE	ESTIMATED QUANTITY CHANGE	ESTIMATED AMOUNT CHANGE	ACCT CODE
01	Corrugated Aluminum Culvert Pipe, 0.075in (14ga), 72in Diam.	See Detail			$ 12,355.92	
02	Towne Road MSE Wall Endpoint Modification	See Detail			$ 16,613.83	
03	Towne Road/Anderson Road intersection grading modification	See Detail			$ 2,717.50	
04	Special Provision 9-03.14(5) Road/Levee Select Borrow (Import) gradation revision and material credit	See Detail			$ (46,899.50)	
05	Beaver Dam Notching Force Account	See Detail			$ 7,959.53	
06	Towne Rd 72in Culvert Raise	See Detail			$ 5,325.00	
		TOTAL ESTIMATED CHANGE THIS SUMMARY			$ (1,927.72)	

All work, materials, and measurement to be in accordance with the provision of the Standard Specifications and Special Provisions for the type of construction involved.

ORIGINAL CONTRACT AMOUNT	CHANGE IN WORKING DAYS	CURRENT CONTRACT AMOUNT	ESTIMATED NET CHANGE THIS ORDER	ESTIMATED CONTRACT TOTAL AFTER CHANGE
$5,529,123.55	0	$5,529,123.55	$ (1,927.72)	$5,527,195.83

APPROVAL RECOMMENDED	APPROVAL
Project Engineer Date	Clallam County Date

SHANNON & WILSON

CHANGE ORDER DESCRIPTION

TO: Cathy Lear, Joe Donisi (Clallam County)
Dave Cline (HDR)
DATE: December 7, 2021
PROJECT: LDRC-P1
PROJ. #: Clallam Cty 2021-049
SUBJECT: Change Order 01 - 72 inch culvert material change

CHANGE ORDER DESCRIPTION

This change order covers a change in culvert material from corrugated Aluminum Culvert Pipe 0.075in (14gauge) 72in diameter to 0.138in (10ga) Aluminized steel culvert pipe. Pricing includes 12% markup for overhead and profit. All work, materials except culvert pipe, and measurement are to be in accordance with the provisions of the Standard Specifications and Special Provisions for the type of construction involved.

REASON FOR CHANGE

The specified 72-inch culvert would have taken too long to procure, putting culvert construction at risk of missing the permitted in-water work window. The material change from 14 gauge aluminum culveft to 10 gauge aluminized steel culvert addresses corrosion concerns for the different material and allows for expedited procurement and was therefore authorized.

AFFECTED BID ITEMS AND TOTAL ADDITIONAL COST

Bid Item No		Unit	$/Unit	Quantity Added	Cost
32	Corrugated Aluminum Culvert Pipe 0.075in, 72in diam.	LS			$ 12,355.92
			TOTAL ADDITIONAL COST		$ 12,355.92

14 gauge Aluminum Culvert Cost (original)	$ 13,452.11
10 gauge Aluminized Steel Culvert Cost	$ 24,484.18
Cost Increase	$ 11,032.07
12% Markup	$ 1,323.85
TOTAL ADDITIONAL COST	$ 12,355.92

FERGUSON WATERWORKS

LOCATION: PORTLANDWW
WAREHOUSE: 1604
11650 CLEARCREEK RD NW
SILVERDALE, WA 98383-0000
Phone:360-697-1510
Fax:360-698-4729

Project: Lower Dungeness River floodplain restoration and levee/road realignment - Phase 1 earthwork

Job Location: Clallam Bay
Bid Date: 07/27/2021
Bid Time: 10:00AM
Quoted By: Jacob Hadlock
Engineer:
Addendum: 2.00

Job Notes:

Note: Currently ALL Import iron products are quoted at today's market price, please contact your Salesmen to discuss any projects with long term needs for duration of quote.

Note: our given quote reflects the potential us tariff on all Chinese goods effective 5/13/2019, any questions on this please contact your salesman. Also due to the volatility of the steel and stainless-steel market, pricing is valid for five (5) days only from the date shown on this estimate.

Note: Materials and the quantities have been rounded up to full lengths/rolls/units, etc. Quantities listed might not reflect those shown on the bid form, contractor is to adjust his estimate accordingly.

Note: Bid Items Connect to Drainage Structure. In some cases, the type and size of existing pipe is not shown on the plans we are assuming that the existing pipe is ADS and have included materials for that application. Contractor to verify prior to ordering.

Note: Due to the volatility of the steel and stainless-steel market, pricing is valid for five (5) days only from the date shown on this estimate.

Note: Due to the extreme volatility of raw materials, energy and transportation costs, ductile iron pipe has been quoted with 30/30 terms (30 days to place order). Consequently, pricing will be held firm for a period of thirty (30) days from the date shown on this estimate. Orders placed after thirty (30) days will be subject to current market pricing in effect at the time of order.

Note: Due to the volatility of the plastic resin and pipe market price and availability of plastic pipe will be determined at time of purchase and is subject to change without notice. This quote is not a contract to supply material or a guarantee of product or availability.

Note: HDPE Resin manufacturers have declared Force Majeure due to recent Storms in the Texas area. Due to that HDPE pricing is good for 7 days after bid date, subject to manufacturers ability to produce product at time of order.

Note: ALL PRICES QUOTED FOR PVC ARE FOR ESTIMATION ONLY. PRICES QUOTED FOR PVC PRODUCTS WILL BE VALID FOR 7 DAYS FROM THE DATE OF THIS QUOTATION WITH BUYER TO TAKE DELIVERY OF DIRECT SHIPMENT FROM THE MANUFACTURER WITHIN 30 DAYS OF QUOTATION, AND ARE SUBJECT TO AVAILABILITY OF PRODUCTS. ALL QUOTATIONS FOR PVC OUTSIDE OF THE STATED TERMS ARE SUBJECT TO REQUOTING. THIS QUOTATION DOES NOT CONSTITUTE A BINDING AGREEMENT AND THE PRICING OFFERED SHALL BE BINDING ONLY UPON ISSUANCE OF A PURCHASE ORDER BY BUYER AND ACCEPTANCE IN WRITING BY SELLER.

FERGUSON WATERWORKS

Lower Dungeness River floodplain restoration and levee/road realignment - Phase 1 earthwork

WASHINGTON WATERWORKS
QUOTE

Qty	UM	Description / Comments	Bid Price	Ext Price
		Base Bid		
		Bid Item 07 - EROSION CONTROL AND WATER POLLUTION PREVENTION		
1,500	SY	Non Woven 801 15X300 BLK DOM *Z	$1.00	$1,500.00
		Bid Item 07 - EROSION CONTROL AND WATER POLLUTION PREVENTION:		**$1,500.00**
		Bid Item 08 - HIGH-VISIBILITY SILT FENCE		
156	EA	60X100 SILT FENCE With 36 WIRE Orange	$58.48	$9,122.88
2,652	EA	5 FT Post	$4.00	$10,608.00
		Bid Item 08 - HIGH-VISIBILITY SILT FENCE:		**$19,730.88**
		Bid Item 32 - CORRUGATED ALUMINUM CULVERT PIPE 0.075IN, 72IN DIA		
1	EA	CORRUGATED ALUMINUM CULVERT PIPE 0.075IN, 72IN DIAM. CORLIX PIPE 3 x 1 LS 14GA 72" - Length : 58, Notes for Quote : (2) - 20's (1) - 18'1.00 CSP BD 10-C RVTD ALUM 16GA 72" 2PC 2.00 2.00 BAND ACC FLAT GASKET 72" 24"WIDE	$13,452.11	$13,452.11
		Bid Item 32 - CORRUGATED ALUMINUM CULVERT PIPE 0.075IN, 72IN DIA:		**$13,452.11**
		Bid Item 33 - RRUGATED POLYETHYLENE PIPE (CPE) 36 IN. DIAM		
100	FT	36 X 20 AASHTO Watertight HDPE Pipe Bell End	$75.64	$7,564.00
		Bid Item 33 - RRUGATED POLYETHYLENE PIPE (CPE) 36 IN. DIAM:		**$7,564.00**
		Base Bid:		**$42,246.99**
		Grand Total:		**$42,246.99**

Quoted prices are based upon receipt of the total quantity for immediate shipment (48) hours. SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT THE TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE. CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

1 NO TAXES INCLUDED
2 PER FERGUSON'S STANDARD TERMS AND CONDITIONS
3 PRICES IN EFFECT AT TIME OF SHIPMENT
4 DUE TO THE VOLATILITY OF THE COPPER PIPE AND PVC/RESIN MARKET ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. PRICES MAY BE REQUOTED AT TIME OF PURCHASE
6 ALL BURY DEPTH LENGTHS ARE ESTIMATES, CONTRACTOR TO FIELD VERIFY
7 THIS QUOTATION IS OUR INTERPRETATION OF THE PLANS AND SPECIFICATIONS WE HIGHLY RECOMMEND THAT THE CONTRACTOR PERFORM HIS/HER OWN TAKEOFF OF ITEMS AND QUANTITIES FOR THE ABOVE PROJECT, WE ALSO RECOMMEND THE CONTRACTOR CONFIRM THE MATERIAL LIST PRIOR TO ORDERING MATERIAL FOR PROJECT.
8 ALL SPECIAL-ORDER ITEMS MAY NOT BE CANCELED AFTER RECEIPT OF ORDER
9 THIS IS NOT A GUARANTEED LIST OF MATERIALS
10 MATERIAL ORDER IS BASED UPON RECEIPT OF APPROVED SUBMITTALS
11 MATERIAL ORDER IS BASED UPON CUSTOMER APPROVAL
12 ALL DI PIPE, SPOOLS AND FITTINGS ARE QUOTED AS CL153-CL/BIT COATED
13 ALL ITEMS ARE SUBJECT TO FACTORY RETURN TERMS

Qty	UM	Description / Comments	Bid Price	Ext Price
14		CUSTOMERS TO VERIFY ALL SPOOL AND NIPPLE LENGTHS PRIOR TO ORDERING		

Job Terms:

FERGUSON WATERWORKS

FEL - SILVERDALE WW #1604
11650 CLEARCREEK RD NW
SILVERDALE, WA 98383-0000

Phone: 360-697-1510
Fax: 360-698-4729

Deliver To: 75931
From: Pandora Hope
Comments:

15:50:16 AUG 16 2021

FERGUSON WATERWORKS #3011
Price Quotation
Phone: 360-697-1510
Fax: 360-698-4729

Bid No: B400787
Bid Date: 08/16/21
Quoted By: PIH

Cust Phone: 253-872-7173
Terms: NET 10TH PROX

Customer: SCARSELLA BROS INC
PO BOX 68697
SEATTLE, WA 98168-0697

Ship To: SCARSELLA BROS INC
PO BOX 68697
SEATTLE, WA 98168-0697

Cust PO#: 72" 10GA CULVERT

Job Name: LOWER DUNGENESS RIVE

Item	Description	Quantity	Net Price	UM	Total
	COMPARISON FOR 72" ALMZ CULVERT PIPE 10GA VS 14GA				

SP-C72CMP10GA	72" 10GA CMP CULVERT PIPE	58	325.600	FT	18884.80
SP-CMPDMPBND72	72 CMP DIMPLE BAND	2	732.000	EA	1464.00
SP-CMPDMPLBNDGSK7	72 DIMPLE BAND FLAT GASKET	2	240.000	EA	480.00
L151796	FREIGHT CHARGE	1	3655.380	EA	3655.38
	SUBTOTAL				24484.18

SP-CA14GAP72	72 14GA TYPE 2 ALMZ CMP	58	240.100	FT	13925.80
SP-CMPDMPBND72	72 CMP DIMPLE BAND	2	480.190	EA	960.38
SP-CMPDMPLBNDGSK7	72 DIMPLE BAND FLAT GASKET	2	240.000	EA	480.00
L151796	FREIGHT CHARGE	1	3655.380	EA	3655.38
	SUBTOTAL				19021.56

	CURRENT LEAD TIME: 10-14 DAYS TO SHIP				

Net Total:	$43505.74
Tax:	$0.00
Freight:	$0.00
Total:	$43505.74

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=3156&on=74892

FERGUSON WATERWORKS

FERGUSON WATERWORKS #3011
Price Quotation

Fax: 360-698-4729

15:50:16 AUG 16 2021

Reference No: B400787

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=3156&on=74892

SHANNON & WILSON

CHANGE ORDER DESCRIPTION

TO: Cathy Lear, Joe Donisi (Clallam County)
Dave Cline (HDR)
DATE: November 16, 2021
PROJECT: LDRC-P1
PROJ. #: Clallam Cty 2021-049
SUBJECT: Change Order 02 - Towne Road MSE Wall Endpoint Revision

CHANGE ORDER DESCRIPTION

The south extent of the Towne Road MSE wall was adjusted to be 10 feet south of the design location, increasing the total MSE wall quantities.

REASON FOR CHANGE

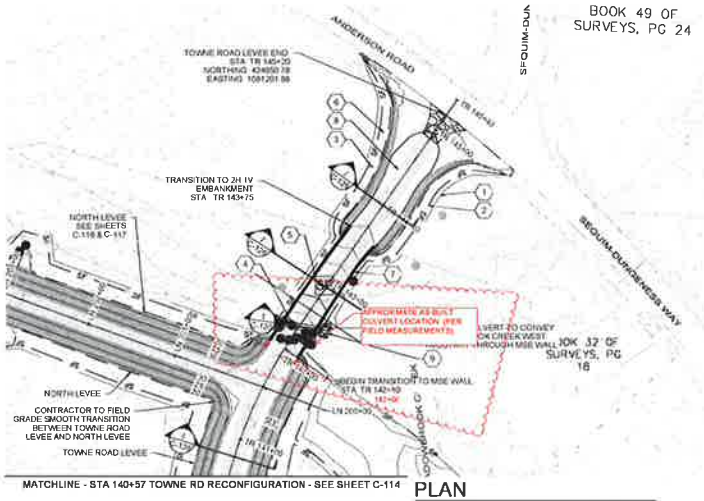
The 72-inch culvert design location was north of the Meadowbrook Creek tributary channel location. The culvert was moved south to the channel location, which placed it closer to the MSE wall end points. To maintain the minimum length of MSE wall south of the culvert, as needed for wall stability, the endpoints were moved south.

KEY NOTES:

1. CONSTRUCTION LIMIT
2. SILT FENCE
3. CLEAR AND GRUB ALL VEGETATION IN EARTHWORK AREAS
4. LARGE TREE SALVAGE AND STOCKPILE
5. SETTLEMENT PLATE
6. ROAD/LEVEE EMBANKMENT
7. MSE WALL WITH VEGETATED WALL FACING
8. ROAD/LEVEE SURFACING
9. FISH EXCLUSION AND STREAM DIVERSION WEST TRIB MEADOWBROOK CREEK

CONSTRUCTION NOTES:

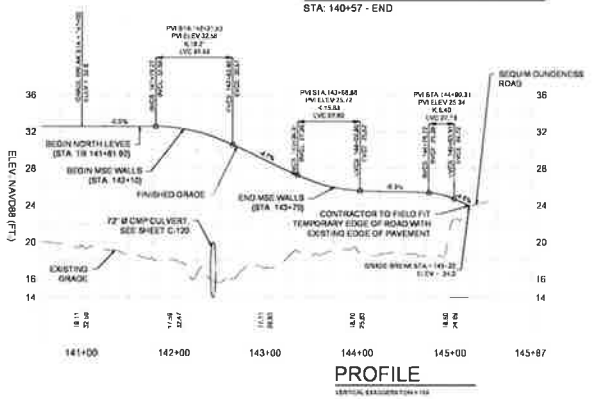
1. ALL EARTHWORK TO OCCUR WITHIN CONSTRUCTION LINE LIMITS AND SILT FENCES SHOWN ON PLAN.
2. CONTRACTOR TO PROVIDE FISH EXCLUSION AND STREAM DIVERSION IN ACCORDANCE WITH CONTRACTOR PROVIDED TESC PLAN AND PERMIT REQUIREMENTS.
3. TREES LARGER THAN 1' DBH TO BE SALVAGED AND STOCKPILED AT LOCATION SHOWN ON PLANS.
4. GRUB (STRIP) 1 FT TOPSOIL BENEATH ALL LEVEE EMBANKMENTS AND AT LEAST 2 FT TOPSOIL BENEATH ALL MSE WALL EMBANKMENTS.
5. INSPECTION TRENCH TO BE INSPECTED AND APPROVED BY ENGINEER PRIOR TO PLACEMENT OF ANY FILL.
6. INSTALL SETTLEMENT PLATES PRIOR TO PLACEMENT OF FILL.
7. CONTRACTOR TO DEWATER FOR INSPECTION TRENCH, MSE WALL EMBANKMENT CONSTRUCTION, AND CULVERT INSTALLATION, PER CONTRACTOR PROVIDED DEWATERING PLAN.



MATCHLINE - STA 140+57 TOWNE RD RECONFIGURATION - SEE SHEET C-114

PLAN

STA: 140+57 - END



PROFILE

VERTICAL EXAGGERATION = 10

DESIGN MODIFICATION 006
MSE WALL ENDPOINT STATION &
DRAINAGE LAYER MSE WRAP
SHANNON & WILSON, INC.
1 OCTOBER 2021

0 50 100
Scale in Feet

CLALLAM COUNTY, WASHINGTON
223 EAST 4TH STREET, SUITE 4B
PORT ANGELES, WA 98362

SHANNON & WILSON, INC.
400 NORTH 34TH STREET, SUITE 100
SEATTLE, WA 98103

TOWNE ROAD LEVEE PLAN & PROFILE - SHEET 5

SHEET ID:
C-115

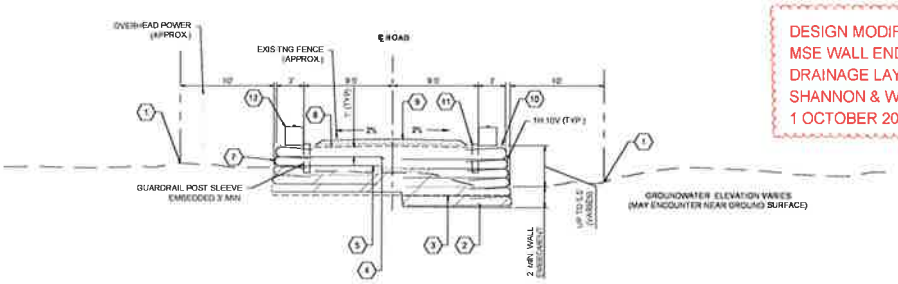
GENERAL NOTES:

1. MSE WALL SHALL BE EMBEDDED 2 FEET MINIMUM BELOW ADJACENT FINISHED GRADE
2. MSE WALL REINFORCEMENT LENGTHS SHALL BE IN ACCORDANCE WITH WSDOT STANDARD PLAN D 3 09 00, TYPE 1, AND NOT BE LESS THAN 11 FEET
3. MSE WALL REINFORCEMENT STRENGTH SHALL BE IN ACCORDANCE WITH WSDOT STANDARD PLAN D 3 09 00, TYPE 1, AND THE PROJECT SPECIFICATIONS
4. CONSTRUCTION GEOSYNTHETIC FOR BASE REINFORCEMENT STRENGTH SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS

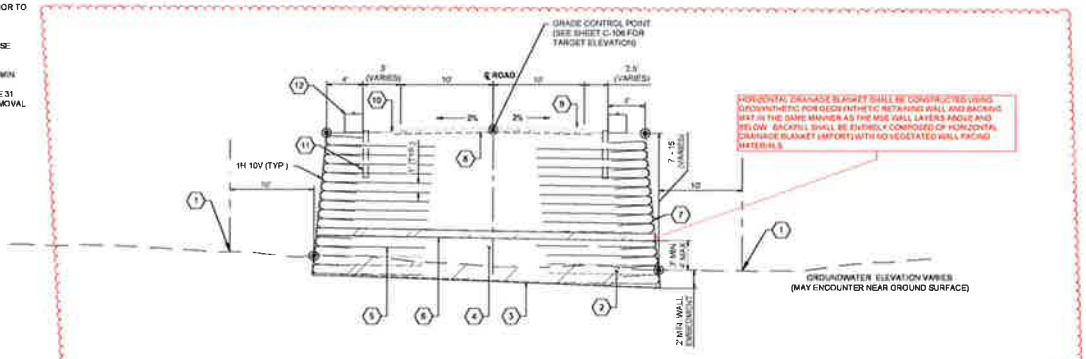
CONSTRUCTION NOTES:

1. PLACE A MINIMUM OF 3 INCHES OF GRAVEL BORROW FOR STRUCTURAL EARTH WALL BETWEEN OVERLAPPING CONSTRUCTION GEOSYNTHETIC FOR GEOSYNTHETIC RETAINING WALL. PLACE A MINIMUM OF 3 INCHES AND A MAXIMUM OF 8 INCHES OF GRAVEL BORROW FOR STRUCTURAL EARTH WALL BETWEEN THE CONSTRUCTION GEOSYNTHETIC FOR BASE REINFORCEMENT AND THE CONSTRUCTION GEOSYNTHETIC FOR GEOSYNTHETIC RETAINING WALL
2. CONTRACTOR SHALL CUT A HOLE IN REINFORCEMENT LAYERS AND STAKE OR BLOCK OUT THE HOLE FOR PLACEMENT OF GUARDRAIL POSTS OR POST SLEEVES. FOR EACH REINFORCEMENT LAYER, CUT HOLES FOR GUARDRAIL POST OR POST SLEEVE IN REINFORCEMENT AND INSTALL STAKES AND BLOCKOUTS MARKING THE HOLE LOCATION PRIOR TO PLACING BACKFILL OVER THE MSE WALL REINFORCEMENT
3. ADJUST THE VERTICAL SPACING OF THE TOP MSE LAYER AS NEEDED TO MEET DESIGN GRADE.
4. GUARDRAIL POST SLEEVE TO BE EMBEDDED 5' MIN.
5. PREINSTALLED 6" DIA. SLEEVE TO ACCEPT TYPE 31 GUARDRAIL POST AFTER SETTLEMENT AND REMOVAL OF MSE WALL LAYERS

DESIGN MODIFICATION 006
MSE WALL ENDPOINT STATION &
DRAINAGE LAYER MSE WRAP
SHANNON & WILSON, INC.
1 OCTOBER 2021



6 EBERLE DRIVEWAY MSE WALL - TYPICAL SECTION



7 TOWNE ROAD MSE WALL - TYPICAL SECTION

KEY NOTES:

1. CONSTRUCTION/CLEARING LIMITS
2. GRUB AREA (TOPSOIL TYPE B OR COMMON BORROW ALONG DRIVEWAY)
3. CONSTRUCTION GEOSYNTHETIC FOR BASE REINFORCEMENT
4. GRAVEL BORROW FOR STRUCTURAL EARTH WALL
5. CONSTRUCTION GEOSYNTHETIC FOR GEOSYNTHETIC RETAINING WALL
6. HORIZONTAL DRAINAGE BLANKET (IMPORT) (TZ)
7. VEGETATED WALL FACING (SEE SHEET C-134 A)
8. CONSTRUCTION GEOTEXTILE FOR SEPARATION
9. CRUSHED SURFACING BASE COURSE (8" THICK)
10. HYDROSEED (SHOULDER)
11. GUARDRAIL POST SLEEVE
12. CONTRACTOR TO PROVIDE TEMPORARY SAFTEY BARRIER
13.

LEGEND
- FINISHED GRADE
- EXISTING GROUND
- CRUSHED SURFACING BASE COURSE
- GRUB (STRIPPING) AREA
- HORIZONTAL DRAINAGE BLANKET (IMPORT)

SHEET ID
C-126

Last Saved by AWP on Jun 7, 2021 11:38 AM File I:\E1121.1.SEA\1250\01.2558 DUNGENESS\CADD\Sheet Set\Phase 1 - Earthwork & Temp Pinning\Sheets\07-21-1 1266BC-123_TYPICAL SECTIONS.dwg

From:	107504_LDRC-P1
To:	Mike Wilson
Cc:	david.cline@hdrinc.com; Christopher Helland; Amy Summe; Logan McClish; Jessica Randolph; Lear, Cathy; jdonisi@co.clallam.wa.us; jgreen@co.clallam.wa.us
Subject:	LDRC-P1 (MODIFICATION 006 - TOWNE RD MSE END POINT STATIONS, DRAINAGE BLANKET MSE WRAP DETAIL)
Date:	Friday, October 1, 2021 2:42:46 PM
Attachments:	MOD_C-115_MSE S ENDPOINT STATIONS, DRAINAGE LAYER WRAP_20211001.pdf

Good afternoon, Mike-

We've attached Modification 006 pertaining to the Towne Road MSE wall south endpoint stations and drainage blanket MSE wrap detail.

Please contact us if you have questions.

Regards,

Tyler Stephens, P.E.* | Senior Associate
400 N. 34th Street, Suite 100
P.O. Box 300303
Seattle, WA 98103
www.shannonwilson.com
Phone: (206) 632-8020 Fax: (206) 633-6777
Direct: (206) 695-6915 Cell: (206) 818-0663
tjs@shanwil.com

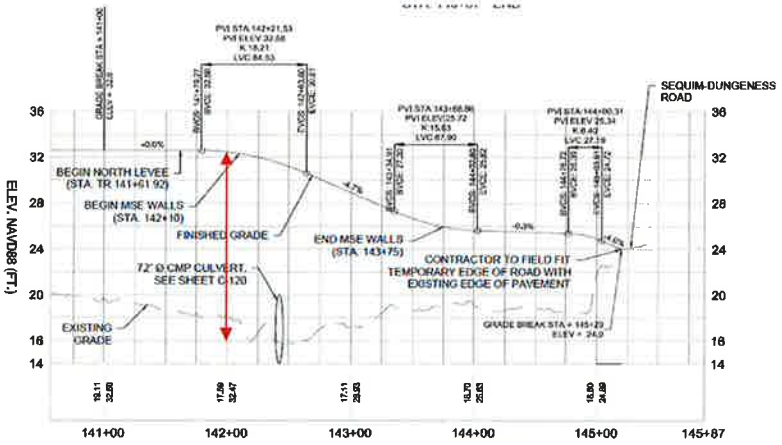
Excellence. Innovation. Service. Value.
We Help Our Clients Achieve Their Goals.

*Licensed in Washington State

ADDED QUANTITIES

Added MSE Wall Face Area Calculation		
Length	As requested via modified project drawings delivered October 1, 2021	10 ft
Height	As required to embed lower 2 ft. and achieve design finish EL. 32.6 ft.	16.6 ft
		166 SF

Added MSE Wall Volume		
Length	As requested via modified project drawings delivered October 1, 2021	10 ft
Width	Measured via survey on October 27, 2021	36.4 ft
Height	As required to embed lower 2 ft. and achieve design finish EL. 32.6 ft.	16.6 ft
		224 CY



PROFILE

AFFECTED BID ITEMS AND TOTAL ADDITIONAL COST

Bid Item No		Unit	$/Unit	Quantity Added	Cost
23	Gravel Borrow for Structural Earth Wall Incl. Haul & Compaction	CY	$ 49.50	224	$ 11,077.73
28	Geosynthetic Retaining Wall	SF	$ 16.35	166	$ 2,714.10
29	Vegetated Wall Facing	SF	$ 17.00	166	$ 2,822.00
			TOTAL ADDITIONAL COST		$ 16,613.83

SHANNON & WILSON

CHANGE ORDER DESCRIPTION

TO: Cathy Lear, Joe Donisi (Clallam County)
Dave Cline (HDR)
DATE: November 16, 2021
PROJECT: LDRC-P1
PROJ. #: Clallam Cty 2021-049
SUBJECT: Change Order 03 - Towne Road/Anderson Road Intersection Revision

CHANGE ORDER DESCRIPTION

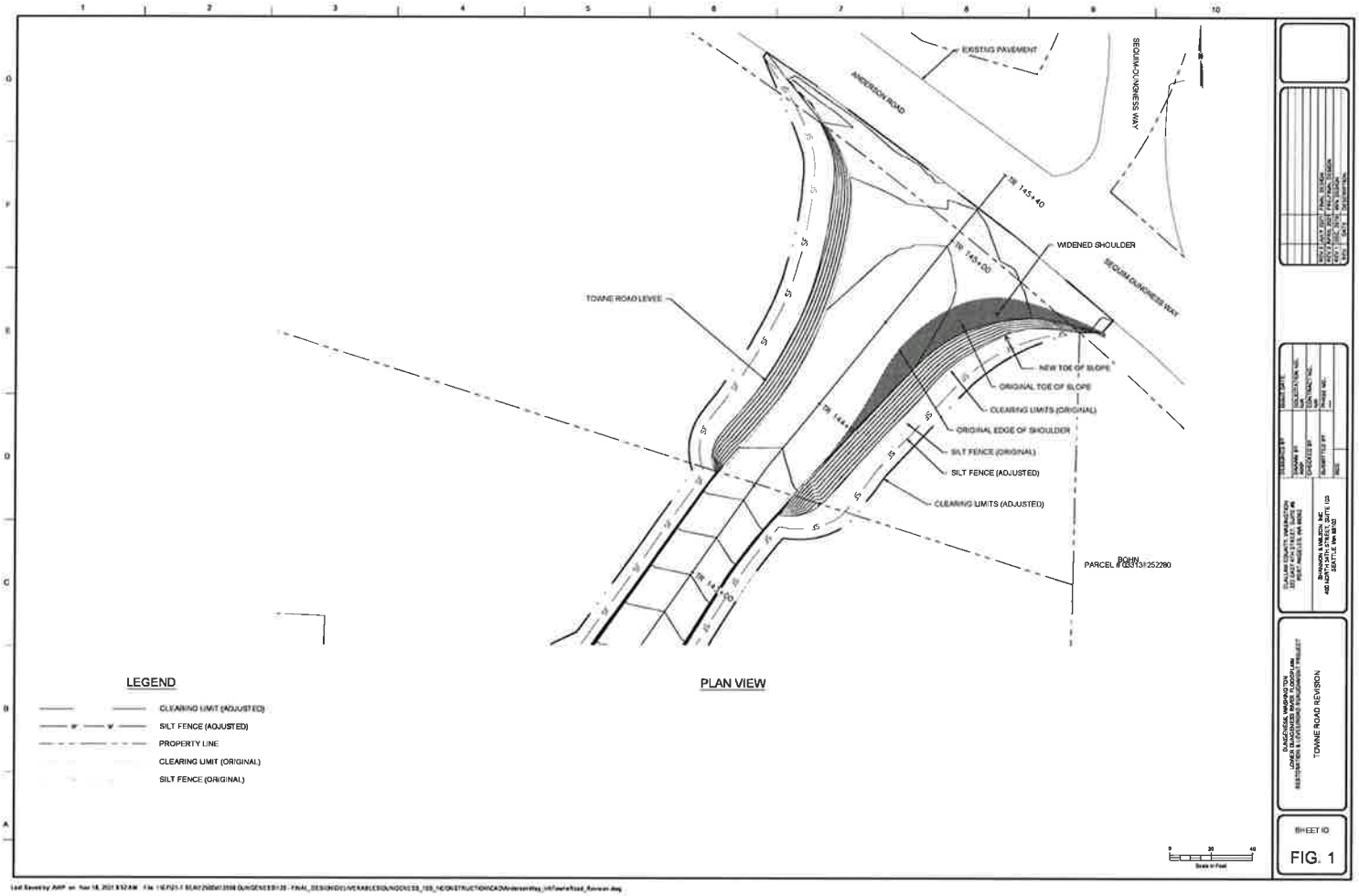
In a sketch dated September 16, 2021 by Joe Donisi, the Towne Road/Anderson Road intersection was revised slightly to allow for a temporary intersection alignment.

REASON FOR CHANGE

If sufficient funding is not available to construct the proposed roundabout at that location, the requested revisions will allow for a temporary two-way stop intersection.

METHOD OF DESIGN MODIFICATION DELIVERY

The changes depicted in the provided sketch were added into the project design model surfaces and provided to the Contractor in hard copy and electronic format. The material quantity increases were calculated from the design model and confirmed during field survey.


EXISTING PAVEMENT
ANDERSON ROAD
SECOND NEWPORT WAY
SR 145+40
SR 145+00
WIDENED SHOULDER
SECOND DUNGENESS WAY
TOWNE ROAD LEVEE
NEW TOE OF SLOPE
ORIGINAL TOE OF SLOPE
CLEARING LIMITS (ORIGINAL)
ORIGINAL EDGE OF SHOULDER
SILT FENCE (ORIGINAL)
SILT FENCE (ADJUSTED)
CLEARING LIMITS (ADJUSTED)
PARCEL #031252280
LEGEND
CLEARING LIMIT (ADJUSTED)
SILT FENCE (ADJUSTED)
PROPERTY LINE
CLEARING LIMIT (ORIGINAL)
SILT FENCE (ORIGINAL)
PLAN VIEW
TOWNE ROAD REVISION
SHEET ID
FIG. 1

AFFECTED BID ITEMS AND TOTAL ADDITIONAL COST

Bid Item No		Unit	$/Unit	Quantity Added	Cost
11	Clearing and Grubbing Incl. Haul	AC	$ 5,625.00	0.0200	$ 112.50
18	Road-Levee Select Borrow (import)	CY	$ 23.50	70	$ 1,645.00
25	Construction Geosynthetic for Base Reinforcement	SY	$ 5.00	192	$ 960.00
				TOTAL ADDITIONAL COST	$ 2,717.50

SHANNON & WILSON

CHANGE ORDER DESCRIPTION

TO: Cathy Lear, Joe Donisi (Clallam County)
Dave Cline (HDR)
DATE: December 7, 2021
PROJECT: LDRC-P1
PROJ. #: Clallam Cty 2021-049
SUBJECT: Special Provision 9-03.14(5) Road/Levee Select Borrow (Import) Modification

CHANGE ORDER DESCRIPTION

This change order modifies the grain size distribution maximum percent passing values in Special Provision 9-03.14(5) *Road/Levee Select Borrow (Import)* such that material sourced from Scarsella's Blue Mountain Pit will satisfy this revised specification. It also modifies the special provision to allow this material to be placed directly upon the geosynthetic for base reinforcement.

REASON FOR CHANGE

Based on review of all grain size distribution analyses received through September 28, 2021, the material sourced from Scarsella's Blue Mountain Pit was consistently outside the specified percent passing ranges for the 2 inch and No. 40 sieves such that minor modifications to the specification were necessary to approve that material source with respect to the gradation requirements. The modified specification remains in compliance with project shear strength and filter compatibility requirements per our analyses.

Through the methods specified in Special Provision 9-33.2(2), Scarsella and their geosynthetic material supplier, ACF West, provided justification for waiving the requirement in Special Provision 9-03.14(5) that the maximum particle size in contact with the Construction Geosynthetic for Base Reinforcement should be 1 ¼ inch or less.

NEGOTIATED UNIT PRICE CHANGE

Because grain size distribution results from Scarsella's Blue Mountain Pit were unable to meet the original specification, Clallam County agreed to the enclosed revised specified ranges. In exchange, Scarsella agreed to a $0.50 credit for bid item No. 18, Road/Levee Select Borrow Incl. Haul & Compaction.

MEASUREMENT AND PAYMENT

This change order is based on the contract bid quantity of 93,799 cubic yards. The actual material quantity may be higher or lower than the bid quantity. In accordance with Special Provisions Section 2-03.4, Road/Levee Select Borrow (Import) will be measured via field survey such that this change order value will need to be adjusted based on the measured material quantity at the end of construction.

From: 107504_LDRC-P1
To: Dave Cline; Joe Donisi; Mike Wilson; Tyler Stephens
Subject: Agreement regarding Road/Levee Select Borrow change and credit
Date: Friday, October 1, 2021 2:39:34 PM

Good afternoon all-

This email is to confirm the terms of our verbal agreement to modify Special Provision 9-03.14(5) Road/Levee Select Borrow (Import) in accordance with WSDOT Standard Specification 1-04.4 Changes. Clallam County has agreed to modify this material specification. Shannon & Wilson will prepare an annotated table showing modified minimum and maximum percent passing such that the laboratory test results submitted to date fall within the modified ranges. Scarsella Brothers has agreed to a credit of $0.50 per cubic yard for this modification. All other specified requirements remain unchanged.

Mike – please provide written confirmation or clarification.

Once confirmed, we will prepare the change order documents.

Regards,

SHANNON & WILSON, INC.
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

Tyler Stephens, P.E.* | Senior Associate
400 N. 34th Street, Suite 100
P.O. Box 300303
Seattle, WA 98103
www.shannonwilson.com
Phone: (206) 632-8020 Fax: (206) 633-6777
Direct: (206) 695-6915 Cell: (206) 818-0663
tjs@shanwil.com

Excellence. Innovation. Service. Value.
We Help Our Clients Achieve Their Goals.

**Licensed in Washington State*

From:	Mike Wilson
To:	Tyler Stephens
Cc:	David Cline (David.Cline@hdrinc.com); Joe Donisi; George Hunkin
Subject:	C-21005 LDRC-P1 - Road/ Levee Select Borrow Test Results from Blue Mountain Pit
Date:	Tuesday, September 28, 2021 11:45:41 AM
Attachments:	SC224e - Sc21092810560.pdf

Hi Tyler,

The attachment contains all of the tests that we've run so far. We are currently building our stockpile and we pulled 3 more samples yesterday. Please review and let me know if this material is acceptable for use as "Road/ Levee Select Borrow".

Thank you,

Mike

9-03.14(5) Road/Levee Select Borrow (Import)

Section 9-03.14(5) is added as the following:

Material used for roadway excavation backfill, and road/levee embankment fill shall consist of Road/Levee Select Borrow (Import). Road/Levee Select Borrow (Import) shall be imported to the site and consist of granular material, either naturally occurring or processed, and shall be free of debris, waste, frozen materials, vegetation, and other deleterious matter, and shall meet the requirements of the following gradation and quality:

Sieve Size	Percent Passing	
	Minimum Percent Passing	Maximum Percent Passing
3 inch	100	100
2 inch	70	~~85~~ 100
¾ inch	50	80

SPECIFICATION MODIFIED PER THE VERBAL AGREEMENT REACHED DURING OUR 1 OCTOBER 2021 MEETING AND AS CONFIRMED VIA EMAIL ON 1 OCTOBER 2021. SCARSELLA AGREED TO ISSUE A $0.50 PER CUBIC YARD CREDIT FOR BID ITEM NUMBER 18.

No. 4	40	70
No. 40	10	~~25~~ 30
No. 200	4	15

All percentages are by dry unit weight

The Plasticity Index for the material passing the US No 200 sieve shall be 3 or greater.
The organic material shall not exceed 1 percent by dry unit weight.

~~The maximum particle size in contact with the Construction Geosynthetic for Base Reinforcement should be 1¼ inch or less.~~

9-09 TIMBER AND LUMBER

Section 9-09.1 General Requirements

Supplement Section 9-09.1 with the following:

AFFECTED BID ITEMS AND CONTRACT COST ADJUSTMENT

BID ITEM NO.	DESCRIPTION	CONTRACT APPROXIMATE QUANTITY	UNIT	CONTRACT UNIT PRICE	REVISED UNIT PRICE	NET CREDIT
18	Road/Levee Select Borrow Incl. Haul & Compaction	93,799	CY	$ 23.50	$ 23.00	$ 46,899.50

SHANNON & WILSON

CHANGE ORDER DESCRIPTION

TO: Cathy Lear, Joe Donisi (Clallam County)
Dave Cline (HDR)
DATE: November 23, 2021
PROJECT: LDRC-P1
PROJ. #: Clallam Cty 2021-049
SUBJECT: Change Order 05 – Beaver Dam Notching Force Account

CHANGE ORDER DESCRIPTION

This change order covers labor and equipment charges for notching several beaver dams upstream of the Towne Road MSE wall and 72-inch culvert. This work was tracked under force account.

REASON FOR CHANGE

The beaver dams were impounding several feet of water, causing the backwater to inundate the North Levee footprint. Notching was necessary to lower the water level and restore the West Tributary to Meadowbrook Creek to normal flow conditions to facilitate backfilling the central ditch (as part of the in-water work window) and installing high visibility silt fence.

BEAVER DAM NOTCHING
FORCE ACCOUNT COST

DATE	COST
10/1/2021	$ 1,880.41
10/2/2021	$ 529.17
10/3/2021	$ 223.84
10/4/2021	$ 1,596.48
10/5/2021	$ 875.76
10/8/2021	$ 1,751.51
11/5/2021	$ 1,102.36
TOTAL	$ 7,959.53

Washington State Department of Transportation

Daily Report of Force Account Worked

Contract Number	Date	Item Number	Item Name
21005	10/11/21		Beaver dam removal

Prime Contractor	Subcontractor / Lower Tier Subcontractor
Scarsella brothers Inc.	

Line / Station	Group	Basis of Material Acceptance	RAM Number

Description of Work Performed:
remove beaver dams to lower water levels.

Time Worked Record

	Workers and/or Equipment Working	Occupation of Workers or Equipment Size	Hours Worked		Equipment Hours	
			Reg.	O.T.	Reg.	Stdby
1	Tim Parrish	laborer	8			
2	Hipolito Nunez	laborer	8			
3	Jacob DeBray	Foreman	4			
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Calculated By	Date	Checked By	Date	Total
				20 hrs.

Ledger Entry Number	Entered By	Date	Entry Verified	Date

Inspector	Contractor's Representative	Title
		Foreman

DOT Form 422-008A
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DAILY FORCE ACCOUNT / EXTRA WORK REPORT

P.O. Box 68697
Seattle, WA 98168-0697
Office: (253) 872-7173
Fax: (253) 395-1209

CONTRACT NAME, NO.:	C-21005 Lowed Dungeness River Floodplain Phase 1
OWNER / CONTRACTOR:	Clallam County
DATE:	1-Oct-21
COST CODE:	
DESCRIPTION OF WORK:	Beaver Dam Removal

LABOR - Name, Classification		HOURS	LOADED HOURLY RATE	EXTENDED AMOUNTS
Tim Parrish - Laborer	REG	8	$63.17	$505.36
	O/T	0	$86.76	$0.00
Nunez Hipolito - Laborer	REG	8	$63.17	$505.36
	O/T	0	$86.76	$0.00
Jacob Debray - Operator Foreman	REG	4	$88.29	$353.16
	O/T	0	$119.25	$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
SUBTOTAL LABOR:				$1,363.88

EQUIP. NO.	EQUIPMENT	OWN or RENTAL?		HOURS	HOURLY RATE	EXTENDED AMOUNTS
	F-150 4x4	OWN or	OPER	4	$25.00	$100.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
SUBTOTAL EQUIPMENT:						$100.00

SUBCONTRACTORS	
SUBTOTAL SUBCONTRACTORS:	$0.00

MATERIAL	QTY.	UNIT COST	EXTENDED AMOUNTS
	0	0	$0.00
			$0.00
			$0.00
			$0.00
SUBTOTAL MATERIAL:			$0.00

SCARSELLA BROS., INC. REPRESENTATIVE DATE

OWNER / CONTRACTOR REPRESENTATIVE DATE

SUBTOTAL SUBCONTRACTORS:	$0.00
12% MARKUP SUBCONTRACTORS:	$0.00
SUBTOTAL LABOR:	$1,363.88
_29_% MARKUP LABOR:	$395.53
SUBTOTAL EQUIPMENT:	$100.00
_21% MARKUP EQUIPMENT:	$21.00
SUBTOTAL MATERIAL:	$0.00
_21% MARKUP MATERIAL:	$0.00
TOTAL THIS REPORT:	$1,880.41

Washington State Department of Transportation

Daily Report of Force Account Worked

Contract Number	Date	Item Number	Item Name
21005	10/2/21		Beaver dam removal

Prime Contractor	Subcontractor / Lower Tier Subcontractor
Scarsella brothers Inc.	

Line / Station	Group	Basis of Material Acceptance	RAM Number

Description of Work Performed:
remove beaver dams to lower water levels.

Time Worked Record

	Workers and/or Equipment Working	Occupation of Workers or Equipment Size	Hours Worked		Equipment Hours	
			Reg.	O.T.	Reg.	Stdby
1	Hipolito Nunez	laborer	4	4		
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Calculated By	Date	Checked By	Date	Total
		[signature]		4 hrs.

Ledger Entry Number	Entered By	Date	Entry Verified	Date
	[signature]			

Inspector	Contractor's Representative	Title
[signature]	[signature]	Foreman

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Revised 09/2020

DAILY FORCE ACCOUNT / EXTRA WORK REPORT

P.O. Box 68697
Seattle, WA 98168-0697
Office: (253) 872-7173
Fax: (253) 395-1209

CONTRACT NAME, NO.: C-21005 Lowed Dungeness River Floodplain Phase 1
OWNER / CONTRACTOR: Clallam County
DATE: 2-Oct-21
COST CODE:
DESCRIPTION OF WORK: Beaver Dam Removal

LABOR - Name, Classification		HOURS	LOADED HOURLY RATE	EXTENDED AMOUNTS
Tim Parrish - Laborer	REG	0	$63.17	$0.00
	O/T	0	$86.76	$0.00
Nunez Hipolito - Laborer	REG	1	$63.17	$63.17
	O/T	4	$86.76	$347.04
Jacob Debray - Operator Foreman	REG	0	$88.29	$0.00
	O/T	0	$119.25	$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
SUBTOTAL LABOR:				$410.21

EQUIP. NO.	EQUIPMENT	OWN or RENTAL?		HOURS	HOURLY RATE	EXTENDED AMOUNTS
	F-150 4x4	OWN or	OPER	0	$25.00	$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
SUBTOTAL EQUIPMENT:						$0.00

SUBCONTRACTORS	
SUBTOTAL SUBCONTRACTORS:	$0.00

MATERIAL	QTY.	UNIT COST	EXTENDED AMOUNTS
	0	0	$0.00
			$0.00
			$0.00
			$0.00
SUBTOTAL MATERIAL:			$0.00

SUBTOTAL SUBCONTRACTORS:	$0.00
12% MARKUP SUBCONTRACTORS:	$0.00
SUBTOTAL LABOR:	$410.21
_29_% MARKUP LABOR:	$118.96
SUBTOTAL EQUIPMENT:	$0.00
_21% MARKUP EQUIPMENT:	$0.00
SUBTOTAL MATERIAL:	$0.00
_21% MARKUP MATERIAL:	$0.00
TOTAL THIS REPORT:	$529.17

SCARSELLA BROS., INC. REPRESENTATIVE DATE

OWNER / CONTRACTOR REPRESENTATIVE DATE

Washington State Department of Transportation

Daily Report of Force Account Worked

Contract Number	Date	Item Number	Item Name
21005	10/3/21		Beaver dam removal

Prime Contractor	Subcontractor / Lower Tier Subcontractor
Scarsella brothers Inc.	

Line / Station	Group	Basis of Material Acceptance	RAM Number

Description of Work Performed:
remove beaver dams to lower water levels

Time Worked Record

	Workers and/or Equipment Working	Occupation of Workers or Equipment Size	Hours Worked		Equipment Hours	
			Reg.	O.T.	Reg.	Stdby
1	Hipolito Nunez	laborer		2		
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Calculated By	Date	Checked By	Date	Total 2

Ledger Entry Number	Entered By	Date	Entry Verified	Date

Inspector	Contractor's Representative	Title
		Foreman

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DAILY FORCE ACCOUNT / EXTRA WORK REPORT

P.O. Box 68697
Seattle, WA 98168-0697
Office: (253) 872-7173
Fax: (253) 395-1209

CONTRACT NAME, NO.:	C-21005 Lowed Dungeness River Floodplain Phase 1
OWNER / CONTRACTOR:	Clallam County
DATE:	3-Oct-21
COST CODE:	
DESCRIPTION OF WORK:	Beaver Dam Removal

LABOR - Name, Classification		HOURS	LOADED HOURLY RATE	EXTENDED AMOUNTS
Tim Parrish - Laborer	REG	0	$63.17	$0.00
	O/T	0	$86.76	$0.00
Nunez Hipolito - Laborer	REG	0	$63.17	$0.00
	O/T	2	$86.76	$173.52
Jacob Debray - Operator Foreman	REG	0	$88.29	$0.00
	O/T	0	$119.25	$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
SUBTOTAL LABOR:				$173.52

EQUIP. NO.	EQUIPMENT	OWN or RENTAL?		HOURS	HOURLY RATE	EXTENDED AMOUNTS
	F-150 4x4	OWN or	OPER	0	$25.00	$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
SUBTOTAL EQUIPMENT:						$0.00

SUBCONTRACTORS	
SUBTOTAL SUBCONTRACTORS:	$0.00

MATERIAL	QTY.	UNIT COST	EXTENDED AMOUNTS
	0	0	$0.00
			$0.00
			$0.00
			$0.00
SUBTOTAL MATERIAL:			$0.00

SUBTOTAL SUBCONTRACTORS:	$0.00
12% MARKUP SUBCONTRACTORS:	$0.00
SUBTOTAL LABOR:	$173.52
_29_% MARKUP LABOR:	$50.32
SUBTOTAL EQUIPMENT:	$0.00
_21% MARKUP EQUIPMENT:	$0.00
SUBTOTAL MATERIAL:	$0.00
_21% MARKUP MATERIAL:	$0.00
TOTAL THIS REPORT:	$223.84

SCARSELLA BROS., INC. REPRESENTATIVE DATE

OWNER / CONTRACTOR REPRESENTATIVE DATE

Washington State Department of Transportation

Daily Report of Force Account Worked

Contract Number	Date	Item Number	Item Name
21095	10/4/21		Beaver dam removal

Prime Contractor	Subcontractor / Lower Tier Subcontractor
Scarsella brothers Inc.	

Line / Station	Group	Basis of Material Acceptance	RAM Number

Description of Work Performed:
remove beaver dams to lower water levels.

Time Worked Record

	Workers and/or Equipment Working	Occupation of Workers or Equipment Size	Hours Worked		Equipment Hours	
			Reg.	O.T.	Reg.	Stdby
1	Hipolito Nunez	laborer	8	2		
2	Jacob DeBray	Foreman	5			
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Calculated By	Date	Checked By	Date	Total
				15 hrs.

Ledger Entry Number	Entered By	Date	Entry Verified	Date

Inspector	Contractor's Representative	Title
	Jacob DeBray	Foreman.

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DAILY FORCE ACCOUNT / EXTRA WORK REPORT

P.O. Box 68697
Seattle, WA 98168-0697
Office: (253) 872-7173
Fax: (253) 395-1209

CONTRACT NAME, NO.:	C-21005 Lowed Dungeness River Floodplain Phase 1
OWNER / CONTRACTOR:	Clallam County
DATE:	4-Oct-21
COST CODE:	
DESCRIPTION OF WORK:	Beaver Dam Removal

LABOR - Name, Classification		HOURS	LOADED HOURLY RATE	EXTENDED AMOUNTS
Tim Parrish - Laborer	REG	0	$63.17	$0.00
	O/T	0	$86.76	$0.00
Nunez Hipolito - Laborer	REG	8	$63.17	$505.36
	O/T	2	$86.76	$173.52
Jacob Debray - Operator Foreman	REG	5	$88.29	$441.45
	O/T	0	$119.25	$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
SUBTOTAL LABOR:				$1,120.33

EQUIP. NO.	EQUIPMENT	OWN or RENTAL?		HOURS	HOURLY RATE	EXTENDED AMOUNTS
	F-150 4x4	OWN or	OPER	5	$25.00	$125.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
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			STDBY			$0.00
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			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
SUBTOTAL EQUIPMENT:						$125.00

SUBCONTRACTORS	
SUBTOTAL SUBCONTRACTORS:	$0.00

MATERIAL	QTY.	UNIT COST	EXTENDED AMOUNTS
	0	0	$0.00
			$0.00
			$0.00
			$0.00
SUBTOTAL MATERIAL:			$0.00

SCARSELLA BROS., INC. REPRESENTATIVE DATE

OWNER / CONTRACTOR REPRESENTATIVE DATE

SUBTOTAL SUBCONTRACTORS:	$0.00
12% MARKUP SUBCONTRACTORS:	$0.00
SUBTOTAL LABOR:	$1,120.33
_29_% MARKUP LABOR:	$324.90
SUBTOTAL EQUIPMENT:	$125.00
_21% MARKUP EQUIPMENT:	$26.25
SUBTOTAL MATERIAL:	$0.00
_21% MARKUP MATERIAL:	$0.00
TOTAL THIS REPORT:	$1,596.48

Washington State Department of Transportation

Daily Report of Force Account Worked

Contract Number	Date	Item Number	Item Name
21005	10/5/21		Beaver dam removal

Prime Contractor	Subcontractor / Lower Tier Subcontractor
Scarsella brothers Inc.	

Line / Station	Group	Basis of Material Acceptance	RAM Number

Description of Work Performed:
remove beaver dams to lower water levels

Time Worked Record

	Workers and/or Equipment Working	Occupation of Workers or Equipment Size	Hours Worked Reg.	Hours Worked O.T.	Equipment Hours Reg.	Equipment Hours Stdby
1	Hipolito Nunez	laborer	8	2		
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Calculated By	Date	Checked By	Date	Total
				10

Ledger Entry Number	Entered By	Date	Entry Verified	Date

Inspector	Contractor's Representative	Title
	Jack DeDecker	Foreman

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Revised 09/2020

DAILY FORCE ACCOUNT / EXTRA WORK REPORT

P.O. Box 68697
Seattle, WA 98168-0697
Office: (253) 872-7173
Fax: (253) 395-1209

CONTRACT NAME, NO.:	C-21005 Lowed Dungeness River Floodplain Phase 1
OWNER / CONTRACTOR:	Clallam County
DATE:	5-Oct-21
COST CODE:	
DESCRIPTION OF WORK:	Beaver Dam Removal

LABOR - Name, Classification		HOURS	LOADED HOURLY RATE	EXTENDED AMOUNTS
Tim Parrish - Laborer	REG	0	$63.17	$0.00
	O/T	0	$86.76	$0.00
Nunez Hipolito - Laborer	REG	8	$63.17	$505.36
	O/T	2	$86.76	$173.52
Jacob Debray - Operator Foreman	REG	0	$88.29	$0.00
	O/T	0	$119.25	$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
SUBTOTAL LABOR:				$678.88

EQUIP. NO.	EQUIPMENT	OWN or RENTAL?		HOURS	HOURLY RATE	EXTENDED AMOUNTS
	F-150 4x4	OWN or	OPER	0	$25.00	$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
SUBTOTAL EQUIPMENT:						$0.00

SUBCONTRACTORS	
SUBTOTAL SUBCONTRACTORS:	$0.00

MATERIAL	QTY.	UNIT COST	EXTENDED AMOUNTS
	0	0	$0.00
			$0.00
			$0.00
			$0.00
SUBTOTAL MATERIAL:			$0.00

SUBTOTAL SUBCONTRACTORS:	$0.00
12% MARKUP SUBCONTRACTORS:	$0.00
SUBTOTAL LABOR:	$678.88
_29_% MARKUP LABOR:	$196.88
SUBTOTAL EQUIPMENT:	$0.00
_21% MARKUP EQUIPMENT:	$0.00
SUBTOTAL MATERIAL:	$0.00
_21% MARKUP MATERIAL:	$0.00
TOTAL THIS REPORT:	$875.76

SCARSELLA BROS., INC. REPRESENTATIVE DATE

OWNER / CONTRACTOR REPRESENTATIVE DATE

Washington State Department of Transportation

Daily Report of Force Account Worked

Contract Number	Date	Item Number	Item Name
21005	10/8/2021		

Prime Contractor	Subcontractor / Lower Tier Subcontractor
SCARSELLA BROTHERS INC.	

Line / Station	Group	Basis of Material Acceptance	RAM Number

Description of Work Performed:
REMOVAL OF SAND BAG / PLASTIC DAMS

Time Worked Record

	Workers and/or Equipment Working	Occupation of Workers or Equipment Size	Hours Worked		Equipment Hours	
			Reg.	O.T.	Reg.	Stdby
1	Hipolito Nunez	LABOR	8	2		
2	Tim Parrish	LABOR	8	2		
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Calculated By	Date	Checked By	Date	Total
				20 hrs

Ledger Entry Number	Entered By	Date	Entry Verified	Date

Inspector	Contractor's Representative	Title
		FOREMAN

DOT Form 422-008A
Revised 09/2020

DAILY FORCE ACCOUNT / EXTRA WORK REPORT

P.O. Box 68697
Seattle, WA 98168-0697
Office: (253) 872-7173
Fax: (253) 395-1209

CONTRACT NAME, NO.:	C-21005 Lowed Dungeness River Floodplain Phase 1
OWNER / CONTRACTOR:	Clallam County
DATE:	8-Oct-21
COST CODE:	
DESCRIPTION OF WORK:	Beaver Dam Removal

LABOR - Name, Classification		HOURS	LOADED HOURLY RATE	EXTENDED AMOUNTS
Tim Parrish - Laborer	REG	8	$63.17	$505.36
	O/T	2	$86.76	$173.52
Nunez Hipolito - Laborer	REG	8	$63.17	$505.36
	O/T	2	$86.76	$173.52
Jacob Debray - Operator Foreman	REG	0	$88.29	$0.00
	O/T	0	$119.25	$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
SUBTOTAL LABOR:				$1,357.76

EQUIP. NO.	EQUIPMENT	OWN or RENTAL?		HOURS	HOURLY RATE	EXTENDED AMOUNTS
	F-150 4x4	OWN or	OPER	0	$25.00	$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
SUBTOTAL EQUIPMENT:						$0.00

SUBCONTRACTORS	
SUBTOTAL SUBCONTRACTORS:	$0.00

MATERIAL	QTY.	UNIT COST	EXTENDED AMOUNTS
	0	0	$0.00
			$0.00
			$0.00
			$0.00
SUBTOTAL MATERIAL:			$0.00

SUBTOTAL SUBCONTRACTORS:	$0.00
12% MARKUP SUBCONTRACTORS:	$0.00
SUBTOTAL LABOR:	$1,357.76
_29_% MARKUP LABOR:	$393.75
SUBTOTAL EQUIPMENT:	$0.00
_21% MARKUP EQUIPMENT:	$0.00
SUBTOTAL MATERIAL:	$0.00
_21% MARKUP MATERIAL:	$0.00
TOTAL THIS REPORT:	$1,751.51

SCARSELLA BROS., INC. REPRESENTATIVE DATE

OWNER / CONTRACTOR REPRESENTATIVE DATE

Washington State Department of Transportation

Daily Report of Force Account Worked

Contract Number	Date	Item Number	Item Name
	11/5/2021	701.901	DE-FISHING

Prime Contractor	Subcontractor / Lower Tier Subcontractor
SCARSELLA BROS INC.	

Line / Station	Group	Basis of Material Acceptance	RAM Number

Description of Work Performed: LOAD OUT REST OF SAND BAG & PLASTIC FROM BEAVER DAM

Time Worked Record

	Workers and/or Equipment Working	Occupation of Workers or Equipment Size	Hours Worked		Equipment Hours	
			Reg.	O.T.	Reg.	Stdby
1	GEORGE HUNKIN JR	FOREMAN / 2-287	1.5		1.5	
2	TOMMY HUNKIN	OPERATER / 17-251	1.5		1.5	
3	KIERAN HUNKINS	AP. OPERATOR / 15-101	1.5		1.5	
4	MEAFOU TUALA	LABOR / 3-195	1.5		1.5	
5	JOSIAH TAVAI	AP. LABOR	1.5			
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20			7.5		4.5	

Calculated By	Date	Checked By	Date	Total
			11/5/2021	12

Ledger Entry Number	Entered By	Date	Entry Verified	Date

Inspector	Contractor's Representative	Title
		FOREMAN

DOT Form 422-008A
Revised 09/2020

DAILY FORCE ACCOUNT / EXTRA WORK REPORT

P.O. Box 68697
Seattle, WA 98168-0697
Office: (253) 872-7173
Fax: (253) 395-1209

CONTRACT NAME, NO.:	C-21005 Lowed Dungeness River Floodplain Phase 1
OWNER / CONTRACTOR:	Clallam County
DATE:	5-Nov-21
COST CODE:	
DESCRIPTION OF WORK:	Beaver Dam Removal

LABOR - Name, Classification		HOURS	LOADED HOURLY RATE	EXTENDED AMOUNTS
George Hunkin Jr - Oper Foreman	REG	1.5	$88.29	$132.44
	O/T	0	$119.25	$0.00
Tommy Hunkin - Operator	REG	1.5	$81.93	$122.90
	O/T	0	$109.79	$0.00
Kieran Hunkin - Operator Apprentice	REG	1.5	$62.01	$93.02
	O/T	0	$80.11	$0.00
Meafou Tvala - Laborer	REG	1.5	$63.17	$94.76
	O/T	0	$85.76	$0.00
Josiah Tavai - Laborer Apprentice	REG	1.5	$48.71	$73.07
	O/T	0	$65.22	$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
	REG			$0.00
	O/T			$0.00
SUBTOTAL LABOR:				$516.17

EQUIP. NO.	EQUIPMENT	OWN or RENTAL?		HOURS	HOURLY RATE	EXTENDED AMOUNTS
	F-150 4x4	OWN	OPER	1.5	$25.00	$37.50
			STDBY			$0.00
17-251	Cat 314 Excavator	OWN	OPER	1.5	$89.23	$133.85
			STDBY			$0.00
15-101	Cat 966 Loader	OWN	OPER	1.5	$99.09	$148.64
			STDBY			$0.00
03-195	Ford Flatbed	OWN	OPER	1.5	$27.18	$40.77
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
			OPER			$0.00
			STDBY			$0.00
SUBTOTAL EQUIPMENT:						$360.75

SUBCONTRACTORS	
SUBTOTAL SUBCONTRACTORS:	$0.00

MATERIAL	QTY.	UNIT COST	EXTENDED AMOUNTS
	0	0	$0.00
			$0.00
			$0.00
			$0.00
SUBTOTAL MATERIAL:			$0.00

SCARSELLA BROS., INC. REPRESENTATIVE DATE

OWNER / CONTRACTOR REPRESENTATIVE DATE

SUBTOTAL SUBCONTRACTORS:	$0.00
12% MARKUP SUBCONTRACTORS:	$0.00
SUBTOTAL LABOR:	$516.17
_29_% MARKUP LABOR:	$149.69
SUBTOTAL EQUIPMENT:	$360.75
_21% MARKUP EQUIPMENT:	$75.76
SUBTOTAL MATERIAL:	$0.00
_21% MARKUP MATERIAL:	$0.00
TOTAL THIS REPORT:	$1,102.36

SHANNON & WILSON

CHANGE ORDER DESCRIPTION

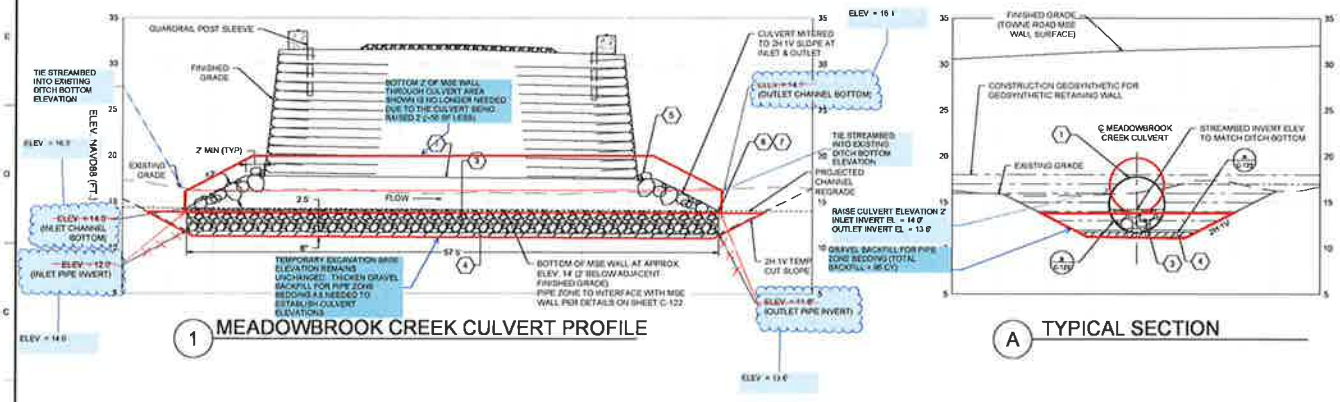
TO: Cathy Lear, Joe Donisi (Clallam County)
Dave Cline (HDR)
DATE: December 6, 2021
PROJECT: LDRC-P1
PROJ. #: Clallam Cty 2021-049
SUBJECT: Change Order 06 – Culvert Raise

CHANGE ORDER DESCRIPTION

This change order covers charges for additional Gravel Backfill for Pipe Zone Bedding material for raising the elevation of the Towne Road 72-inch culvert two feet.

REASON FOR CHANGE

The inlet and outlet design of the culvert in the bid set plans did not account for settlement. Raising the culvert two feet in elevation was necessary to offset the amount of settlement expected to occur. The only modification to the design was increasing the depth of gravel backfill for pipe zone bedding. The geometry and depth of excavation for culvert installation did not change.



SHANNON & WILSON DESIGN MODIFICATION
SEPTEMBER 10, 2021

KEY NOTES:

1. CORRUGATED ALUMINUM CULVERT PIPE 0.075 IN THICKNESS, 72 IN DIAM
2. CORRUGATED POLYETHYLENE CULVERT PIPE 36 IN DIAM
3. STREAMBED SEDIMENT SEE WSDOT 8-03.11(1)
4. GRAVEL BACKFILL FOR PIPE ZONE BEDDING PER WSDOT STD SPEC SECTION 9-03.12(3)
5. HEAVY LOOSE RIPRAP PER WSDOT STD SPEC SECTION 8-15
6. FISH EXCLUSION/DEFISHING
7. TEMPORARY STREAM DIVERSION

DESIGN MODIFICATION NOTES:

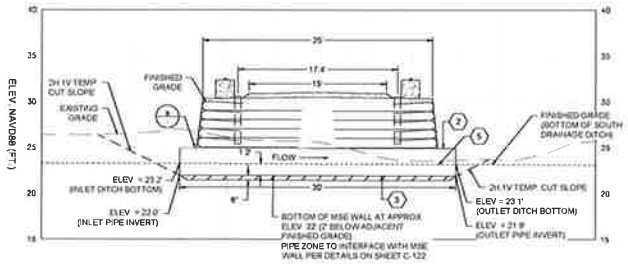
1. LEVEE, ROADWAY, AND CULVERT ARE EXPECTED TO SETTLE OVER TIME. THE DESIGN IS BEING MODIFIED TO RAISE THE CULVERT INLET AND OUTLET ELEVATIONS 2'. WHEN THE LEVEE, ROADWAY, AND CULVERT HAVE SETTLED, THE INLET AND OUTLET ELEVATIONS WILL BE AS ORIGINALLY DESIGNED.
2. STREAMBED CHANNEL ELEVATIONS ARE ALSO TO BE RAISED 2'. THE STREAMBED IN THE CULVERT SHALL TIE INTO THE EXISTING GRADE UPSTREAM AND DOWNSTREAM OF THE CULVERT.
3. PLACE STREAMBED CHANNEL SUCH THAT UNDER INITIAL, PRE-SETTLEMENT LOW FLOW CONDITIONS THE CULVERT IS FISH PASSABLE (I.E., FLOWING WATER CONDITION THROUGH CULVERT).
4. SHIFT CULVERT LOCATION SOUTH SUCH THAT THE CULVERT INLET AND OUTLET ARE CENTERED WITHIN THE EXISTING STREAM CHANNEL.
5. SEE GEOTECH DESIGN REPORT FOR SETTLEMENT ANALYSIS RESULTS.

LEGEND
- FINISHED GRADE
- EXISTING GROUND
- CHANNEL / DITCH GRADE
- CSBC
- STREAMBED SEDIMENT
- GRAVEL BACKFILL FOR PIPE ZONE BEDDING

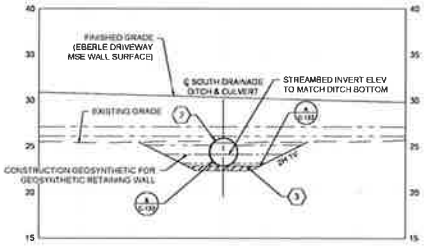
Scale in Feet

CULVERT PROFILES & SECTIONS - SHEET 1

SHEET NO.
C-120

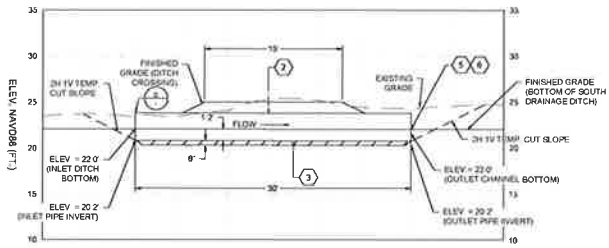


2 EBERLE DRIVEWAY CULVERT PROFILE

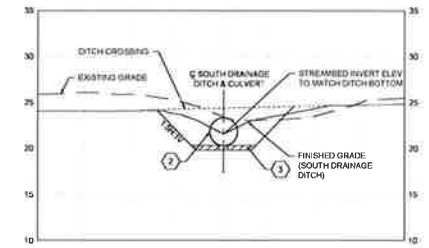


B TYPICAL SECTION

EBERLE DRIVEWAY CULVERT



3 SOUTH DRAINAGE DITCH CULVERT PROFILE



C TYPICAL SECTION

SOUTH DRAINAGE DITCH CULVERT

KEY NOTES:

1. CORRUGATED ALUMINUM CULVERT PIPE 0.075 IN THICKNESS, 72 IN DIAM
2. CORRUGATED POLYETHYLENE CULVERT PIPE, 36 IN DIAM
3. GRAVEL BACKFILL FOR PIPE ZONE BEDDING PER WSDOT STD SPEC SECTION 9 03 12(3)
4. HEAVY LOOSE RIPRAP PER WSDOT STD SPEC SECTION 8 15
5. FISH EXCLUSION/DEFISHING
6. TEMPORARY STREAM DIVERSION

LEGEND
- FINISHED GRADE
- EXISTING GROUND
- CHANNEL/DITCH GRADE
- CSSC
- GRAVEL BACKFILL FOR PIPE ZONE BEDDING

Feet

DRAINAGE DISTRICT IMPROVEMENT COMPANY NUMBER 1 OF SKAGIT COUNTY
LOWER SAMISH/EDISON RIVER FLOODPLAIN RESTORATION & LIVESTOCK FEASIBILITY PROJECT

CULVERT PROFILES & SECTIONS - SHEET 2

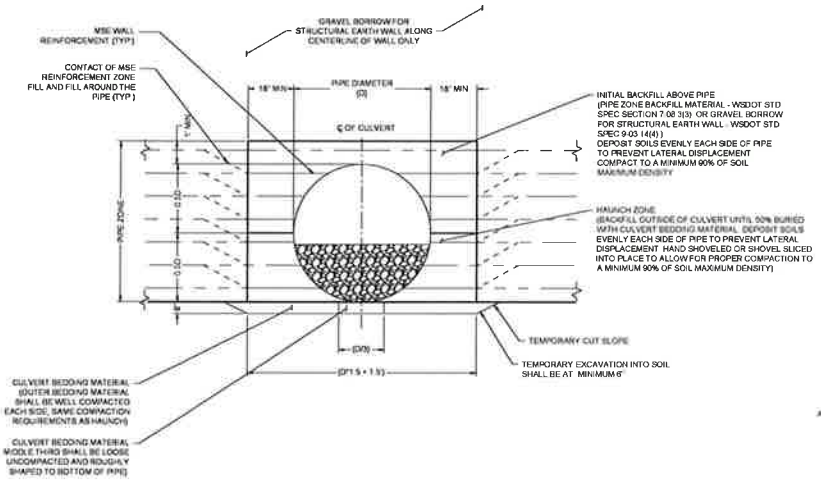
SHEET ID
C-121

Last Saved by AWP on Jun 7 2021 11:34 AM File: I:\EFD21-1 SEA\2000\12000 DUNGENESS\CAD\80\Sheet Sets\Phase 1 - Earthwork & Temp Piping\Sheets\21-1-12000_CULVERT PLANS AND PROFILES.dwg

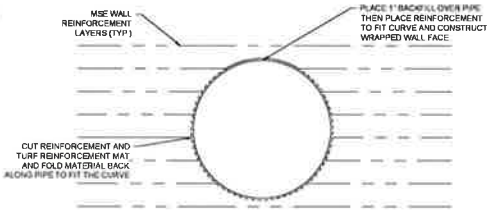
CULVERT SCHEDULE				
LOCATION	CULVERT TYPE	INSIDE DIAMETER (IN.)	WALL THICKNESS (GAUGE)	LENGTH (FT.)
TOWNE ROAD MSE WALL	CMP	72	16	57.5
EBERLE DRIVEWAY	CPE	36	-	30
SOUTH DRAINAGE DITCH	CPE	36	-	30

CONSTRUCTION NOTES:

1. MSE WALL REINFORCEMENT SHALL BE PLACED PARALLEL TO THE PIPE AND TO WITHIN 6 INCHES HORIZONTALLY OF THE PIPE EXTERIOR WALL.
2. CULVERT BEDDING MATERIAL IN THE "HAUNCH ZONE" AND "PIPE ZONE BACKFILL MATERIAL" ABOVE THE "HAUNCH ZONE" SHALL BE REINFORCED WITH MSE WALL REINFORCEMENT.
3. MSE WALL BACKFILL AND RETAINED FILL GREATER THAN 18 INCHES AWAY FROM THE CULVERT SHALL BE PLACED AND COMPACTED A MINIMUM OF 1 LIFT HEIGHT IN ADVANCE OF PLACING AND COMPACTING BACKFILL ADJACENT TO THE PIPE SUCH THAT BACKFILL AROUND THE PIPE IS CONFINED.



A TYPICAL SECTION: CULVERT INSTALLATION AT CENTER OF MSE WALL
NTS



B ELEVATION VIEW AT MSE WALL FACE
NTS

CULVERT DETAILS & NOTES

SHEET ID
C-122

AFFECTED BID ITEMS AND TOTAL ADDITIONAL COST

Bid Item No		Unit	$/Unit	Quantity Added	Cost
24	Gravel Backfill for Pipe Zone Bedding	CY	$ 75.00	71	$ 5,325.00
				TOTAL ADDITIONAL COST	$ 5,325.00

AGENDA ITEM SUMMARY

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

46
12/21/21

Department: DCD

WORK SESSION ☒ **Meeting Date: December 13, 2021**

REGULAR AGENDA ☒ **Meeting Date: December 21, 2021**

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

Item summary:

☒ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other **Shoreline Periodic Review**

Documents exempt from public disclosure attached: ☐

Executive summary:

The state Shoreline Management Act requires that counties, cities, and towns periodically review their comprehensively-updated Shoreline Master Program (SMP) every eight years. Clallam County was due to conduct a periodic review in June 2020, but the Comprehensive Update was still underway. The purpose of the periodic review is to assure that the SMP complies with applicable law and guidelines in effect, to assure consistency with the local government's comprehensive plan and development regulations of RCW 36.70A, and provide a method for the SMP to be brought into compliance with requirements of the Shoreline Act.

The County's Comprehensive Update was adopted in July 2020, and was accepted by the Department of Ecology with an effective date of September 1, 2021. The Comprehensive Update took over 10 years, with review of testimony all the way through Ecology's recommendation that was provided in 2019. During the update the County's SMP was reviewed for compliance with State laws, requiring such changes as the addition of a section for the Ocean Resources Management Act. Recommendations based on input by WDFW after adoption of the local SMP in 2018 resulted in compromised changes to the locally adopted 2018 SMP.

The County Planning Commission held a public workshop November 17, 2021 in order to solicit comments from the Public and Stakeholders to determine if amendments are necessary or if a "Finding of Adequacy" is appropriate for the Periodic Review. Two written comments (provided) were received, and a discussion had regarding use of WDFW's Tree Height Potential to determine buffers. After review and discussion of the comments, the Planning Commission voted 6-2 at their December 1, 2021 Planning Commission meeting that the SMP remains consistent with applicable laws, rules and the County's Comprehensive Plan since its adoption, and that a "Finding of Adequacy" of the Clallam County's 2021 SMP is appropriate. A letter of transmittal from the Planning Commission along

with the Periodic Review Checklist is provided. The Checklist shows how the current SMP requires no amendments to remain consistent with applicable laws, rules and the County's Comprehensive Plan. The Board of County Commissioners will need to conduct a public hearing on the "Finding of Adequacy" of the Periodic Review of the Shoreline Master Program.

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?)
Call for Hearing for a "Finding of Adequacy" of the Periodic Review of the Shoreline Master Program

County Official signature & print name: MaryEllen Winborn

Name of Employee/Stakeholder attending meeting: ___Donella Clark, Principal Planner_____

Relevant Departments: ____DCD_____

Date submitted: 12/6/2021

NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners are accepting comments on a periodic review of the County's Shoreline Master Program under RCW 90.58.080(4). Clallam County has reviewed the SMP and finds that it remains consistent with applicable laws, rules and the County's Comprehensive Plan. Clallam County is proposing no revisions and anticipates adopting findings of adequacy under WAC 173-26-090(2)(c)(i). Public comment is being accepted at this time. The Board of County Commissioners will conduct a public hearing on Tuesday, January 11, 2022 at 10:30 a.m., or as soon thereafter as possible. In response to the current pandemic, to promote social distancing, the Board of Commissioner's meeting will be virtual only. To attend the virtual hearing you may appear by Zoom by going to https://zoom.us/join or by calling 253-215-8782 and then enter the Meeting ID: 875 561 7844 and passcode: 12345

SUMMARY OF PROPOSAL: The purpose of the public hearing is to receive public testimony on the proposed Finding of Adequacy of Clallam County's Shoreline Master Program.

HOW TO COMMENT: All persons wishing to comment are welcome to either submit their written comments before the hearing is commenced or present written and/or oral comments in person during the public hearing. Written comments can be submitted to agores@co.clallam.wa.us. Comments received by Clallam County will be forwarded to the Dept. of Ecology.

DOCUMENTS AND INFORMATION: Documents indicating how the existing SMP remains consistent with current state requirements are available for review https://www.clallam.net/LandUse/smp.html (Periodic Review Checklist) and the Clallam County Planning Department at the Clallam County Courthouse Room 130.

In compliance with the Americans with Disabilities Act (ADA), appropriate aids and/or reasonable accommodations will be made available upon request. Requests must be received by the Commissioner's office (Phone: 360-417-2233; see address above) at least 7 days prior to the hearing. The facility is considered "barrier free" and accessible to those with physical disabilities.

Publish: January 2 and 9

Bill: Dept. of Community Development

Loni Gores, Clerk of the Board

RESOLUTION _____, 20

FINDING OF ADEQUACY TO THE PERIODIC REVIEW OF SHORELINE MASTER PROGRAM REQUIRED BY RCW 90.58.080(4)

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. RCW 90.58.080(4) requires Clallam County to periodically review and, if necessary, revise their Shoreline Master Program (SMP) on or before June 30, 2020, which was missed because the County was working on their comprehensive SMP update. Clallam County has not done a comprehensive update of the SMP since 1992.

2. The Washington Shoreline Management Act (SMA), RCW 90.58, requires the County to review and update the existing Clallam County SMP consistent with the SMA and state SMP guidelines under WAC 173-26. The review process is intended to bring the SMP into compliance with the act or state rules that have been added or changed since the last SMP update or amendment to ensure the SMP remains consistent with existing regulations.

3. Clallam County adopted a comprehensive SMP update as required by RCW 90.58.080(2), which became effective as of September 1, 2021.

4. Clallam County developed a public participation program for this periodic review in accordance with WAC 173-26-090(3)(a) to inform, involve, and encourage participation of interested persons and private entities, tribes, and applicable agencies having interests and responsibilities relating to shorelines.

5. Clallam County used Ecology's checklist of legislative and rule amendments to review changes to chapter 90.58 RCW and department guidelines to ensure the newly adopted SMP is in compliance with WAC 173-26-090(3)(b)(i). The SMP was reviewed for compliance with WAC 173-26-090(3)(b)(i) during the comprehensive update and included many changes from the previously adopted SMP to compliant with existing regulations.

6. The Clallam County Planning Commission held a Public Workshop on November 17, 2021 to discuss necessary changes proposed by the Public. The Planning Commission continued their discussion at their December 1, 2021 meeting and voted 6-2 that no SMP amendments are necessary to maintain compliance with the Act or applicable guildelines and recommend a Finding of Adequacy to the Board of County Commissioners.

7. Clallam County Board of County Commissioners published legal notice and conducted a public hearing on January 11, 2021 regarding the proposed Finding of Adequacy. The BOCC reviewed the public testimony and written comments, and affirmed no amendments were needed to maintain compliance with the Act or applicable guidelines.

8. Clallam County has determined a Finding of Adequacy is exempt from State Environmental Policy Act Review per WAC 197-11-800(19), which covers resolutions or ordinances "relating solely to governmental procedures, and containing no substantive standards respecting use or modification of the environment", or "text amendments resulting in no substantive changes respecting use or modification of the environment."

9. This Finding of Adequacy completes Clallam County's required process for periodic review in accordance with RCW 90.58.080(4) and applicable state guidelines (WAC 173-26).

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

1. Hereby find that the review and evaluation required by RCW 90.58.080(4) have occurred, as described more particularly in the recitals above, and adopt a Finding of Adequacy that the shoreline master program is consistent with the Shoreline Management Act and relevant sections of the Washington Administration Code.

2. The Department of Community Development is directed to submit this Resolution adopting Findings of Adequacy to the Department of Ecology for final action. Once approved by the Department of Ecology, no further action is necessary for compliance with RCW 90.58.080(4) for the periodic review update due on June 30, 2020.

PASSED AND ADOPTED this _____ day of _____ 20

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

ATTEST:

_____
Randy Johnson

_____
Loni Gores, CMC, Clerk of the Board

_____
Bill Peach

LETTER OF TRANSMITTAL

To: Clallam County Board of Commissioners

From: Clallam County Planning Commission

Subject: Transmittal to BOCC: Findings and Conclusions regarding Periodic Review of Shoreline Master Program

Dear Commissioners:

The Clallam County Planning Commission conducted a Public Workshop and has completed its review regarding the Periodic Review of the Shoreline Master Program. The Planning Commission approved its final recommendation to forward to the BOCC at its meeting on December 1, 2021. As Chair of the Clallam County Planning Commission, having first received the authorization of the Commission, I am transmitting herewith the findings and recommendations of the Commission on this proposed Ordinance:

FINDINGS OF FACT:

1. Clallam County is tasked with reviewing their Shoreline Master Program (SMP) every eight years, which was due in June 2020.

2. Clallam County recently adopted an updated SMP that became effective on September 1, 2021.

3. DCD staff provided the Planning Commission with Ecology's Periodic Review Checklist indicating no action is needed to update the SMP. Several corrections and scrivener errors are noted to be corrected through the process.

4. The Planning Commission held a Workshop on November 17, 2021 to discuss changes proposed by the Public on any necessary changes to the SMP.

5. During the Workshop the only comment discussed was that the Planning Commission should propose an amendment utilizing WDFW's Potential Tree Height Index to determine Shoreline Buffers. WDFW staff provided comment that this index provides better ecological function to the riparian areas than the predetermined shoreline buffers adopted in the current SMP and that WDFW had provided comment before based on this science.

6. A comment was received from the Jamestown S'Klallam Tribe on November 23, 2021 requesting amendments to the SMP and forwarded to the Planning Commission.

7. At the December 1, 2021 DCD staff provided the WDFW comment submitted to Ecology during the Comprehensive Update along with the response from the County. Also included were documents providing explanation of the buffer widths provided during the Comprehensive Update showing that the information presented was considered in the update, and would not require an amendment to be proposed during the Periodic Review. DCD staff commented that the Tribe's comments appeared to be similar to comments previously stated in the Comprehensive Update.

8. DCD staff recommended the Planning Commission consider a Finding of Adequacy for the Periodic Review.

9. The Planning Commission held a vote on December 1, 2021 to recommend a Finding of Adequacy for the newly adopted Shoreline Master Program; __6__in favor, __2__opposed, __1__absent

Based on the above facts and findings, along with the attached Ecology checklist, the Planning Commission adopts and transmits the following conclusion to the Clallam County Board of Commissioners.

CONCLUSION: The Clallam County Planning Commission concludes that a Finding of Adequacy is appropriate for the Periodic Review of the Clallam County Shoreline Master Program.

The Planning Commission recommends approval for the Finding of Adequacy by the BOCC and as Chair of the Commission, has directed me as its duly authorized agent to transmit this recommendation to the BOCC.

Jane Hielman, Chair

12/2/2021
Date

SHORELINE MASTER PROGRAM PERIODIC REVIEW

Periodic Review Checklist

This document is intended for use by counties, cities and towns subject to the Shoreline Management Act (SMA) to conduct the "periodic review" of their Shoreline Master Programs (SMPs). This review is intended to keep SMPs current with amendments to state laws or rules, changes to local plans and regulations, and changes to address local circumstances, new information or improved data. The review is required under the SMA at RCW 90.58.080(4). Ecology's rule outlining procedures for conducting these reviews is at WAC 173-26-090.

This checklist summarizes amendments to state law, rules and applicable updated guidance adopted between 2007 and 2019 that may trigger the need for local SMP amendments during periodic reviews.

How to use this checklist

See the associated *Periodic Review Checklist Guidance* for a description of each item, relevant links, review considerations, and example language.

At the **beginning of the periodic review**, use the review column to document review considerations and determine if local amendments are needed to maintain compliance. See WAC 173-26-090(3)(b)(i).

Ecology recommends reviewing all items on the checklist. Some items on the checklist prior to the local SMP adoption may be relevant.

At the end of your review process, use the checklist as a final summary identifying your final action, indicating where the SMP addresses applicable amended laws, or indicate where no action is needed. See WAC 173-26-090(3)(d)(ii)(D), and WAC 173-26-110(9)(b).

Local governments should coordinate with their assigned Ecology regional planner for more information on how to use this checklist and conduct the periodic review.

Prepared By	Jurisdiction	Date
ESA and County Staff	Clallam County	September 13, 2021

Row	Summary of change	Review	Action
2021			
a.	The Legislature **amended floating on-water residences** provisions	**SMP 3.8.2(6)** prohibits overwater or floating residences.	No action needed.
b.	The Legislature clarified the permit exemption for **fish passage projects**	**SMP 3.11.2(5c)** specifies fish passage identified in Fish Passage designs.	No action needed.
2019			
a.	OFM adjusted the **cost threshold for building freshwater docks**	**SMP 4.2.5** addresses docks accessory to residential development but does not specify the cost threshold; **SMP 10.2.5 (1 & 2)** cite directly to the exemptions of RCW 90.58.030(3.e) and WAC 173-27-040 where the freshwater dock threshold is established	No action needed.
b.	The Legislature removed the requirement for a shoreline permit for **disposal of dredged materials at Dredged Material Management Program sites** *(applies to 9 jurisdictions)*	**SMP 4.3.3 (2)** requires dredge disposal activities to comply with the DMMP;	No action needed.
c.	The Legislature added **restoring native kelp, eelgrass beds and native oysters** as fish habitat enhancement projects.	**SMP 10.2.5 (1 & 2)** cite directly to the exemptions of RCW 90.58.030(3.e) and WAC 173-27-040 where fish habitat enhancement projects cite to RCW 77.55.181 that lists kelp, eelgrass & native oyster restoration.	No action needed.
2017			
a.	OFM adjusted the **cost threshold for substantial development** to $7,047.	**SMP 10.2.5 (1 & 2)** cite directly to the exemptions of RCW 90.58.030(3.e) and WAC 173-27-040 where the total cost/fair market value dollar threshold is established; **SMP 11.S.327** definition for 'substantial development'	No action needed.

		cites to the "inflation-adjusted value threshold set by the Washington State Office of Financial Management" and RCW 90.58.030(3)(e) where the cost threshold is established.	
b.	Ecology permit rules clarified the **definition of "development"** does not include dismantling or removing structures.	**SMP 11.D.89** definition for 'development' includes the clarification;	No action needed.
c.	Ecology adopted rules clarifying **exceptions to local review under the SMA.**	**SMP 1.7(2)** Exceptions to Applicability address these exceptions per WAC 173-27-044 and -045	No action needed.
d.	Ecology amended rules clarifying **permit filing procedures** consistent with a 2011 statute.	**SMP 10.3.5 (1)** requires permit filing per direct citation to WAC 173-27-130.	No action needed
e.	Ecology amended **forestry use regulations** to clarify that forest practices that only involves timber cutting are not SMA "developments" and do not require SDPs.	**SMP 3.4.2(3)** specifies that other timber harvest activities that qualify as 'development' require an SDP or CUP as indicated by Use Table 2-2; **SMP 11.F.135** definition for 'forest practice' does not include the clarification.	No action needed
f.	Ecology clarified the SMA does not apply to lands under **exclusive federal jurisdiction**	**SMP 1.8(1.b)** excludes the in-water and upland areas of Olympic National Park from SMP jurisdiction; **2.3(3.b)** Aquatic SED and **2.4(5)** Natural SED management policies repeat that such areas are not subject to the SMP with citation to RCW 37.08.210 that establishes exclusive federal jurisdiction for the Park.	No action needed.
g.	Ecology clarified "default" provisions for **nonconforming uses and development**.	**SMP 5.1** establishes provisions for existing uses and developments, structures and vegetation.	No action needed.
h.	Ecology adopted rule amendments to clarify the scope and process for conducting **periodic reviews**.	**SMP 1.10(3)** specifies the periodic review requirement with citation to RCW 90.59.080, WAC 173-26 and -27.	No action needed.

i.	Ecology adopted a new rule creating an **optional SMP amendment process** that allows for a shared local/state public comment period.	**SMP 10.6** addresses SMP amendments but does not specify the optional joint review process.	No action needed; The optional joint review process of WAC 173-26-104 may be utilized even if not included in the SMP.
j.	**Submittal** to Ecology of proposed SMP amendments.	**SMP 10.6** addresses SMP amendments but does not specify Ecology submittal details.	No action needed; The submittal requirements of WAC 173-26-110 apply regardless of SMP inclusion.
2016			
a.	The Legislature created a new shoreline permit exemption for retrofitting existing structure to comply with the **Americans with Disabilities Act**.	**SMP 10.2.5 (1 & 2)** cite directly to the exemptions of RCW 90.58.030(3.e) and WAC 173-27-040 where the ADA retrofitting item is established.	No action needed.
b.	Ecology updated **wetlands critical areas guidance** including implementation guidance for the 2014 wetlands rating system.	**SMP 7.4(4)** requires use of the 2014 Wetland Rating System; **SMP 7.5(2)** allows reduction of Table 7-4 wetland buffers with use of Table 7-5 minimization methods and a wildlife corridor; **SMP 7.5(7)** requires mitigation for buffer averaging, **SMP 8.3** establishes general mitigation requirements; and **SMP 8.5** specifies wetland mitigation requirements.	No action needed.
2015			
a.	The Legislature adopted a **90-day target** for local review of Washington State Department of Transportation (WSDOT) projects.	**SMP 3.11** addresses Transportation use & development; and **SMP 10.2** establishes permit review provisions; Neither section specifies the 90-day review target for WSDOT projects.	No action needed; The special permit review procedures of WAC 173-27-125 (per RCW 47.01.485) still apply regardless of SMP inclusion.
2014			
a.	The Legislature created a new definition and policy for **floating on-water residences** legally established before 7/1/2014.	**SMP 3.8.2(6)** prohibits in-water, overwater or floating residences & ADUs; **Residential Use Table 2-1** prohibits 'floating homes' in all SEDs; and **SMP 11.F.127** definition of	No action needed.

		'floating house/home' includes citation to RCW. 90.58.270 where floating on-water residences and floating homes are defined by statute.	
2012			
a.	The Legislature amended the SMA to clarify **SMP appeal procedures.**	**SMP 10.6** addresses SMP amendments with mention of appeals to the WWGMHB and citation to RCW 90.58.190 where SMP appeal procedures are established.	No action needed.
2011			
a.	Ecology adopted a rule requiring that wetlands be delineated in accordance with the approved **federal wetland delineation manual**.	**SMP 7.4(3)** requires delineations per citation to WAC 173-22-035 where the use of the 'approved federal wetland delineation manual and applicable regional supplements' is established.	No action needed.
b.	Ecology adopted rules for new commercial **geoduck aquaculture**.	**SMP 3.2.3** establishes regulations specific to commercial geoduck aquaculture.	No action needed.
c.	The Legislature created a new definition and policy for **floating homes** permitted or legally established prior to January 1, 2011.	**SMP 3.8.2(6)** prohibits in-water, overwater or floating residences & ADUs; **Residential Use Table 2-1** prohibits 'floating homes' in all SEDs; and **SMP 11.F.127** definition of 'floating house/home' includes citation to RCW 90.58.270 where floating on-water residences and floating homes are defined by statute.	No action needed.
d.	The Legislature authorizing a new **option to classify existing structures as conforming**.	**SMP 5.1.0(2)** establishes that single-family residences and appurtenant structures are considered conforming; **SMP 11.C.70** definition for 'conforming' also includes citation to RCW 90.58.620 where this allowance is established.	No action needed.

2010			
a.	The Legislature adopted **Growth Management Act – Shoreline Management Act clarifications**.	**SMP 7 Note to Users** specifies the 'no net loss' standard for shoreline critical areas; **SMP 7.1** establishes that critical areas located in shoreline jurisdiction are regulated by the SMP not by CCC27.12 (CAO); **SMP 10.6** addresses SMP amendments but does not specify the 14-day effective date per WAC 173-26-120(3.d.i).	No action needed; SMP amendments become effective 14-days after the date of Ecology's written notice of final action regardless of SMP inclusion.
2009			
a.	The Legislature created new "relief" procedures for instances in which a **shoreline restoration project within a UGA** creates a shift in Ordinary High Water Mark.	SMP does not include the optional process of RCW 90.58.580.	No action needed; The OHWM relief allowance for restoration in UGAs can still be implemented per statute regardless of SMP inclusion.
b.	Ecology adopted a rule for certifying **wetland mitigation banks**.	**SMP 8.3(4)** allows for use of approved mitigation banks.	No action needed.
c.	The Legislature added **moratoria authority** and procedures to the SMA.	SMP does not include moratoria authority per RCW 90.58.590.	No action needed; The County may rely on the authority established by statute to adopt moratoria regardless of SMP inclusion.
2007			
a.	The Legislature clarified **options for defining "floodway"** as either the area that has been established in FEMA maps, or the floodway criteria set in the SMA.	SMP 11.F.132 definition for 'floodway' relies on effective FEMA FIRMs.	No action needed.
b.	Ecology amended rules to clarify that **comprehensively updated SMPs shall include a list and map of streams and lakes** that are in shoreline jurisdiction.	SMP includes Exhibit A Shoreline Environment Designation Maps and Exhibit B List of SMP Waterbodies.	No action needed.
c.	Ecology's rule listing statutory exemptions from the requirement for an SDP was amended to include fish habitat enhancement projects that conform to the provisions of	**SMP 10.2.5 (1 & 2)** cite directly to the exemptions of RCW 90.58.030(3.e) and WAC 173-27-040 where fish habitat enhancement projects cite to RCW 77.55.181 that lists kelp,	No action needed.

	RCW 77.55.181.	eelgrass & native oyster restoration.

Additional corrections

The following changes are necessary to correct scrivener errors and items that were adopted by the County Commissioner, but that did not get changed in the text of the final Shoreline Master Program Ordinance 972 adopted July 20, 2021.

SMP Section	Summary of change	Discussion
SMP 2.5 Resource Conservancy - 2. Purpose	**2. Purpose:** The purpose of the Resource Conservancy designation is to maintain resource lands in a predominantly forested condition for sustained timber production, habitat conservation, and/or low-intensity outdoor recreational use~~.~~ while protecting existing ecological functions and processes.	During Comprehensive Update the Commissioners accepted this change required by Ecology, but it was not updated in the text of the ordinance.
SMP 8.2 Mitigation & NNL - Policy 3	j. Area of ~~un~~developed floodplains/channel migration zone.	During Comprehensive Update the Commissioners accepted this change required by Ecology, but it was not updated in the text of the ordinance.
SMP 11 Definitions – A	**25. Aquatic Habitat Conservation Areas** means the subset of fish and wildlife habitat conservation areas listed in WAC ~~395~~ 365-190-130(~~2~~1) that occur in the water.	Scrivner error
SMP 8 Mitigation & NNL; and SMP 10 Administrative Procedures	**8.2 Policies:** 4. The County should use a ~~the~~ checklist application form ~~in Exhibit B~~ to track new development proposals against the list of indicators in Section 8.2.3. Changes in indicators should be tracked and monitored at the shoreline reach and watershed scales. **10.2.5 Exemptions from SSDP:** 9. All statements of exemption shall be in writing ~~on forms attached to this Program (Exhibit B).~~ As appropriate...	Checklist was removed during the Comprehensive Update, but language was not removed. Department of Ecology had recommended we fix during the Comprehensive Update, but it was overlooked.
Table of Contents	**Add ORMA chapters**	Section was added during Comprehensive Update review regarding the Ocean Resources Management Act, but was not added to the Table of Contents. Needs to be

SMP Section	Summary of change	Discussion
		added for reference.
3.13.2 General Ocean Management Policies	**Item 's' formatted to next row**	Scrivner error
6.3.6 Lake Sutherland Buffer	**Duplicative numbering a.ii and aiii**	Scrivner error
6.3.6 Lake Sutherland Buffer	**Typo at item b. should read maximize, not maxiumum**	Scrivner error
11.N	**Typo at New Ocean uses, should read See**	Scrivner error
11.S	**Typo at Single-family, should read including**	Scrivner error

Clallam County SMP Comments

11/23/2021

Jamestown S'Klallam Tribe

Major Revisions Required

1. The current adopted SMP took over 10 years in drafting and review. This plan began in early 2011 and had a well-coordinated plan of action (see attachment 1). Although this current plan has been recently adopted, (September 2021) it is based on the goals and visions for shoreline management drafted in 2011. "Vision Statement" for Water Resource Inventory Areas 17,18, and 19 (August 2021) and "Visioning Forums and Interview Report" (June 2011) for WRIA 20. These documents are over 10 years old and need to be updated. Hydrology and weather events in the preceding ten years reveal that these vision statements are not adequate for today's needs.
2. The Baseline Inventory and Characterization report 2012 defines the baseline shoreline conditions under which no-net-los is evaluated. Clallam County should perform an assessment of cumulative impacts comparing 2021 shoreline conditions to 2012 conditions. Based on the outcome of the cumulative impacts assessment, additional adjustments to the SMP may be necessary to ensure the County is able to ensure no net loss.
3. All buffers should be based on Site-Potential Tree Height (SPTH) from edge of channel migration zone if germane, as based on WDFW – Riparian Ecosystems, Volume 2: Management Recommendations – December 2020
   This is change is necessary for this SMP plan to stay current and responsive to new information and improved data. Not adopting this recommendation makes this SMP inadequate for today's needs. Tables 6-1, 6-2, and 7-2 to 7-5, need to be redone to reflect site-potential tree height buffers. The following are general provisions for all habitat buffers:

   - No reductions of habitat buffer widths are allowed.
   - Buffer averaging is not allowed.
   - Common-line setbacks are not allowed.
   - Construction of commercial or residential structures (including attachments and outbuildings) is not allowed within habitat buffers.
   - The minimum habitat buffer width for minor new development shall be SPTH or 100 feet, whichever is greater.
   - The minimum habitat buffer width for major new development shall be SPTH or 150 feet, whichever is greater.
   - On those streams designated as "critical habitat" under the Endangered Species Act (ESA) the minimum habitat buffer width shall be SPTH or 200-feet, whichever is greater.
   - On freshwater streams not designated as "critical habitat" under the Endangered Species Act (ESA), the minimum habitat buffer width shall be SPTH or 150-feet, whichever is greater.

- For existing ongoing agriculture, Clallam County should work with property owners to meet existing buffer requirements within the next 10 years. Our riparian buffers protect our streams, which are important to our health, food security, and the survival of the orcas in the Puget Sound.

4. Safety zones should be established that cover all areas located within 1-meter vertical elevation (NAVD 88 datum) above OHW on FEMA coastal flooding and marine tsunami zones. For delineating safety zones, measurements should be taken from native ground elevation. Placing fill within a safety zone would not remove the filled area from the safety zone. Construction of residential and commercial structures should be prohibited inside these zones. This is a very modest standard to prevent construction of houses and other buildings that would be certain to be flooded from storm surge in the next several decades. The presence of structures within these dangerous areas would engender expensive and harmful protective measures and ultimately place people and property in harm's way.
5. Require a "Notice of Title, informational" as a means of conveying information to prospective property buyers regarding the presence of critical areas on property parcels. Currently the SMP has language that says, "This shall be achieved through a targeted marketing outreach program implemented by Clallam County." By implementing Notice of Title, which was a past practice, you would meet the targeted marketing outreach.
6. Provide long-term stable funding for County planning staff to:
    a. administer the SMP program well, and
    b. perform the monitoring to assure No Net Loss (or adapt the program if needed).
7. Discourage property development in sites that have inherent risks to both the developed structure and the surrounding environment (such as along erosive bluffs, near channel migration zones, and along marine shorelines that already are flood prone or will be with sea-surface rise).

Specific Recommended Changes

8. 6.3 - Regulations – General Shoreline Buffer and Vegetation Requirements
    a. 6.3.2.a.i. - The amount of total clearing/land disturbance within shoreline jurisdiction must be the lesser of fifteen percent (15%) of parcel area or twenty thousand (20,000) square feet, provided that a minimum of two thousand five hundred (2,500) square feet shall be allowed; and
        i. Change: 20,000 to 8,000. Clearing and/or land disturbance of 20,000 sq ft is not minor, especially within shoreline jurisdiction.
    b. 6.3.2.a.ii. - The amount of impervious area (including structures) within shoreline jurisdiction must be the lesser of five percent (5%) of the total parcel area or six thousand five hundred (6,500) square feet, provided that a minimum of two thousand (2,000) square feet shall be allowed; and
        i. Change: 6,500 to 4,000. We must reduce the amount of impervious areas, especially within shoreline jurisdiction.
    c. 6.3.2.a.iii. - The cumulative footprint of all structures on the parcels must be less than four thousand (<4,000) square feet; and

i. Change: 4,000 to 2,500.

d. 6.3.4 (also 7.5.3): - …The area within the shoreline buffer shall be maintained in a predominantly well vegetated and undisturbed condition defined as an average density of at least one hundred fifty (150) trees and/or shrubs per acre or fifty five percent (55 %) areal cover of trees and/or shrubs, whichever is greater. The Administrator may allow exceptions when existing buffer vegetation does not meet this tree/shrub requirement for sites that are otherwise predominantly characterized by native vegetation.
   i. Correct "areal" to "aerial".
   ii. Change: remove the word "or" as this allows only shrubs to be preserved, not trees.
   iii. Add: "Trees should make up at least 80% of the aerial coverage."

e. 6.3.4: - … The vegetated areas shall comprise at least eighty percent (80%) of the buffer area. The remaining twenty percent (20%), or at least fifteen (15) linear feet of the water frontage, whichever is greater, may be retained as lawn for active use.
   i. Change: …may be retained as an opened mulched area for active use. Lawn areas do not infiltrate water into the soil as mulched areas.

f. 6.3.4: - … Low growing species that preserve views of the shoreline shall be allowed.
   i. Change: Low growing species that preserve views of the shoreline shall be allowed only if 80% of aerial coverage is maintained and retained in a natural condition with trees making up 80% of this coverage. This allows for trees to be preserved, instead of all the buffer being managed as low natural shrubs.

9. 6.4 – Regulations – Shoreline buffer averaging and 7.5.(6 & 7) = Buffer Averaging:
   a. The Administrator may approve, without a shoreline variance, a reduction in the shoreline buffer widths through buffer averaging.
      i. Change: strike section and add: "No buffer averaging shall be allowed."
10. 6.5.2 – Clearing for Views or Access:
   a. Change: This section needs to be divided into two separate sections. Views and Access. These two items have very different requirements. Tree removal shall be allowed for access, but not for view creation.
   b. Change: "The Administrator may allow limited and selective tree removal, pruning and/or limbing…" to "The Administrator may allow limited and selective pruning and/or limbing…"
   c. Add: No trees will be removed to create views.
11. 6.7 - Regulations – view protection common line buffer – update the whole section.
   a. Change: "Common Line Buffer: To ensure that new single-family residential developments within the Shoreline Residential – Intensive and Marine Waterfront designations have views of the shoreline that are similar, and generally equivalent, to adjacent residences, the following regulations shall apply, as shown in Figures 6-6a and 6-6b:" to "Common Line Buffers not allowed: New single-family residential developments within the Shoreline Residential – Intensive and Marine Waterfront designations shall meet the

existing required setbacks. New developments cannot expect to have similar and generally equivalent views to adjacent residences. This currently applies to channel migration zones and landslide hazard areas, so it is not a new concept.

12. Figures 6-1 to 6-6 a and b to be updated to reflect no common line buffers and site-potential tree height buffers.

Address Climate Change

13. Issue: SMP jurisdiction is measured from the Ordinary High Water Mark (OHWM) which reflects the conditions in place at the time that development or use proposals are authorized in the shoreline jurisdiction. As a result of sea level rise, shoreline jurisdiction will therefore move landward as OHWM moves. Shoreline buffers and setbacks based on OHWM will also reflect changes in sea level. As sea level rise manifests, existing structures that have not adequately accounted for higher water levels will be at risk. This highlights the importance of planning for sea level rise to avoid or minimize these risks. (Page 9-10 from "Lessons learned from Local Governments Incorporating Sea Level Rise in Shoreline Master Programs" July 2021.
14. Current public support for climate and sea level rise planning continues to increase. This calls for an increase our climate and sea level goals and policies. A list of our current "climate change" statements are located at the end of this document.
15. Add:
    a. Current resources:
        i. Washington Coast Resilience Project
        ii. Sea level rise projections
        iii. Lessons Learned from Local Governments Incorporating Sea Level Rise in Shoreline Master Programs (Ecology)
        iv. How to Choose: A Primer For Selecting Sea Level Rise Projections for Washington State
    b. Updated shoreline plans showing potential sea level rise that may move the Ordinary High Water Mark (OHWM) for the 50-75 yr. future (or structure expected life span).
    c. Add maps of low-lying areas subject to inundation by higher water levels. Such maps can be used to illustrate the consequences of different sea level scenarios and storm and tide combinations. These maps and projections may be particularly helpful for guiding engineering questions, such as structural elevations, drainage requirements, construction techniques, and hazard mitigation measures. From Appendix A: Addressing Sea Level Rise in Shoreline Master Programs (Ecology)
    d. Conduct a sea level rise vulnerability assessment. Completing sea level rise vulnerability assessments have helped jurisdictions better understand the extent and timing of sea level rise impacts. (From Lessons learned…SMP)
    e. Clallam County shall establish a program to monitor the effects of ongoing climate change on the marine environment by annually measuring sea level

and marine water pH at a minimum of five established sites spread throughout Clallam County.

f. When reviewing projects that could be affected by sea level rise adjust development standards such as building setbacks or elevation as necessary to minimize potential damage from flooding.
g. Clallam County will encourage scientific and educational activities related to shoreline ecological functions and processes, including sea level rise resilience.
h. Utility facilities should be designed, located and maintained to minimize harm to shoreline ecological functions, account for sea level rise projections, preserve the natural landscape, and minimize conflicts with present and planned land and shoreline uses while meeting the needs of future populations in areas planned to accommodate growth.
i. New development requiring structural shoreline armoring are not allowed. Shoreline use and development should be located and designed in a manner so that structural stabilization measures are not likely to become necessary in the future, including a consideration of sea level rise.
j. Use goal-setting and SMP policies to lay the groundwork for future sea level rise action. (From Lessons learned...SMP) *By* including goals and policies about sea level rise in SMPs, jurisdictions are provided with new authority to work on the issue. Local governments that have formally adopted sea level rise language in goals and policies point out that it offers many benefits, including:
    i. Raising internal and external awareness of sea level rise issues.
    ii. Engaging the public in creating a common vision for adapting to sea level rise.
    iii. Establishing a pathway for writing future policies and regulations based on the common vision.
    iv. Enabling departments and staff to appropriately prioritize and dedicate resources toward understanding and addressing sea level rise issues.
    v. Enhancing cross-departmental coordination on sea level rise and clarifying expectations.
    vi. Aligning incremental and short-term decision-making with long-term goals.
    vii. Improving a jurisdiction's eligibility or competitiveness for funding programs that support the implementation of projects that address sea level rise.
k. The Restoration plan should be updated. An additional section should be added that focuses on restoring shorelines impacted by county roads, bridges, and infrastructure. Now is the time to be proactively building resilient infrastructure farther from shorelines.
l. Currently our SMP only says the following regarding climate change:
    viii. The threat of erosion and landslides will continue to pose challenges to developments along the bluffs (Figures 1-9 and 1-10). These challenges could intensify in the future as the effects of climate change and sea level rise become more apparent.

ix. Goal 15: To inform citizens and property owners about information on potential climate change and sea level rise impacts such as the 2015 Climate Change Preparedness Plan for the North Olympic Peninsula, as amended, and the Projected Sea Level Rise in Washington State – A 2018 Assessment.

x. Restoration – 3.9.1.6. - Restoration efforts should take into account potential implications of climate change to ensure the resiliency and sustainability of the restored habitats over time.

xi. Transportation: 3.11.1.8. - The location and design of new transportation uses/developments including replacement of existing roads and other infrastructure should take into account implications of sea level rise and other climate change effects.

Benjamin Franklin - 'States are individual laboratories of democracy.' **[When trying to "Google" quotes of Benjamin Franklin a Fake Message came up on my computer which stated I had a virus affecting my computer and if I followed and clicked on the prompts they would help me prevent this. How nice. (Opposite of Reality - at the end of this ruse my computer would indeed be 'infected') This is consistent with the Govt saying "they are here to help" or the SMP Update opportunity as a way to help Save the Planet or be beneficial to Clallam County, WA Residents and Taxpayers.]**

When addressing the Shoreline Management of the State of WA and Clallam County, **one does not have to reinvent the wheel.** One needs to look at shoreline management in civilized areas of the world, specifically Europe, Japan, and even the Chesapeake Bay of the United States. **One needs to question all the draconian directives within this 1970's SMP, Social Engineering,** aka a Good Idea Wizard have perverted.

Follow the Science: The Social Engineers in the WA Dept. Of Ecology (WA DOE) uses the Mantra: **"Follow the Science" followed by forcing their Dogma, Snake Oil, and Ideology on us**, 'we the people' aka the general public. The Elephant in the Room is **the Lie of Man Made Global Warming** and the Govt's need to increase and use our public

treasury to address this issue. The vast majority of the DOE Staff armed with their higher College Degrees in Ecology are not equipped to understand the major fallacy of this False Narrative or Self-serving Leftist Dogma. Those who question this nonsense have a very short tenure in the DOE and the Single Party Controlled State. (I write this with the understanding that this is blasphemy and that it prompts and justifies a personal attack; I qualify as a 'Denier' and a ' White Racist'. If you can't refute it, attack the messenger. **Truth is Treason in an Empire of Lies.** George Orwell)

Following the Science: The Current Shoreline Master Plan is the codification of the DOE Cult Religion. Apostates and Deniers must be neutralized and ignored. **The Current Shoreline Master Plan is a 'Taking without Due Process';** it is a phoney process disguised as legitimate.

Comments from the previous Shoreline Master Plan Update have been hidden from the public or selectively released to hide the duplicitous nature of the Social Engineers in the DOE and their Accomplices in Clallam County. (I'm sure it must be the same all over the State. Divide and Conquer.)

Cram Down of the False Narrative: **Indoctrinate and then receive Comments from the Faithful.** Manipulate the Narrative; make it appear to be Public Opinion. The Cult Dogma and False Narrative are manipulated in many other ways but this should give one an idea of what is going on.

The '70's Judge Shopped, Jury Rigged **Boldt Decision** was the Govt Ideologue Social Engineering which resulted in netting of the Unique Salmon

Broodstock in every Salmon bearing waterway which tragically resulted in hundreds of **unique salmon runs extinction.** Now the One Party Controlled State are ignoring the root cause of the Salmon decline and are squandering millions of public dollars on this DOE abortion. The State is doing the same thing replacing culverts in roads and highways over seasonal ditches and creeks which never did have salmon runs. Extinct Salmon and

artificial sterilized streams and rivers are the driving guilt for imposing mindless directives on the public and property owners. **The State Social Engineers repeatedly focus on things that a prudent person would not expect to work (and don't) while neglecting small things which would materially improve human and fish habitat.**

Spending Millions of dollars on the Port Angeles Harbor 'cleanup'

is just more fraudulent Governmental Social Engineering. Past Industries did indeed pollute the Port Angeles Harbor over 50 years ago. The Pollution was stopped. Layers of the toxic sediment have either eroded away and been safely dispersed or covered with 50 years of sediment. The best way forward would have been 'don't make the same mistake twice and **don't eat the dirt'.** Govt Control Freaks and College Idealists need

to be big shots and virtue-signal even if they don't know if they're 'afoot or horseback'.

The Shoreline Master Plan is convoluted and extremely complex. The proverbial "Prudent Person" is incapable of deciphering the contents. The length is overwhelming as to discourage any realistic belief that it will be read.

The Gordian Knot aka the Shoreline Master Plan Update needs to be Hacked and

Dumped into the Trash Bin of Bad Ideas; Lord knows we have enough of this Nonsense Destroying the Fabric of Our Current Civilization.

Karl Spees - Student of Natural History, Scientist, and Concerned Citizen of Clallam County

5a
12/21/21

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ **Meeting Date: 12-20-21**

REGULAR AGENDA ☒ **Meeting Date: 12-21-21**

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

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☒ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other:

Documents exempt from public disclosure attached: ☐

Executive summary: Clallam County is applying for a FEMA Building Resilient Infrastructure and communities (BRIC) grant to provide construction costs to build the Dungeness Off-channel Reservoir and associated irrigation infrastructure on River Road in the Sequim area.

One of the requirements of the application is a resolution designating an applicant agent and alternate that authorizes its agent and alternate to provide to the Washington Military Department, Emergency Management Division assurances and agreements required for all matters concerning such state non-disaster mitigation commits the applicant to the financial and legal obligations associated with receipt of a financial assistance award under this grant.

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

None required at this time.

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

Please authorize Carol Creasey as the applicant agent and Ross Tyler as the alternate.

County Official signature & print name: Mary Peterson
Mary Peterson for Ross Tyler

Name of Employee/Stakeholder attending meeting: Carol L. Creasey

Relevant Departments: Public Works

Date submitted: 12-15-21

Resolution Designating Applicant Agent

For the State of Washington Building Resilient Infrastructure and Communities (BRIC) Program Sub-Application and Grant:

BE IT RESOLVED THAT Carol L. Creasey, Reservoir Project Manager/County Hydrogeologist
(Print Name and Title)

OR HIS/HER ALTERNATE Ross Tyler, Public Works Director/County Engineer
(Print Name and Title)

Is hereby authorized to execute for and on behalf of Clallam County, a local government entity, state agency, special purpose district, or federally recognized tribe established under the laws of the state of Washington, this application, grant agreement, and payment requests to be filed with the Military Department, Emergency Management Division, for the purpose of obtaining and administering certain state and federal financial assistance under the Disaster Recovery Reform Act, Section 1234; amended Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act).

THAT Clallam County hereby authorizes its agent to provide to the Washington Military Department, Emergency Management Division assurances and agreements required for all matters concerning such state non-disaster mitigation.

Passed and approved this _____ day of _____, 20_____

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair	Randy Johnson	Bill Peach

5b
12/21/21

AGENDA ITEM SUMMARY

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

Department: DCD (Road)

WORK SESSION ☒ **Meeting Date: 12-13-21**

REGULAR AGENDA ☒ **Meeting Date: 12-21-21**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: Clallam County with assistance from the Washington Water Trust and Anchor QEA is applying for a US Bureau of Reclamation WaterSMART grant to provide construction costs to upgrade the Highland Irrigation District's head gate, fish screen, flow control structure, and conveyance to the proposed Dungeness Off-channel Reservoir on River Road in the Sequim area. WaterSMART funding supports projects focused on environmental benefits that have been developed as part of a collaborative process to increase the reliability of water resources. Supported projects must align with tackling climate change.

One of the requirements of the application is a resolution that provides support for the project and commits the applicant to the financial and legal obligations associated with receipt of a financial assistance award under this grant. A draft resolution is attached.

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 required at this time.

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

Please review the resolution of support, edit, and then sign the resolution for the application to the US Bureau of Reclamation WaterSMART Grant program.

County Official signature & print name: Mark Peterson / for Ross Tyler

Name of Employee/Stakeholder attending meeting: Carol L. Creasey

Relevant Departments: Public Works

Date submitted: 12-8-21

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* 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)

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

RESOLUTION _____, 2021

IN SUPPORT OF THE DUNGENESS RESERVOIR
IRRIGATION CONVEYANCE IMPROVEMENT PROJECT

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Dungeness River watershed is water-short most years during the critical period in late summer when both agricultural irrigators and ESA-listed salmonids rely on adequate streamflow.

2. Reservoirs of water held in annual snowpack and ancient glaciers are decreasing over time, and extreme low-flow conditions on the River are becoming more frequent and exacerbated during drought years.

3. Clallam County is highly supportive of the reservoir and related project proposals and has prioritized them over all other flow restoration proposals as providing substantial and significant flow benefit.

4. Clallam County has been a party to discussions and has supported proposals for water storage via reservoirs and aquifer recharge for well over a decade.

5. Finding funding to implement the Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir Is Clallam County's highest flow restoration priority because the project addresses all top recommendations for River Restoration and has multiple additional benefits.

6. Clallam County is a willing landowner, local stakeholders are mobilized, the reservoir has a great deal of popular support in the community, and the planning group is actively identifying models for local cost-share for the reservoir and future operations.

7. State funding secured from WA Ecology's Streamflow Restoration Competitive Grant program and any future funding secured for the Dungeness Off-Channel Reservoir project components will be used as match for construction of the Dungeness Reservoir Irrigation Conveyance Improvement Project and other aspects of the Dungeness Reservoir project.

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

1. Supports the Dungeness Reservoir Irrigation Conveyance Improvement project as it will provide water and fish saving benefits as an individual standalone project while also supporting the Dungeness Off-Channel Reservoir project which is the highest priority to implement flow restoration, water storage, and aquifer recharge because of its scale, location, cost/benefit and feasibility.

PASSED AND ADOPTED this twenty-first day of December, 2021.

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

ATTEST:

_____
Randy Johnson

_____
Loni Gores, Clear of the Board

_____
Bill Peach

H1
12/21/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12-21-21**

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 5.18 – Lease Agreement with the City of Forks January 1, 1990 through December 31, 1999 needs updated.
Hold a public hearing and request to approve Ordinance.

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?)
To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 5.18 – Lease Agreement with the City of Forks January 1, 1990 through December 31, 1999 needs updated.
Hold a public hearing and request to approve Ordinance.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: November 19, 2021

Ordinance _____

An ordinance repealing in its entirety
Clallam County Code Chapter 5.18, Lease Agreement with the City of Forks
January 1, 1990 through December 31, 1999

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 15.18.010, Statement of Purpose, is ~~amended to read as follows~~:

~~District Court II of Clallam County has duties and responsibilities to the citizens of Clallam County which can best be served by locating office space within the city of Forks. District Court II has leased space in the Forks City Hall in the past and wishes to remain at this location. However, extensive remodeling and additional space are desirable for efficient operation of the office.~~

~~Prior to commitment of County funds for remodeling of and addition to the Forks City Hall, the County wishes to enter into a long-term agreement with the city of Forks in order to provide for long-term use of the facility.~~

~~The Clallam County Home Rule Charter, Article IX, Section 9.60, provides, in part, that real property shall not be leased to the County for more than one year unless it is a capital budget appropriation ordinance.~~

Hereby repealed in its entirety

Section 15.18.020, Contract authorized, is ~~amended to rea~~

~~The County is hereby authorized to enter into a lease agreement with the city of Forks for the period from January 1, 1990 through December 31, 1999. This contract requires the payment of funds from current expense appropriations of fiscal years subsequent to the year in which the contract is signed.~~

Hereby repealed in its entirety

Section 15.18.030, Duration, is ~~amended to read as follows~~:

~~This chapter shall be in effect from ten (10) days after approval by the Board of Commissioners until December 31, 1999, inclusive.~~

Hereby repealed in its entirety

ADOPTED this _____ day of _____ 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

ATTEST:

_____
Randy Johnson

_____
Loni Gores, CMC, Clerk of the Board

_____
Bill Peach

DRAFT

H2
12/21/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12/21/21**

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on December 21, 2021.
Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
Public Works – Flood – Final Payroll of 2021 expenditures will be larger than budgeted for/$2,000
Sheriff – Emergency Services – Additional Funds needed for emergency clean up support due to recent storms/$25,000
Information Technology – Additional funds required to cover anticipated short-fall in overtime/$10,000

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached Resolution - debatable emergencies.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: December 21, 2021

BUDGET RESOLUTION _____, 2021

ADOPTING BUDGET EMERGENCIES FOR THE DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, after a public hearing on December 21, 2021 the following constitute Public emergencies, which could not reasonably have been foreseen at the time of budget preparation:

   Public Works – Flood – Final Payroll of 2021 expenditures will be larger than budgeted for/$2,000
   Sheriff – Emergency Services – Additional Funds needed for emergency clean up support due to recent storms/$25,000
   Information Technology – Additional funds required to cover anticipated short-fall in overtime/$10,000

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

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

1. The amount of money required to meet the public emergencies listed above is authorized for expenditure provided that no expenditure is made or liability incurred pursuant to the resolution under RCW 36.40.150 until a period of five days, exclusive of the date this resolution is signed, have elapsed.

2. The Treasurer is authorized and requested to make any necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 21st day of December 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

c: Budget Director
Treasurer
Affected Department

DRAFT

RECEIVED
CLALLAM CO. FINANCE
DEC 03 2021

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 12.03.21 **Budget Hearing/Meeting Date:** 12.21.21

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

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

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	10135.611 ✓	**Budget Name**	Public Works – Flood ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10135.611 ✓	PW – Flood ✓	50800.00.0000 ✓	Ending Fund Balance	$2,000
Total				$2,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10135.611 ✓	PW – Flood ✓	55310.10.0010 ✓	~~Salaries~~ Regular Time	$1011
10135.611 ✓	PW – Flood ✓	55310.20.0020 ✓	Benefits	$989
Total				$2,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Final payroll of 2021 expenditures will be larger than budgeted for.

County Official Approval: R Tyler

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

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 12/03/2021 ✓ **Budget Hearing/Meeting Date:** 12/21/2021 ✓

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

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

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.817 ✓	**Budget Name**	Sheriff – Emergency Services ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	25,000
Total				25,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817 ✓	Sheriff – Emergency Services ✓	52510.41.0020 ✓	Professional Services	25,000
Total				25,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funds needed for emergency clean up support due to recent storms.

County Official Approval: _____

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

ISC

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 12/03/2021 **Budget Hearing/Meeting Date:** 12/21/2021

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

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

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.411	**Budget Name**	Information Technology

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	10,000
Total				10,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.411	Information Technology	51888.10.0500	Overtime	10,000
Total				10,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funds required to cover anticipated short-fall in overtime. This short-fall is due to excess hours spent in support of the COVID vaccination clinic. Revenue has been received as reimbursement for these overtime hours.

County Official Approval: _____

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

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