



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, September 26, 2022 – 8:00 a.m.

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

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

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

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

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

Administration – 9 a.m.

1. Calendar/Correspondence
2. Agreement with Thurston County for Clallam County autopsies hosted by Thurston County facility

Agreement 

3. Contract with Olympic Peninsula Community Clinic (OPCC) to provide Substance Use Disorder Professional (SUDP) to Clallam County Health and Human Services' Syringe Service Program (SSP)

Contract 

4. Agreement with Tacoma-Pierce County Health Department for Provider Resources Website

Agreement 

5. Continued discussion with Sheriff's Office regarding hiring and retention incentives

Discussion 

Public Works

6. Agreement amendment D with Anchor QEA, LLC for Dungeness Off-channel Reservoir Project

Agreement 

7. Postponed: Resolution establishing government equipment rental schedule for year 2023

Resolution 

Board of Commissioners

8. Resolution appointing Paul Cunningham and Christia Skerbeck to the Clallam County Board of Health

Resolution 

9. Resolution appointing Jane Hielman to the Planning Commission

Resolution 

General Discussion/Items for Future Agendas

- a. Small Business Development Update (October 17)
- b. Joint Meeting with Port of Port Angeles (October 24 at 11 a.m.)
- c. Department of Natural Resources quarterly report (November 28 at 1 p.m.)

EXECUTIVE SESSION

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

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



AGENDA ITEM SUMMARY

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

2
9/26/22

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date: 09/26/2022**

REGULAR AGENDA ☒ **Meeting Date: 10/11/2022**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 843.22.001 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

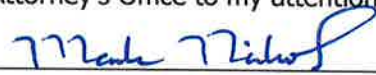
Signature requested on the updated interlocal agreement with the Thurston County Coroner's Office. The agreement memorializes the terms and fees associated with Clallam County autopsies hosted at Thurston County's facility. We will continue utilizing the Thurston County facility as it includes a true autopsy suite, has access to services not immediately available at our local funeral homes, and to accommodate pathologist scheduling. Our last agreement had a one year duration and this new agreement will run for three years.

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 have already been allocated in the budget.

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

Approve and sign the agreement. Return to the Prosecuting Attorney's Office to my attention.

County Official signature & print name: Mark Nichols 

Name of Employee/Stakeholder attending meeting: Christi Wojnowski and Nathan Millett

Relevant Departments: Prosecuting Attorney's Office

Date submitted: 9/21/2022

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

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

**INTERLOCAL AGREEMENT FOR PATHOLOGY SERVICES
BETWEEN THURSTON COUNTY AND CLALLAM COUNTY**

This Interlocal Agreement for Pathology Services ("Agreement") is entered into between Thurston County, through the Thurston County Coroner's Office, ("Thurston") and Clallam County, through the Ex-Officio Coroner ("Clallam"), both political subdivisions of Washington state.

RECITALS

- A. The Interlocal Cooperation Act, Chapter 39.34 RCW, allows public agencies, such as Thurston County and Clallam County, to enter into cooperative agreements to more efficiently provide services within their jurisdictions.
- B. Thurston County, through the Thurston County Coroner's Office, is capable of providing regional pathology and associated services for death investigations.
- C. The Clallam County Ex-Officio Coroner needs pathology and associated services for death investigations which Thurston County has the ability to provide.
- D. The parties would mutually benefit from the Thurston County Coroner's Office providing pathology and associated services for death investigations ("Services") to Clallam County subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises and covenants, the parties agree as follows:

- 1. **PURPOSE.** The purpose of this Agreement is to provide for the joint and cooperative undertaking of the parties to extend Services to Clallam, identify those persons responsible for administering the Services, and define the responsibilities of the parties as contemplated in RCW 39.34.030.
- 2. **ORGANIZATION.** No separate legal or administrative entity is created by this Agreement nor do the Parties intend to create through this Agreement a separate legal or administrative entity subject to suit.
- 3. **ADMINISTRATOR.** The Thurston County Coroner and Clallam County Coroner, or their designees, will administer this Agreement for each party.
- 4. **SCOPE OF SERVICES.** Thurston, through its Coroner's Office, will provide the Services identified in Attachment A (Scope of Services & Compensation) which is attached and incorporated in full by reference. All Services will be provided based on Clallam County's needs and Thurston County's available resources.

5. **COMPENSATION.** Compensation for the Services provided is set forth in Attachment A (Scope of Services & Compensation) which is attached and incorporated in full by reference.
6. **EFFECTIVE DATE/DURATION.** This Agreement shall be effective from the date this Agreement is last executed by both parties and shall remain in effect for three (3) years, unless terminated or extended. This Agreement may be extended for additional consecutive one (1) year term upon the written agreement of the Parties.
7. **TERMINATION.** Either party may terminate this Agreement upon 15-days prior written notice to the other.
8. **PROPERTY.** The parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a party during this Agreement shall be held by and remain the property of the acquiring party.
9. **NONDISCRIMINATION.** No party will discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.
10. **EFFECTIVE DATE/FILING.** This Agreement will take effect when executed by the parties. Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or, alternatively, listed by subject on the web site or other electronically retrievable public source in compliance with RCW 39.34.040.
11. **NOTICE.** All notices will be delivered in writing to the Thurston County Coroner or Clallam County Coroner. Notice mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

Thurston County Coroner's Office 2925 37 th Ave SW Tumwater, WA 98512 (360) 867-2140 FAX: (360) 867-2141	Clallam County Coroner's Office 223 East 4 th Street, Suite 11 Port Angeles, WA 98362 (360) 565-2669 FAX: (360) 417-2469
---	---
12. **COMPLIANCE WITH LAWS.** The parties shall comply with all applicable laws, rules and regulations pertaining to them in connection with the Services provided and matters covered in the Agreement.
13. **IMPLIED CONTRACT TERMS.** Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.

14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, and with facsimile, email, or electronic signatures, all of which shall be deemed to constitute one and the same instrument, with each counterpart deemed an original.
15. INDEPENDENT CAPACITY. The employees and agents of each party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that party and shall not be considered, for any purpose, to be employees or agents of the other party to this Agreement. Neither party shall have the authority to bind the other nor control the employees, agents or contractors of the other party to this Agreement. All rights, duties and obligations of a party shall remain with that party.
16. CHANGES, MODIFICATIONS, AND AMENDMENTS. This Agreement may be changed, modified, or amended, only by written agreement executed by the parties hereto.
17. NO THIRD-PARTY RIGHTS. This Agreement is intended to be solely between the parties. No part of this Agreement shall be construed to add, supplement, or amend existing rights, benefits, or privileges of any third party, including without limitation, employees of either party.
18. ASSIGNMENT. The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by either party.
19. WAIVER. A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party.
20. SEVERABILITY. The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid, or unenforceable, in whole or in part, shall not affect any other terms or conditions of the Agreement and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.
21. SURVIVAL. Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, without limitation, the respective responsibilities of each party, compensation, and indemnification.
22. HEADINGS. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
23. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties and supersedes any other agreement or understanding of the parties relating to the subject matter of this Agreement.

24. AUTHORIZATION. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

Dated this 16th day of SEP, 2022

Dated this 20th day of Sept., 2022.

Thurston County Coroner's Office

Clallam County Coroner's Office



Gary Warnock, Coroner



Mark Nichols, Ex-Officio Coroner

Thurston County Civil Attorney


Rick Peters

Board of Clallam County Commissioners


Mark Ozias, Chair

**ATTACHMENT A
SCOPE OF SERVICES &
COMPENSATION**

1. Facility. Thurston County maintains a facility in which autopsies and any other postmortem examinations are performed. Some of the supplies and equipment necessary for conducting required examinations include: protective supplies, (such as gowns, gloves, aprons, face shields, boots, and shoe covers); containers for bodies and tissue samples; items used in performance of autopsies (such as syringes, scalpels, scissors, forceps, chisels, knives, saws, and photographic film); and cleaning supplies (such as soaps, detergents, and disinfectants).
2. Thurston County will provide the following Pathology Services for Clallam County which shall include the services identified in the chart below. The associated fees for each service represent the actual cost to Thurston County for providing the services per deceased. Clallam County will provide urine cups, toxicology kits, DNA pads, and fingerprint cards, for use with Clallam County autopsy cases in which services requested require such supplies.

Service	Fee (for each deceased person)
Autopsy, case evaluation, report	n/a
External examination	n/a
Autopsy technician services	n/a
Transcription services	n/a
Facility usage	\$150.00
Histology cassette services	n/a
Laboratory Services	n/a
X-Ray	\$250.00
Specimen/Tissue Storage	n/a

3. Transportation of Deceased. Clallam County will remain responsible for transportation of the deceased for all purposes. Within three (3) business days of receipt of oral or written notice from Thurston County that the Services have been completed, Clallam County shall have the body of the deceased removed from the Thurston County Coroner's Office and transported to the funeral home. The body may be picked up from the Thurston County Coroner's Office between 8:00am and 5:00pm. Pickups outside these hours are not permitted. Failure to remove the body of the deceased within five (5) business days, without the prior consent of the Thurston County Coroner may result in the assessment of an additional fee of \$50 per day.
4. Autopsy/Inspection Photographs. Autopsy/inspection photographs taken will be provided to Clallam County.
5. Specimen/Tissue Samples. Specimen and tissue samples will be returned to Clallam County for storage and/or destruction.
6. Death Investigations. Clallam County will provide its own death investigation services.
7. Personal Property. Clallam County will remain responsible for the retention and disposition of all personal property of the deceased as required by law. Any personal property of the deceased received by Thurston County with the body of the deceased will be retained in a safe location

until returned to Clallam County for disposition.

8. Excluded Services. The following services, when requested by Clallam County, will be assessed at an additional fee. The fee charged will be the actual cost to Thurston County for providing such services.
 - Transportation services
 - Expert consultation services
 - Testimony and associated costs (e.g. travel)
 - Death investigation services
 - External fees for services
9. Jurisdiction. The parties agree that jurisdiction of the body of the deceased is with the County where the death occurred.



AGENDA ITEM SUMMARY

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

3
9/24/22

Department: Clallam County Health and Human Services

WORK SESSION ☒ **Meeting Date:** September 26, 2022

REGULAR AGENDA ☒ **Meeting Date:** October 4, 2022

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #11301-22-OCH -OPCC | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Health and Human Services has been awarded the Olympic Community of Health (OCH) Expanding the Olympic Community of Health Table grant. Attach you will find the subcontract with Olympic Peninsula Community Clinic (OPCC) to provide a WADOH credentialed Substance Use Disorder Professional (SUDP) to Clallam County Health and Human Services' Syringe Service Program (SSP) to initiate substance use treatment assessments and link participants with available treatment services. This pilot program will run from August 1, 2022 through July 31, 2023 in the amount of \$35,000.00.

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

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

County Official signature & print name:  KEVIN L. PICCOLLO

Name of Employee/Stakeholder attending meeting: Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: September 19, 2022

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



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

SCOPE OF WORK

Clallam County Health & Human Services (CCHHS) is contracting with Olympic Peninsula Community Clinic (OPCC) and REDisCOVERY to provide a WADOH credentialed Substance Use Disorder Professional (SUDP) to Clallam County Health and Human Services Syringe Service Program (SSP). The SUDP will be present during SSP hours to initiate substance use treatment assessments and link participants with available treatment services. The SUDP and REDisCOVERY team will be available outside of SSP hours as needed to participants who have initiated treatment assessments. The REDisCOVERY team will provide needs based supportive services enabling participants to engage in treatment.

The contractor will comply with all Washington State Covid-19 guidelines.

The contractor will abide by all HIPAA requirements.

The contractor will complete monthly reporting as described in "SPECIAL TERMS AND CONDITIONS 1. Reporting".

BUDGET/FEE SCHEDULE

August 1, 2022 – July 31, 2023

SERVICE	Estimated Weekly Hours	MAXIMUM ANTICIPATED TOTALS
Substance Use Disorder Professional	18 hours/week	\$35,000.00
TOTAL		\$35,000.00

Total contract for the period August 1, 2022 – July 31, 2023, not to exceed \$35,000.00

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of Thirty-Five Thousand DOLLARS (\$35,000.00) 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: a signed time sheet including the name/position of the Contractor's employee; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; and payment amount requested.

In no event shall Contractor be compensated in excess of Thirty-Five Thousand DOLLARS (\$35,000.00) for the completed work set forth in Attachment "A".

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

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. 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.
19. 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.

20. 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.
21. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, 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.

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

Name: Jennifer Oppelt

Title: Deputy Director

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

Telephone: 360-417-2431

E-mail: jennifer.oppelt@clallamcountywa.gov

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.

23. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
24. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
25. 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.
26. 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.

27. 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.
28. 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.
29. 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.
30. 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).
31. 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.
32. 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.
33. 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.
34. Survival. Without being exclusive, Paragraphs 4, 7, 13-18, 20-21 and 30-34 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.
35. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

- ☐ With each request for payment.
- ☒ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☐ Other (specify):

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

Number of assessments completed; number of individuals linked with treatment services; and number of individuals retained in services throughout the treatment journey.

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	\$ per occurrence
	\$ aggregate



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

\$500,000 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 |
| | \$2,000,000 | aggregate |
| Property damage liability | \$ | per occurrence |
| | \$ | 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):



AGENDA ITEM SUMMARY

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

4
9/20/22

Department: Clallam County Health and Human Services

WORK SESSION ☒ Meeting Date: September 26, 2022

REGULAR AGENDA ☒ Meeting Date: October 11, 2022

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU 11301-22-TPHD | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached you will find an interlocal agreement between Clallam County Health and Human Services and Tacoma-Peirce County Health Department for the creation of a Clallam County Provider Resources Website. This website will be designed to support local providers with the latest disease information. This will be a centralized location for providers to access; health news and alerts, report notifiable conditions, COVID-19 updates, vaccination schedules, and more. This agreement is at no cost to Clallam County.

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 impacts.

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

Name of Employee/Stakeholder attending meeting: Jenny Oppelt and Karissa McLane

Relevant Departments: Health and Human Services

Date submitted: September 20, 2022

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

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

**INTERLOCAL AGREEMENT BETWEEN
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
And
CLALLAM COUNTY HEALTH & HUMAN SERVICES**

This Agreement is made and entered into by and between **Tacoma-Pierce County Health Department**, hereinafter referred to as **DEPARTMENT**, and **CLALLAM COUNTY HEALTH & HUMAN SERVICES** hereinafter referred to as the **HEALTH JURISDICTION**. The **DEPARTMENT** and the **HEALTH JURISDICTION** are collectively referred to as the "parties."

I. RECITALS

WHEREAS, the **DEPARTMENT** is a local health department as provided for under Chapters 70.05, 70.08, and 70.46 RCW, with funding to support the Provider Resources Website as a Shared Service between local health jurisdictions.

WHEREAS, the **HEALTH JURISDICTION** is a local health department as provided for under Chapters 70.05, 70.08, and 70.46 RCW.

WHEREAS, it is the purpose of this Agreement to provide for the funding and execution of services as described in Addenda A, B and C attached hereto and incorporated herein; and

WHEREAS, the **DEPARTMENT** and the **HEALTH JURISDICTION** have the authority to enter into this Agreement pursuant to RCW 39.34.030; and

WHEREAS, the parties desire to enter into this Agreement for cooperative action; now, therefore, the parties agree as follows:

II. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- A. **Agreement** means this 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	Dissolution of Grant Funding
C	1	Grant Funding Allocation

- 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. **HEALTH JURISDICTION Representative** means the individual designated and authorized by the **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 **HEALTH JURISDICTION** pursuant to and governed by this Agreement, including Addenda A, B and C.

III. TERM

The term of this Agreement shall be: September 15, 2022 through December 31, 2024, unless amended or terminated earlier pursuant to the terms and conditions herein.

IV. HOLD HARMLESS

- A. Each party shall defend, indemnify, 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 in defense thereof, 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 the first party's appointed or elected officials, employees, and agents.
- B. In the event of liability for damages caused by or resulting from concurrent negligence of both parties, each party's liability shall be only to the extent of its negligence.
- C. This duty to defend, indemnify and hold harmless shall apply regardless of whether a claim is brought pursuant to the Industrial Insurance Act, RCW Title 51, or otherwise, and each party waives any immunity whatsoever with respect to its duty to defend, indemnify and hold harmless. This duty to defend, indemnify and hold harmless shall apply regardless of whether this Agreement is executed after the Services described herein begin and shall extend to claims arising after this Agreement is terminated.

V. RECORDS

- A. The **DEPARTMENT** and the **HEALTH JURISDICTION** shall each maintain and preserve 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 for a period of eight (8) years after the earlier of either the Agreement expires by its terms or the Agreement is terminated in accordance with Section VII below. 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 **HEALTH JURISDICTION** upon request.

- B. All records, documents, and other materials arising from or relating to the Agreement, including this Agreement, are considered public records and subject to disclosure upon request pursuant to the Public Records Act, Chapter 42.56 RCW.

VI. OWNERSHIP OF WORK PRODUCT

All right, title, and interest in anything the **DEPARTMENT** develops or produces under this Agreement, whether finished or not, shall become the property of the **DEPARTMENT**, including, without limitation, all inventions, data, software, works of authorship, designs, know-how, ideas, and information.

VII. TERMINATION

Either party may terminate this Agreement for any reason by giving the other party at least ninety (90) days' written notice. If this Agreement is so terminated after website completion, the **DEPARTMENT** will transfer hosting and all associated costs to the **HEALTH JURISDICTION** within 30 days of termination. If the **HEALTH JURISDICTION** does not take ownership of the site, the **DEPARTMENT** will take down the website.

VIII. 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, B and C; and
- The provisions of this Agreement.

IX. PERFORMANCE

The parties shall perform all Services in accordance with all applicable professional standards and agree that they will use only qualified, competent personnel in the execution of these Services.

X. 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.

XI. 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 race, creed, color, national origin, families with

children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

XII. 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' Directors or their designee for resolution. In the event the Directors 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.

XII. SERVICES MANAGEMENT

The Services 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.

XIV. ALL WRITINGS CONTAINED HEREIN

This 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.

XV. NO SEPARATE ENTITY

This Agreement does not establish a separate legal entity to perform the Services described in Addendum A. The parties designate the following persons to jointly administer this cooperative undertaking:

On behalf of the **DEPARTMENT:**

Ericka Case, Program Manager
Emily Holloway, Project Manager
Tacoma-Pierce County Health Department
3629 S D Street | Tacoma, WA 98418
Phone: (253) 341-2568; (253) 281.8021
Email: ecase@tpchd.org; eholloway@tpchd.org

On behalf of the **HEALTH JURISDICTION:**

Kevin LoPiccolo, Director
Clallam County Health & Human Services
111 East 3rd Street | Port Angeles, WA 98362
Phone: (360) 417-2523
Email: kevin.lopiccolo@clallamcountywa.gov

XVI. AGREEMENT EXECUTION

DEPARTMENT and **HEALTH JURISDICTION** each represent and warrant that they have the power, authority, and legal right to enter into this Agreement by and through the undersigned Representatives, they have taken all action necessary to authorize the execution, delivery, and performance of this Agreement and all other documents and instruments otherwise required or contemplated hereunder and thereunder, any and all of which do not and shall not contravene the provisions of any governing document or agreement or instrument to which **DEPARTMENT** or **HEALTH JURISDICTION** is bound, and shall not cause or result in any violation, breach or default of, or accelerate any payment under, any such agreement or instrument.

IN WITNESS THEREOF the parties hereto have executed this Agreement as of the date(s) set forth below.

HEALTH JURISDICTION Authorized Signature

DEPARTMENT Authorized Signature

Mark Ozias
Chair

Date

Nigel Turner
Division Director

Date

Board of Clallam County Commissioners
223 East Fourth Street
Port Angeles, WA 98362

Anthony L-T Chen, MD, MPH
Director of Health

Date

Approved as to form only by:

Elizabeth Stanley
Clallam County Prosecuting Attorney

Tacoma-Pierce County Health Department
3629 South D Street
Tacoma, WA 98418

ADDENDUM A: SCOPE OF WORK AND SPECIFIC CONDITIONS

This Addendum A applies to the agreement (Agreement) between The **TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (DEPARTMENT)** and **CLALLAM COUNTY HEALTH & HUMAN SERVICES (HEALTH JURISDICTION)** and in Addenda B and C, the parties agree as follows.

While grant funding under Foundational Public Health Services exists at the current level or greater:

1. HEALTH JURISDICTION's Responsibilities:

- 1.1. Authorize the **DEPARTMENT** by means of this Agreement to act as the **HEALTH JURISDICTION's** representative and provide Provider Resources Website updates, development and training.
- 1.2. Hold the **DEPARTMENT**, its appointed and elected officials, employees, and agents harmless from any actual or purported damage due to inaccurate content on the Provider Resources Website or during times of unavoidable lack of access to the **DEPARTMENT's** Provider Resources Website.
- 1.3. Maintain the security of the Provider Resources Website. This includes but is not limited to adhering to the standard practices for strong password generation and user account management.
- 1.4. Review the Provider Resources Website content. Provide the **DEPARTMENT** in writing with revisions to the content in sufficient detail to allow the **DEPARTMENT** to create revised pages and content that complies with the **HEALTH JURISDICTION'S** requirements (the Clallam County Health & Human Services Provider Resource WA Website).
- 1.5. Designate at least one staff person to administer the local content on the Provider Resources Website. The **DEPARTMENT** will provide technical support for local pages but will not curate content.
- 1.6. Designate at least one person to assist the **DEPARTMENT** with establishing branding for the Provider Resources Website.
- 1.7. Manage the email subscription services and be solely responsible for the costs.
- 1.8. Manage all updates and local content in a manner and form that adheres to Web Content Accessibility Guidelines. A copy of these guidelines will be provided by the **DEPARTMENT** during the initial training session.
- 1.9. Manage and execute all records requested under the Public Records Act, Chapter 42.56 RCW of the Clallam County Health & Human Services Provider Resource WA Website.
- 1.10 Participate in meetings and collaborative sessions with the **DEPARTMENT** and other stakeholders.

1.11 Participate in evaluation and performance measurement components as required by project funders.

1.12 In consultation with the **DEPARTMENT**, create and implement strategies to promote the use of the Provider Resources Website and engage providers in its use.

2. **The DEPARTMENT's Responsibilities:**

2.1. Create the Clallam County Health & Human Services Provider Resource WA Website based on the project plan agreed to by the **HEALTH JURISDICTION** and the **DEPARTMENT** and make it available online.

2.2. Host the Provider Resources Website on behalf of the **HEALTH JURISDICTION**.

2.3. Provide training and support to the designated staff of the **HEALTH JURISDICTION** for updates and editing of their Provider Resources website.

2.4. Provide training and support with the email marketing software to the designated staff of the **HEALTH JURISDICTION**.

2.5. Provide ongoing technical assistance to the **HEALTH JURISDICTION** staff in support of the Provider Resources Website.

2.6. Provide timely and accurate updates to core content on the Provider Resources Website that feed into the **HEALTH JURISDICTION's** Provider Resources site.

2.7. Assist in the creation and execution of branding and communication planning for the **HEALTH JURISDICTION's** Provider Resources site.

ADDENDUM B: DISSOLUTION OF GRANT FUNDING

This Addendum B applies to the agreement (Agreement) between **TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (DEPARTMENT)** and **CLALLAM COUNTY HEALTH & HUMAN SERVICES (HEALTH JURISDICTION)** and Addenda A and C, the parties agree as follows:

In the event grant funding no longer exists:

1. The HEALTH JURISDICTION's Responsibilities:

- 1.1. Assume all management of the Clallam County Health & Human Services Provider Resource WA Website content and updates.
- 1.2. Manage hosting and assume all associated costs for the Clallam County Health & Human Services Provider Resource WA Website.
- 1.3. Manage hosting and assume all associated costs for the Clallam County Health & Human Services Provider Resource WA email marketing account.

2. The DEPARTMENT's Responsibilities:

- 2.1. Assist the **HEALTH JURISDICTION** in transferring the current website to the hosting platform chosen by the **HEALTH JURISDICTION**.
- 2.2. Assist the **HEALTH JURISDICTION** in transferring the credentials for the email marketing account to platform chosen by the **HEALTH JURISDICTION**
- 2.3. Provide necessary technical training of existing Provider Resources platform to the **HEALTH JURISDICTION** staff.

ADDENDUM C: ALLOCATION OF GRANT FUNDING

This Addendum C applies to the agreement (Agreement) between **TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (DEPARTMENT)** and **CLALLAM COUNTY HEALTH & HUMAN SERVICES (HEALTH JURISDICTION)**. In addition to the terms and conditions set forth in the Agreement and Addenda A and B, the parties agree as follows:

While grant funding exists at the current level or greater:

1. **Grant Allocation:**

- 1.1. The **DEPARTMENT** will use a portion of Washington State Foundational Public Health Services funding to pay for a resource to administer, maintain and update the main Provider Resources WA website.
- 1.2. The **DEPARTMENT** will use a portion of Foundational Public Health Services funding to pay for a resource to manage onboarding and training all contracted **HEALTH JURISDICTIONS**.
- 1.3. The **DEPARTMENT** will use a portion of Foundational Public Health Services funding to pay for hosting costs for the Provider Resources WA site and associated Provider Resources child sites.
- 1.4. The **DEPARTMENT** will use a portion of Foundational Public Health Services funding to pay for email marketing accounts for each Provider Resources child sites.



AGENDA ITEM SUMMARY

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

5
9/26/22

Department: Sheriff's Office

WORK SESSION ☒ Meeting Date: 09/26/22

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached:

Executive summary:

Continued discussion on law enforcement retention/recruitment bonuses.

Budgetary impact:

A document is prepared showing the ARPA proposed usage based on \$600K limit previously approved by Board.

Recommended action:

Approval by the Board.

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

Name of Employee/Stakeholder attending meeting: Sheriff Benedict and CDs King and Wenzl

Relevant Departments: Sheriff's Office and Human Resources

Date submitted: 09/21/22

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

CLALLAM COUNTY

ARPA PROPOSED USAGE--LAW ENFORCEMENT RETENTION/RECRUITMENT BONUSES

PREPARED 9/21/2022

--BASED ON \$600K LIMIT APPROVED BY BOCC, NO PD PARTICIPATION FOR RETENTION BONUS

SHERIFF'S PATROL DEPUTIES--RETENTION BONUS

		RETENTION BONUS	PAYROLL TAXES	TOTAL RETENTION COMPENSATION
		\$ 10,000.00	11.0%	
PATROL SERGEANT FTES	7	\$ 70,000.00	\$ 7,690.76	\$ 77,690.76
PATROL DEPUTY FTES		\$ -	\$ -	\$ -
TOTAL--PATROL	7	\$ 70,000.00	\$ 7,690.76	\$ 77,690.76

SHERIFF'S CORRECTIONS OFFICERS--RETENTION BONUS

		RETENTION BONUS	PAYROLL TAXES	TOTAL RETENTION COMPENSATION
		\$ 8,500.00	11.0%	
CORRECTIONS SERGEANT FTES	5	\$ 42,500.00	\$ 4,669.39	\$ 47,169.39
CORRECTIONS OFFICER FTES	14	\$ 119,000.00	\$ 13,074.29	\$ 132,074.29
TOTAL--CORRECTIONS	19	\$ 161,500.00	\$ 17,743.68	\$ 179,243.68

TOTAL RETENTION BONUS COST

\$ 231,500.00	\$ 25,434.44	\$ 256,934.44
----------------------	---------------------	----------------------

RECRUITMENT BONUSES

		RECRUITMENT BONUS	PAYROLL TAXES	TOTAL RECRUITMENT COMPENSATION
ENTRY LEVEL		\$ 10,000.00	11.0%	
LATERAL		\$ 25,000.00	11.0%	
MINIMUM--ASSUMING ALL ENTRY LEVEL				
OPEN POSITIONS--PATROL	1	\$ 10,000.00	\$ 1,098.68	\$ 11,098.68
OPEN POSITIONS--CORRECTIONS	9	\$ 90,000.00	\$ 9,888.12	\$ 99,888.12
TOTAL RECRUITMENT BONUS COST		\$ 100,000.00	\$ 10,986.80	\$ 110,986.80

MAXIMUM--ASSUMING ALL LATERAL LEVEL				
	\$	25,000.00	\$	2,746.70
	\$	225,000.00	\$	24,720.30
	\$		\$	249,720.30
\$ 250,000.00	\$ 27,467.00	\$ 277,467.00		

REFERRAL ("BIRD DOG") BONUSES

		\$ 2,500.00	11.0%	
NUMBER OF OPEN POSITIONS	10	\$ 25,000.00	\$ 2,746.70	\$ 27,746.70

TOTAL RETENTION & RECRUITMENT BONUS COST

MINIMUM--ASSUMING ALL ENTRY LEVEL, NO REFERRAL BONUSES				
\$ 331,500.00	\$ 36,421.24	\$ 367,921.24		

MAXIMUM--ASSUMING ALL LATERAL LEVEL, REFERRAL BONUSES ON ALL				
\$ 481,500.00	\$ 52,901.44	\$ 534,401.44		

MID POINT	\$ 451,161.34
TENTATIVE APPROVED BOCC AMOUNT	\$ 600,000.00
REMAINING FUNDS	\$ 148,838.66



6
9/24/22

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 9-26-22**

REGULAR AGENDA ☒ **Meeting Date: 10-4-22**

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 304-21-001D |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Anchor QEA, an engineering consulting firm, has been providing design services for the Dungeness Off-channel Reservoir project for the County. Work originally began under contract 304-21-001 for Phase 1 activities. This amendment is for additional Phase 1 and Phase 2 tasks to the Scope of Work (SOW). Additional Phase 1 tasks include support for funding applications, participation in additional meetings and coordination with Clallam County, and additional work required for cultural resources compliance with Ecology. Phase 2 tasks include field data collection; detailed design analyses and documents for 60%, 90%, and final design; permitting including the Dam Construction Permit; operation and maintenance evaluation and analysis, life-cycle costs, and O&M plan; and project management. This amendment also extends the time needed to complete the tasks provided in the SOW. The estimated budget for the additional Phase 1 and Phase 2 tasks is \$2,245,576, which includes the optional items.

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 for these expenditures are already allocated in the budget.

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary Anchor Amendment 2 (9-21-22)
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

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

Please approve the amendment to the PSA.

County Official signature & print name: Joe Donini

Name of Employee/Stakeholder attending meeting: Carol Creasey

Relevant Departments: Public Works

Date submitted: September 21, 2022



PERSONAL SERVICES AGREEMENT AMENDMENT D

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

Name: Anchor QEA, LLC
Address: 1201 3rd Ave., Suite 2600
Seattle, WA 98101
Phone N^o: (206) 287-9130

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on July 21, 2021.

This Amendment is comprised of:

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

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

The term of this Amendment shall commence on the day of 20 and shall, unless terminated as provided elsewhere in the Agreement, end on the 31st day of Dec. 20 23 .

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

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

David N. Rice

Mark Ozias, Chair

Print name: David Rice, P.E

Title: Member, LLC

Date: September 21 2022

Originals: BOCC
Vendor
Initiating Department

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

SCOPE OF WORK**Table of Contents**

1. Description of Phase 2 Services.....	A-1
2. Scope of Work – Additional Phase 1 Services.....	A-6
Task 1-A3.1: Funding Application Support.....	A-6
Task 1-A3.2: Additional Meetings and Coordination	A-6
Task 1-A3.3: Cultural Resources Coordination with Ecology.....	A-7
3. Scope of Work – Phase 2 – Detailed Design and Permitting.....	A-7
Task 2-1: Permit Ready Design Drawings.....	A-7
Task 2-2: Support for Funding Applications	A-8
Task 2-3: Phase 2 Field Data Collection.....	A-8
Subtask 2-3.1: Phase 2 Topographic and Boundary Surveys.....	A-9
Subtask 2-3.2: Phase 2 Geotechnical Explorations and Recommendations	A-10
Subtask 2-3.3: Utility Locations	A-15
Subtask 2-3.4: Verify Capacity of the HID Main Canal	A-15
Task 2-4: Detailed Design Analyses.....	A-16
Subtask 2-4.1: Geotechnical Engineering Analyses	A-16
Subtask 2-4.2: Final Design Studies and Final Basis of Design Report	A-20
Task 2-5: Detailed Design Documents.....	A-24
Subtask 2-5.1: 60% Design.....	A-24
Subtask 2-5.2: 90% Design.....	A-25
Subtask 2-5.3: Final Design	A-26
Subtask 2-5.4: Constructability and Quality Assurance/Quality Control Reviews	A-26
Subtask 2-5.5: Preparation of the Final Bid Package	A-27
Task 2-6: Permitting	A-28
Subtask 2-6.1: Agency Coordination.....	A-28
Subtask 2-6.2: Prepare Permit Applications	A-28

Task 2-7: Dam Construction Permit.....	A-31
Task 2-8: Operations and Maintenance.....	A-32
Subtask 2-8.1: Define O&M Needs and an Opinion of Long-Term Operating Costs.....	A-32
Subtask 2-8.2: Evaluate Feasibility for Incorporating Energy Generation (Optional)	A-33
Subtask 2-8.3: Operations and Maintenance Plan.....	A-33
Subtask 2-8.4: Life-Cycle Cost Analysis and Opinion of Probable Replacement Costs.....	A-33
Task 2-9: Phase 2 Project Management	A-34
4. Budget	A-35
5. Schedule	A-36

Exhibits

Exhibit A	Geotechnical Field Exploration Maps
Exhibit B	Anticipated Drawing List
Exhibit C	Detailed Fee Estimate
Exhibit D	Phase 2 Project Schedule

Abbreviations

APWA	American Public Works Association
BPA	Bonneville Power Administration
CSI	Construction Standards Institute
CSZ	Cascadia Subduction Zone
DAHPP	Department of Archaeology and Historical Preservation
DNR	Washington State Department of Natural Resources
DSHA	Deterministic Seismic Hazard Assessment
DSO	Dam Safety Office
Ecology	Washington State Department of Ecology
EIS	environmental impact statement
GMM	Ground Motion Model
HID	Highland Irrigation District
HPA	Hydraulic Permit Approval
IDF	Inflow Design Flood
JARPA	Joint Aquatic Resource Permit Application
LiDAR	Light Detection and Ranging
NEPA	National Environmental Policy Act
NGA-Sub	Next Generation Attenuation for Subduction Zone
NSHM	National Seismic Hazard Model
O&M	Operations and Maintenance
OHWM	ordinary high water mark
PSHA	Probabilistic Seismic Hazard Assessment
QA	quality assurance
QC	quality control
SEPA	State Environmental Policy Act
SOW	scope of work
SPT	Standard Penetration Testing
SSDP	Shoreline Substantial Development Permit
SWPPP	Stormwater Pollution Prevention Plan
UHS	Uniform hazard spectrum
USACE	U.S. Army Corps of Engineers
USGS	United States Geological Survey
WWT	Washington Water Trust

1. Description of Phase 2 Services

This scope of work (SOW) describes the work proposed for Phase 2 of the Dungeness Off-Channel Reservoir Project, which will include detailed design and permitting for the project. Phase 1 covered data collection, an initial phase of site investigations, preliminary design analyses, and preliminary (30%) design. Phase 2 will cover preparing and submitting environmental permit applications and developing detailed design drawings, specifications, and opinions of cost to the level needed for bidding and construction. Anchor QEA will also prepare design documentation needed to secure permits, including a Dam Construction Permit through the Washington State Department of Ecology's (Ecology's) Dam Safety Office (DSO).

The Anchor QEA consultant team presented the results of the Phase 1 preliminary (30%) design to the Clallam County Board of Commissioners and the Dungeness Reservoir Work Group early in 2022. The last steps in completing Phase 1 include a public meeting and outreach, a cultural resources survey, and finalization of preliminary design documentation. This SOW provides a basis for the detailed design and permitting work to be completed during Phase 2 so the project can be bid and constructed. Engineering support during bidding and construction is not included in this SOW; a separate SOW will be prepared for those services as Phase 2 is completed.

This SOW also includes additional work requested by Clallam County and completed as part of the Phase 1 effort that was not originally included as part of the Phase 1 SOW. This additional work completed during Phase 1 of the project includes the following:

- Support for funding applications
- Participation in additional meetings and coordination
- Additional coordination of cultural resources compliance with Ecology

It is assumed that this additional Phase 1 scope will be authorized with the Phase 2 work as part of an amendment to our professional services agreement with Clallam County (Clallam County Contract 304-21-001, signed July 13, 2021) for work on the project.

All the work completed during Phase 2 will be performed under the direction of Clallam County's project manager, Carol Creasey, and the County Engineer, Joe Donisi. The Anchor QEA consultant team will be managed by David Rice, PE. Bob Montgomery, PE, will serve as the principal-in-charge and will provide quality assurance/quality control (QA/QC) reviews. He will also support David in coordinating with Clallam County and our consultant team. Anchor QEA will be supported by Shannon & Wilson (geotechnical engineering/embankment design), Pacific Groundwater Group (hydrogeology), HDR (intake evaluation and design, hydropower evaluation, peer review), AMP Insights (public outreach, reservoir operations strategy), Pacific Engineering (structural engineering), Ott-Sakai and Associates (independent cost estimating review), and Parametrix (land surveying). Anchor QEA has also contacted Clark Land Office, a Sequim-based land surveying firm. They have

had limited availability the past couple of years to take on new work, but If they have availability when the work is scheduled, we will likely subcontract with them for a portion of the land surveying.

Table 1 summarizes key project design elements that were included in the preliminary design and other improvement projects that have been discussed with project partners and are related or appurtenant to the reservoir project. The table includes our understanding of the status of each key element or related project and whether each has been included in the Phase 2 detailed design and permitting SOW or will be completed under a separate SOW and with other sources of funding.

Table 1
Status of Key Project Elements and Related Work

Key Element	Included in Phase 1 Scope of Work?	Included in Phase 2 Scope of Work?	Status
Highland Irrigation District (HID) Intake and Screening Improvements	Yes	Yes	- Developed schematically in Phase 1. - Topographic survey, detailed design, and permitting will be completed in Phase 2.
Settling Basin	Yes	Yes	- Developed schematically in Phase 1. - Topographic survey, detailed design, and permitting will be completed in Phase 2.
Flow Control Structure on HID Main Canal	Yes	Yes	- Developed to 30% complete level in Phase 1. - Included in Phase 2 detailed design and permitting.
Inlet Pipeline – HID Main Canal to Reservoir	Yes	Yes	- Developed to 30% complete level in Phase 1. - Included in Phase 2 detailed design and permitting.
Inlet Structure at Reservoir	Yes	Yes	- Developed to 30% complete level in Phase 1. - Included in Phase 2 detailed design and permitting.
Reservoir	Yes	Yes	- Developed to 30% complete level in Phase 1. - Included in Phase 2 detailed design and permitting. - High resolution LiDAR topography survey of the existing site is included as an <u>optional</u> work item. - Minor adjustments may be made to configuration to reflect findings of Phase 2 geotechnical work.
Outlet Works at Reservoir	Yes	Yes	- Developed to 30% complete level in Phase 1. - Included in Phase 2 detailed design and permitting. - Will consider using high-density polyethylene pipe for the outlet manifold instead of steel.
Outlet Pipeline – Reservoir to Irrigation System	Yes	Yes	- Developed to 30% complete level in Phase 1. - Included in Phase 2 detailed design and permitting. - Will consider connections to infiltration and overland flow system.

Key Element	Included in Phase 1 Scope of Work?	Included in Phase 2 Scope of Work?	Status
Bypass Pipeline	Yes	Yes	- Developed to 30% complete level in Phase 1. - Included in Phase 2 detailed design and permitting. - May consider realignment along east side of reservoir for connection to infiltration and overland flow system.
Spillway Facilities	Yes	Yes	- Developed to 30% complete level in Phase 1. - Included in Phase 2 detailed design and permitting. - May consider realignment or fully piping spillway conveyance to address concerns from public.
Drought Pumping to HID Main Canal	Yes	Yes, See Status Notes	- Only developed cost in Phase 1, not designed. - Phase 2 only includes a high-level feasibility evaluation and memorandum. It does not include detailed design of drought pumping facilities.
Piping of HID Main Canal, From Intake to Flow Control Structure	No	Yes	- Developed rough cost and sizing in Phase 1. - Topographic survey, detailed design, and permitting will be completed in Phase 2.
Irrigation Pipelines, Downstream of Reservoir	No	No	- Developed to 30% design level by Clallam Conservation District in June 2021. - Detailed design and permitting for these pipelines will be advanced as separate SOW with irrigation efficiency funds or other funding.
Deflection Berm	No	Yes, See Status Notes	- Not included in Phase 1. - Will be included in Phase 2 if inundation analysis warrants placement of excess material to deflect flows in the event of failure of the impoundment.
Overland Flow Capture and Conveyance	No	No	- Will be completed by the City of Sequim as a separate but related project. - The Phase 2 design will be coordinated with the City's design to ensure the projects are compatible.
Infiltration Facilities	No	No	- Will be completed by the City of Sequim as a separate but related project. - The Phase 2 design will be coordinated with the City's design to ensure the projects are compatible.

Key Element	Included in Phase 1 Scope of Work?	Included in Phase 2 Scope of Work?	Status
Erosion Repairs, Upslope of HID Main Canal at BPA Easement	No	No	• Not evaluated in Phase 1. • These repairs would need to be studied and developed as a separate SOW with other funding.
Small Hydropower Generation	No	Yes, See Status Notes	• Not evaluated in Phase 1. • Phase 2 only includes a high-level feasibility evaluation and memorandum. Does not include detailed design.
Solar Power Generation	No	Yes, See Status Notes	• Not evaluated in Phase 1. • Phase 2 only includes a high-level feasibility evaluation and memorandum. Does not include detailed design.

2. Scope of Work – Additional Phase 1 Services

As noted above, Anchor QEA has completed several tasks requested by Clallam County that were not part of the approved Phase 1 SOW. This additional work was authorized by Clallam County and completed by Anchor QEA on a timely basis to help meet project needs. It is proposed that the budget for this work be authorized with the Phase 2 SOW as part of an amendment to our professional services agreement with Clallam County (Clallam County Contract 304-21-001, signed July 13, 2021). Note that the total budget spent by Anchor QEA was less than the amount authorized in the contract because of efficiencies in work and deletion of tasks not needed for Phase 1. The following tasks have been completed at the request of Clallam County that were not originally included in our Phase 1 SOW:

Task 1-A3.1: Funding Application Support

Our original Phase 1 SOW did not include any effort to support the county with applications for funding. Anchor QEA has supported development of funding applications for grants from the following programs to try and help the County secure grants for the project:

- Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) Grant Program
- U.S. Bureau of Reclamation WaterSMART Grant Program
- FEMA Hazard Mitigation Grant Program
- Ecology Streamflow Restoration Grant Program
- Natural Resources Conservation Service (NRCS) Watershed Protection and Flood Prevention Act (PL-566) Grant Program

Anchor QEA provided technical information, technical responses and grant proposal text, figures and maps, and opinions of probable cost to support these applications.

Task 1-A3.2: Additional Meetings and Coordination

Anchor QEA included a limited number of meetings in our original Phase 1 SOW that included a kick-off meeting and initial site visit, one meeting to present findings to the Dungeness Reservoir Work Group and the Clallam County Board of Commissioners after completion of the draft Preliminary Design, weekly coordination meetings through the period of time anticipated for Phase 1 design, and a public meeting. The Phase 1 work has required preparation for and participation in additional meetings, including a site meeting with the Dungeness Reservoir Work Group in October 2021, a separate presentation to the Dungeness River Work Group from the presentation given to the Clallam County Board of Commissioners, and ongoing weekly meetings and coordination. Our Phase 1 SOW anticipated that our Phase 1 weekly meetings and coordination would extend into January 2022. The Phase 1 meetings and coordination have now continued into July 2022.

Task 1-A3.3: Cultural Resources Coordination with Ecology

During September 2021, when Anchor QEA's subconsultant, Shannon & Wilson, was scheduled to initiate Phase 1 geotechnical exploration, Ecology provided some last-minute input and requested changes to the geotechnical exploration plan based on their understanding of cultural resources compliance requirements. Specifically, they directed the team not to complete any borings or test pits outside of the area that had been surveyed with shovel probes for cultural resources. As a result, Anchor QEA staff had to commit several hours to email coordination, phone calls, and follow up to address the input from Ecology, and Shannon & Wilson had to adjust their exploration plan to only include borings and test pits within the area that had been surveyed with shovel probes for cultural resources. The coordination and effort were needed to prevent delay of the geotechnical exploration work and allow for the completion of the work while the driller was mobilized at the site.

3. Scope of Work – Phase 2 – Detailed Design and Permitting

Task 2-1: Permit Ready Design Drawings

Anchor QEA will prepare design drawings that incorporate the key comments from the 30% design review and are ready for inclusion with environmental permit applications. As an initial step, Anchor QEA will coordinate with Clallam County to confirm that the appropriate key design elements are included and that the revisions to be made to the 30% design drawings appropriately reflect key 30% design comments, meet the needs of the project, and provide enough detail to support permitting. Anchor QEA will also review project needs with the County to determine whether the project should be phased or reconfigured to accommodate the project's funding constraints. If it is determined that the configuration or design of the project must be revised to reflect phasing of the project to accommodate funding constraints, Anchor QEA will work with Clallam County to revise this SOW to reflect those needs.

Our understanding is that the 30% design generally meets project needs and will not require substantial reconfiguration or revision to meet funding constraints and reflect feedback from the 30% design review. Some changes will be considered in response to comments received, but those changes will be relatively modest and will primarily include changes deemed necessary to provide the information critical to environmental permitting review. Assuming that the 30% design does not require substantial revisions or reconfiguration, Anchor QEA will incorporate the comments provided during the preliminary design review into a set of revised preliminary drawings (~30% complete with revisions incorporated) that will be used for permitting the project.

A draft of the permit-ready design drawings will be submitted to Clallam County to confirm that appropriate adjustments have been made and that the design will not change in a way that will impact permitting. Any input received through this review will be incorporated and a final permit-ready drawing set will be provided.

Task 2-1 Assumptions

- The key project elements will be constructed in a single phase.
- Development of permit-ready design drawings will not require major reconfiguration or revisions to the 30% design to accommodate phasing needs, funding constraints, or other project needs.
- Even if it is determined that the project should be constructed in multiple phases to accommodate funding constraints, it is recommended that the permit-ready drawings and permitting assume that the project will be constructed in a single phase.
- Permit drawings do not include the separate City of Sequim project to capture and collect overland flow and infiltration on this site.

Task 2-1 Deliverables

Permit-ready design drawings will be completed and submitted in PDF format to Clallam County for review under this task.

Task 2-2: Support for Funding Applications

Anchor QEA will continue to support Clallam County in developing and completing applications for funding to construct the project. Because it is not understood how much assistance may be needed, the budget for this task includes an allowance to accommodate the following level of assistance:

- Up to 32 hours of the Anchor QEA project manager's time.
- Up to 20 hours of the Anchor QEA principal-in-charge's time.
- Up to 48 hours of support time from other Anchor QEA staff members or subconsultants.

Task 2-2 Assumptions

This task allows for the level of effort listed above. If additional effort is required to support funding applications, Anchor QEA will complete the additional work under an amendment to this SOW and budget.

Task 2-3: Phase 2 Field Data Collection

A multiphase approach to collect field data needed to support the design was proposed at the outset of the project. The Phase 1 field data collection was completed in 2021 to inform the preliminary design. Now that the general configuration and layout of facilities have been defined through preliminary design, additional targeted field data collection is needed to confirm site conditions and support development of detailed design and permitting. This second phase of targeted field data collection will be completed as an early step in Phase 2 and will include the following:

Subtask 2-3.1: Phase 2 Topographic and Boundary Surveys

Anchor QEA will subcontract with a licensed land surveyor (Parametrix and/or Clark Land Office) to complete additional topographic and boundary surveys to support detailed design. The survey data will supplement the Phase 1 survey data collected in summer and fall 2021. The Phase 2 survey will result in a complete base map of existing conditions for the project and will include collection of the following data:

- **HID Intake Structure, Diversion Canal, and Fish Screen:** This will include a topographic survey of the following:
 - HID's gated diversion structure on the right bank of the Dungeness River
 - HID's diversion canal from the intake structure to the fish screens
 - HID's fish screen structure
 - The area adjacent to, upstream, and downstream of the fish screen structure
 - The fish bypass channel for about 20 feet downstream from the bypass outlet
- **HID Main Canal Pipeline Alignment:** This will include a survey of the HID Main Canal from the fish screen facilities to the area that was surveyed during Phase 1 at the intersection of the HID Main Canal and the H1 Lateral.
- **Reservoir Parcel (Parcel 04306210000):** This will include a boundary survey and topographic mapping of most of the reservoir parcel (as an optional item) and will include the following:
 - Location and mapping of the parcel boundary.
 - Topographic survey of the portion of the reservoir parcel that will be impacted by reservoir, inlet, outlet, and spillway construction.
- **Survey of the Existing Independent Canal Intake Channel and Screening Facility:** This will include a survey of the existing Independent Canal fish screening facility and the channel adjacent to that facility, along with the portion of the hillside that is not mapped as part of the reservoir parcel survey. Survey of this area is needed to support design of the spillway connection to the Dungeness River adjacent to the Independent Canal intake facilities.

Because the reservoir parcel is large, topographic data of the site will likely be acquired from aerial imagery and airborne Light Detection and Ranging (LiDAR) data with a planned raw point density of 20 points per square meter, which is much more refined than the publicly available LiDAR data that were used for the preliminary design. Parametrix will subcontract with a LiDAR contractor to gather this refined LiDAR data. The imagery and the aerial LiDAR data will be used to prepare topographic mapping at a scale of 1 inch equals 20 feet with 1-foot contours. Additional ground mapping will be performed in areas where LiDAR penetration is insufficient to acquire desired accuracy for 1-foot contours or where additional data are needed to adequately capture key surface features. Boundary survey will include research of public records and a retracement of property lines. The setting of property corners is not included. The Phase 2 topographic survey base map will be compiled with the

Phase 1 topographic survey base map to create a complete base map that will provide a basis for detailed design.

Subtask 2-3.1 Assumptions

- Clallam County will coordinate access to all areas requiring surveys. A gate key for access to the reservoir site maintained by Anchor QEA will be provided to the surveyor, as needed, to complete the work.
- For safety reasons, survey personnel will not be allowed to enter enclosed utility structures. We do not anticipate any entry into enclosed utility structures will be needed to complete the work outlined in this task. If entry is required, these structures will be detailed and inventoried only to the extent feasible from the surface.
- All electronic mapping will be completed in AutoCAD Civil 3D based on American Public Works Association (APWA) drafting standards unless specified elsewhere.
- Survey field crews may need to perform minor brushing with machetes to conduct this survey. It is assumed that any permission needed to do so will be secured by Clallam County.
- Anchor QEA will inform the County about the schedule of the survey. Clallam County will coordinate permission with the Washington State Department of Natural Resources (DNR) and the City of Sequim to complete the work.

Subtask 2-3.2: Phase 2 Geotechnical Explorations and Recommendations

Anchor QEA will subcontract with Shannon & Wilson to complete Phase 2 geotechnical explorations and engineering design recommendations. Additional geotechnical explorations are needed to supplement information collected during the Phase 1 geotechnical explorations. The locations, anticipated depths, and types of Phase 2 geotechnical explorations are shown on the maps provided as Exhibit A. The number, type, and depth of the Phase 2 explorations included in this SOW were selected based on the following:

- Findings of the Phase 1 exploration program
- The selected location, extent, and depth of the reservoir
- Key geotechnical engineering considerations identified during preliminary design

The Phase 2 geotechnical exploration program will include the following work: ✓

- **DSO Consultation:** Coordinate with the Ecology DSO to advise them of the Phase 2 exploration program and to obtain input on specific requirements they may have that are relevant to the subsurface conditions encountered during Phase 1 and Phase 2.
- **Seismic Reconnaissance:** Perform a seismic-geologic reconnaissance of the site, focusing on the layering offsets identified on the bluff during our Phase 1 reconnaissance.

- **Geophysical Survey:** Perform a seismic refraction geophysical survey to estimate the depth to top of the glacial till layer that underlies the project site. This survey will be completed with the support of a geophysical survey subconsultant, as follows:
 - Clear limbs off trees in the southern portion the site along each seismic refraction line. Limbing or selective pruning of trees will be limited to only what is needed to create sight lines for the geophysical survey.
 - Calibrate the geophysical survey results to existing boring data from Phase 1 prior to completing the survey for the remaining site area. The Phase 2 exploration program will be staged such that the data from the geophysical survey can be reviewed and the boring and test pit locations can be shifted accordingly based on estimated depth to top of till determined from the geophysical survey.
 - If the processing and calibration of the geophysical data indicate that surface geophysics are not effective for mapping depth to top of till at the site, additional borings will be required, and the exploration plan will be revised accordingly.
- **Boring and Test Pit Locations:** Mark boring and test pit locations in the field prior to completing these explorations and coordinate with utility locate services to avoid impacts to public and private utilities, as follows:
 - Contact the 811 call-before-you-dig utility locate service.
 - Perform a private utility locate at each proposed exploration location. We do not anticipate that private utilities will be found on site, but a check for private utilities at each proposed exploration location will be completed as part of the standard practice in preparing sites for subsurface explorations.
- **Borings:** Subcontract with a licensed driller to perform sonic core borings at the selected exploration locations, including the following:
 - Selected locations at the reservoir site.
 - One boring at the proposed location of the inlet flow control structure on the HID Main Canal near the upstream end of the H1 Lateral.
 - One boring at the proposed location of the settling basin at the upstream end of the HID Main Canal near the HID fish screening structure.

The borings will include standard penetration tests (SPTs) at select depths to confirm the seismic site class and obtain information about soil strength and liquefaction potential. The proposed budget for this task assumes that the proposed borings will be completed in two phases. Borings on the HID Main Canal at the inlet flow control structure and near the HID fish screening structure would be completed first. These borings will be completed within the HID Main Canal easement and should not require approval from DNR. Completion of borings on the reservoir site will require approval from DNR or an agreement between Clallam County and DNR to purchase the property. That approval or agreement may take longer and so the borings at the reservoir site may need to be completed later.

- **Shear Wave Velocities:** Perform OYO Corporation suspension logging to obtain seismic shear wave velocities in one deeper boring to be drilled within or near the reservoir perimeter embankment footprint.
 - The shear wave velocities will be used to confirm seismic site class and allow for development of design ground motion response spectra.
- **Observation Wells:** Install observation wells with vibrating wire piezometers in three borings at the reservoir site. The well screen intervals for borings at the reservoir site will be isolated within the till material. An observation well will also be installed in the boring at the proposed location of the settling basin.
- **Hydraulic Conductivity:** Perform hydraulic conductivity testing, such as falling head or constant head tests, in the three wells isolated in the till material.
 - A data logger will be installed in each boring to collect data from the hydraulic conductivity testing.
 - The observation wells may be abandoned during the field exploration program after the hydraulic conductivity testing has been performed, or they may remain in place to collect groundwater measurements in the till over time.
- **Test Pits:** Shannon & Wilson will subcontract and observe the excavation of three test pits at selected locations to obtain large samples of the older alluvium (near-surface soil unit) for gradation testing.
 - The test pits will be used to characterize subsurface conditions and excavation considerations and to obtain large-volume samples for further assessment of material for on-site processing and use in embankments.
 - Clearing may be required for equipment access.
 - Stripping may be required at and around the test pits. The test pit exploration program will include up to three large-scale gradation estimates of the on-site older alluvium.
 - Large-scale gradation estimates will include field measurements of cobbles and boulders using a Wolman Count method combined with laboratory sieve testing.
- **Laboratory Testing:** Perform laboratory testing on selected samples retrieved from the explorations including soil characterization, index testing, grain size distribution, strength tests, hydraulic conductivity tests, and compaction tests. The following will apply:
 - Test results will be used to select engineering parameters to be used for seepage and stability evaluations of the reservoir embankment and its foundation.
 - The test results will also be used for evaluation of the potential for processing on-site materials to produce reservoir embankment filter and drainage zone aggregates.
 - If, based on results from field infiltration tests in observation wells and laboratory hydraulic conductivity test, it is determined the glacial till does not meet the hydraulic conductivity requirements for the reservoir liner and core material, laboratory testing on

up to four reworked till samples mixed with varying amounts of bentonite (e.g., 2%, 4%, etc.) may be performed.

- **Geotechnical Data Report:** Prepare a Geotechnical Data Report that presents the data collected during both the Phase 1 and Phase 2 geotechnical exploration programs. The report will build on the Phase 1 Geotechnical Data Report.

Maps illustrating the extent and preliminary locations of the Phase 2 geotechnical explorations are included in Exhibit A. The locations may change depending on the initial results and calibration of the geophysical survey.

Subtask 2-3.2 Assumptions

- Anchor QEA will subcontract with firms for private utility locate, geophysical surveys (downhole and seismic refraction), borings, test pits, tree limbing and clearing, and large soil sample gradation testing.
- Clallam County will coordinate access to all areas requiring geotechnical explorations, including securing a land use license from DNR for work at the reservoir site. A gate key for access to the reservoir site maintained by Anchor QEA will be provided to Shannon & Wilson, as needed, to complete the work at the reservoir site. Access to the boring near the proposed inlet flow control structure on the HID Main Canal at the upstream end of the H1 Lateral will be coordinated by Clallam County with HID. Access for the boring near the settling basin at the upstream end of the HID Main Canal near the HID fish screens will be coordinated by Clallam County with HID and the City of Sequim, which owns the adjacent property.
- The proposed SOW does not include explorations for an infiltration facility, pipelines, or other appurtenant structures and facilities associated with the overland flow capture and infiltration systems. We understand these elements will be designed and constructed as a separate project using different funding sources.
- Cutting limbs along seismic refraction lines is allowed and leaving the cut limbs on the ground along the seismic lines is acceptable. Limbs will not be removed from the site or collected and piled on site.
- Permission from DNR to conduct the exploration program will be obtained by Anchor QEA or Clallam County.
- No permits will be required for adding water to wells for hydraulic conductivity testing.
- If permits for the exploration program are required, these permits will be secured prior to initiating earth-disturbing activities for this work. Where clearing and grading permits are required, obtaining those permits could delay the schedule for the geotechnical field explorations, as indicated by the schedule in Part 4 of the SOW.
- All cultural resource surveys for exploration locations will be coordinated by Anchor QEA and Clallam County and approved by Ecology at least 1 month prior to the mobilization of drilling and excavation equipment.

- Only utilities that subscribe to the 811 call-before-you-dig utility locate service are present on the site.
- Anchor QEA will subcontract with a private utility locating company to complete a private utility locate at each exploration and earth grading location prior to earth disturbing activities.
- No contaminated materials or contaminated groundwater will be encountered in the explorations.
- The limited cuttings from drilling activities that are not captured in the sonic core samples will be spread on the ground surface.
- Material excavated from test pits will be used to backfill the test pits. Test pit backfill material will be tamped with an excavator bucket but will not be compacted. The ground surface at the backfilled test pit will be smoothed, seeded (if desired), and covered with topsoil and woody debris removed from the test pit area prior to test pit excavation. The approach to restoring the areas disturbed by the test pits will be confirmed with the County to ensure that seeding does not introduce noxious weeds at the site.
- Samples collected from the exploration program will be transported to Shannon & Wilson's soil laboratory, or to a subcontracted soil laboratory, for testing.
 - After sample review and testing is complete, samples not used for laboratory testing are anticipated to be stored for 4 months in case DSO wants, or has the opportunity, to examine the samples. We will consult with DSO and the County before disposing of the samples.
- Phase 2 subsurface explorations will be performed in the following sequence:
 - The Phase 2 seismic refraction survey will occur first, with a duration of 5 consecutive work weeks.
 - Performing the seismic refraction geophysical survey first will allow for calibration with Phase 1 boring data and will allow for necessary changes to the number, location, and depths of borings and the test pit based on depth to till.
 - Phase 2 drilling will occur after the seismic refraction survey, with a duration of 8 consecutive workdays and will include up to the following:
 - Two borings to 40 feet, four borings to 50 feet, and one boring to 120 feet at the reservoir site.
 - One boring to 30 feet near the proposed location of the inlet flow control structure on the HID Main Canal near the upstream end of the H1 Lateral.
 - One boring to 30 feet near the proposed location of the settling basin structure at the upstream end of the HID Main Canal near the HID fish screens.
 - Phase 2 test pit operations will occur after drilling, with a duration of one work day and will include the following:
 - Three test pits and three large-scale gradation tests on excavated older alluvium (Wolman Count and laboratory screening of 3-inch-minus material).

Subtask 2-3.3: Utility Locations

Anchor QEA will coordinate with the City of Sequim (City) to verify the location of utilities known to exist in River Road, including the City's 12-inch asbestos-cement water main, to ensure that the design of the inlet piping at that location does not conflict with those existing utilities. Anchor QEA contacted the City during Phase 1 to inquire about the water main, and the City provided a map of the water main's general alignment. The City indicated that they would want to mobilize their own crew and vactor truck to locate the water main because of concerns about its durability. This task includes time and effort for Anchor QEA to coordinate with the City to verify the depth and location of the water main in River Road where the new inlet pipeline will cross River Road.

As part of this task, Anchor QEA will also contact other utilities, as needed, to verify that the location of buried utilities in River Road. Anchor QEA will contact those utility representatives to request as-built information to ensure that existing utilities are mapped as accurately as possible wherever buried utilities may conflict with the project.

Subtask 2-3.3 Assumptions

- The City of Sequim will provide a crew and a vactor truck to pothole and locate the existing water main in River Road at the location where the proposed inlet pipeline will need to cross the water main.
- If the City requires payment for locating the existing water main in River Road, the City will be paid directly by Clallam County.
- Other utility owners will be identified by calling the one-call utility number. Utility owners will be contacted to request as-built utility information.

Subtask 2-3.4: Verify Capacity of the HID Main Canal

Anchor QEA will coordinate with Clallam County and HID to perform flow tests and measurements to verify the approximate capacity of the HID Main Canal. As part of this exercise, Anchor QEA will walk the HID Main Canal with Clallam County, Washington Water Trust (WWT) and HID staff to measure freeboard available in critical segments of the canal (those with the lowest downslope bank) during peak irrigation diversion conditions. To the extent possible, Anchor QEA will work with HID to maximize the diversion so the canal is running close to full at the critical sections, but not overflowing. Anchor QEA will then estimate additional capacity at those critical locations by performing hydraulic calculations based on the geometry of the canal surveyed as part of Subtask 2-3.1, the flows measured at HID's intake flow at the time of observation, and input from HID. Anchor QEA will also work with Clallam County, WWT, and HID to measure flows in the HID Main Canal and HID H1 Lateral upstream and downstream of the split between the HID Main Canal and H1 Lateral. Flows will be measured using a velocity meter and recording velocities and depths across a transect.

This subtask includes up to 1 day of field work, including travel time, for an Anchor QEA engineer. This subtask assumes that HID staff will be available to walk the canal with the Anchor QEA engineer, adjust the diversion, and spill excess water diverted. Anchor QEA will work with HID to develop a plan prior to completing the field measurements.

Subtask 2-3.4 Assumptions

- Clallam County and HID will be available to assist with field measurements to verify the capacity of the HID Main Canal.
- HID staff will walk the canal with Anchor QEA staff, adjust the diversion, and spill excess water diverted.

Task 2-3 Deliverables

The following deliverables will be completed and submitted to Clallam County for review as part of Task 2-3: Phase 2 Field Data Collection:

- Phase 2 Topographic Survey (PDF format and AutoCAD Civil 3D 2020 format)
- Draft and Final Geotechnical Data Report (PDF format)
- Utility pothole report from the City of Sequim (PDF format)
- HID Main Canal capacity calculations (PDF format)

Task 2-4: Detailed Design Analyses

To complete design documents that are ready for bidding and construction, Anchor QEA will advance the design of all key project elements from the preliminary design that will be included in the Phase 2 design documents (see Table 1).

Subtask 2-4.1: Geotechnical Engineering Analyses

Phase 2 geotechnical engineering analyses will be conducted to advance the design for the various project elements and incorporate updates to the design configuration. The Phase 2 geotechnical engineering analyses will include the following:

- **Seepage and Stability:** Perform seepage and slope stability analyses incorporating the updated knowledge of subsurface conditions developed through completing Phase 2 explorations and provide recommendations for embankment slopes, internal embankment zoning, and foundation preparation.
 - Develop recommendations for seepage cutoff construction and subsurface drainage systems, where these elements are determined to be required.
- **Seismic Design:** Determine the site class based on SPT blow counts and shear wave velocity testing from the Phase 2 explorations.

- Review available information from existing studies, the United States Geological Survey (USGS), geomorphology of the site, LiDAR data, and information collected during our seismic-geologic reconnaissance to further evaluate potential for fault rupture.
- Perform Probabilistic Seismic Hazard Assessment (PSHA) using our recently updated seismic model.
 - Shannon & Wilson's preliminary evaluation shows that the Cascadia Subduction Zone (CSZ) interface and intraslab earthquakes are main contributors to the seismic hazard. Since publication of the latest USGS ground motion hazards, four Next Generation Attenuation for Subduction Zone (NGA-Sub) Ground Motion Models (GMMs) have become available; three were developed based on global seismic data with region-specific features applicable to several subduction zones, including the CSZ. Considering the proximity of the site to the CSZ and because the CSZ is a significant contributor to ground motion hazard, a site-specific assessment that includes these new GMMs is warranted. Shannon & Wilson's recently updated seismic model incorporates three NGA-Sub GMMs for CSZ interface and intraslab sources.
 - For shallow crustal sources, consider the latest available information for the Lake Creek Boundary Creek Fault and the Sadie Creek Fault. We will perform a review to determine other nearby shallow crustal sources that should be included in our PSHA.
 - Shannon & Wilson will calculate 5% damping horizontal mean uniform hazard spectra for the 500-, 1,000-, 2,500-, 5,000-, and 10,000-year return periods for a pre-determined VS30 value that we will be provided before our analysis.
 - Shannon & Wilson will provide the calculated hazard curves for the various seismic sources, deaggregation data, and plots for the structural period range of interest.
- Perform Deterministic Seismic Hazard Assessment (DSHA) using characteristic events identified from our seismic source model used for the PSHA.
 - For consistency, Shannon & Wilson will use the same GMMs and site conditions used in our PSHA. The 50th (median) and 84th (median + standard deviation) percentile deterministic spectra will be calculated for potential controlling crustal, CSZ interface, and CSZ intraslab characteristic events.
 - The controlling maximum credible earthquake spectrum will be selected to be compared to the site-specific PSHA and the 2018 USGS National Seismic Hazard Model (NSHM) mean uniform hazard spectrum (UHS).
- Provide recommended site-specific design response spectrum based on DSHA and PSHA results.

- Develop seven horizontal single component ground motion time histories for use in site response analyses and seismic deformation analyses.
- Evaluate liquefaction potential of soils based on SPT blow counts or shear wave velocity testing from the Phase 2 explorations, the steady-state phreatic surface from the seepage analyses, and site-specific design ground motions.
- Estimate liquefaction-induced settlement for the reservoir embankment.
- Perform pseudo-static stability analyses for the reservoir embankment to provide final recommendations for embankment slopes and toe berm dimensions based on site-specific design ground motions. Shannon & Wilson will use pseudo-static stability analyses to determine the yield acceleration for the embankment. Post-seismic stability analyses and pseudo-static stability analyses with reduced soil strengths will be considered if soils are determined to be potentially liquefiable.
- Perform 1D site response analyses using the ground motion time histories. Perform Newmark analyses to estimate seismic deformations of the embankment based on the yield acceleration and site-response analyses for the ground motion time histories. Final recommendations for internal embankment zones will include allowances for the estimated seismic deformations.
- **Supplemental Geologic Hazards Review:** A potential geologic hazard is a failure of the slope to the southeast of River Road that could run onto the reservoir site. This task entails performing a simplified debris flow runout calculation for the slope to the south of River Road.
 - The debris flow runout results will be used to assess the risk to the reservoir associated with this potential geologic hazard and to develop strategies to mitigate the risk, if needed.
- **Embankment Construction Materials:** Perform filter designs to determine required gradations for embankment and reservoir filter and drainage zones.
 - Review information from the test pits to evaluate potential to process on-site materials excavated for reservoir construction.
 - Material processing (e.g., screening and crushing) could be considered to produce filter sand, drainage materials, roadway surfacing aggregates, and erosion protection for use on the project.
 - Perform a mass balance of available particle sizes available from on-site borrow and the particle sizes needed for the embankment zones.
 - Identify potential quarries or aggregate suppliers for filter sand and drainage zone material or for material import to blend with on-site native material.
 - Contact quarries or aggregate suppliers to determine whether they have material that meets Project requirements, quantities of materials available, and costs for materials of interest.

- Work with the Project team to perform cost assessments for screening and production of materials on site versus importing material.
- **Reservoir Liner and Core Construction Materials:** Review hydraulic conductivity of reworked till samples to determine if bentonite amendment is required.
 - Perform laboratory testing (i.e., hydraulic conductivity testing, proctor testing, triaxial testing) on reworked till samples with varying percentages of bentonite (if required).
 - Identify potential suppliers of bentonite and obtain bentonite samples for laboratory testing, if required.
 - Work with the Project team to evaluate constructability of mixing till with bentonite during construction.
- **Geotechnical-Related Construction Recommendations:** Provide discussion of construction considerations related to site preparation, foundation preparation, groundwater management, trenching, fill material preparation and compaction.
- **Geotechnical Engineering Report:** Shannon & Wilson will prepare a Geotechnical Engineering Report summarizing our supplemental geotechnical evaluations and final recommendations.

A decision will need to be made based on the geotechnical explorations and initial engineering analyses regarding whether to design the reservoir with a core and lining consisting of native till material or whether to include a geomembrane liner to control seepage. This decision point is critical to the design of the reservoir and should be made as early as is practicable in the design process, after the geotechnical field work (Subtask 2-3.2). Anchor QEA and Shannon & Wilson will present a recommendation and the rationale for the recommendation during a virtual meeting with Clallam County early in the design process to confirm this decision point and the path forward for design.

Subtask 2-4.1 Assumptions

- A geomembrane reservoir liner will not be included in the final design. However, as noted above, a recommendation will be made and presented to Clallam County for confirmation regarding the use of till or the need for a geomembrane liner based on the results of the Phase 2 geotechnical exploration and analyses. If a geomembrane liner is required, Anchor QEA and Shannon & Wilson will review the SOW, identify impacts to the design work moving forward, notify the County of impacts to SOW and budget, and negotiate any changes in SOW and budget needed to incorporate the geomembrane liner into the design.
- The response of the reservoir is dominated by the horizontal component ground motion; vertical ground motions will not be developed for the PSHA.
- There is sufficient free space available on the site for the selected seismic stabilization toe berm configuration (i.e., without encroaching on the bluff, BPA easement, or River Road right-of-way) or the reservoir footprint can be shifted to allow for the toe berm, if different from the 30% design configuration. If pseudo-static stability and Newmark analyses indicate

that a larger toe berm that exceeds the available free space is required, other seismic stabilization mitigation designs may need to be considered.

Subtask 2-4.2: Final Design Studies and Final Basis of Design Report

Anchor QEA will revise and refine the technical studies that were initiated during Phase 1 to support the development of detailed designs for the project. The following technical studies will be finalized as part of this task:

Hydrology and Hydraulic Analysis

Anchor QEA will prepare a Hydrology and Hydraulics Report to summarize the analysis of hydrology and hydraulics completed for the reservoir design. The Hydrology and Hydraulics Report will be prepared to meet DSO requirements and will summarize the following:

- **Design Step Selection:** Anchor QEA will complete and include the worksheet from DSO for selection of design and performance goals for critical project elements. This will be in iterative task in which an initial section will be made and then the dam breach and downstream inundation analysis will be completed to identify the property and persons at risk. This information will be brought back into the worksheet to confirm the appropriate design step to be used for design of the spillway and other critical project elements.
- **Selection of the Design Storm:** Hydrologic analysis will be completed using spreadsheets developed by DSO to evaluate precipitation, select a design storm, and develop a design storm hyetograph.
- **Calculation of the Inflow Design Flood (IDF):** The IDF will be calculated based on the design storm hyetograph and the area of the proposed reservoir. The IDF will assume that the reservoir will be surrounded by the reservoir embankment, which will limit natural inflows to only the precipitation that falls on the reservoir.
- **Sizing and Hydraulic Analysis of Spillway Facilities:** Hydraulic analysis will be performed using a drop inlet spillway sizing spreadsheet provided by DSO and backwater hydraulic analysis spreadsheets developed by Anchor QEA to confirm that the spillway is large enough to convey the IDF away from the reservoir while maintaining the required freeboard under design storm conditions.
- **Freeboard Analysis:** Freeboard analysis will be completed to ensure that the reservoir provides adequate freeboard to prevent overtopping with wind runoff during design storm conditions.
- **Dam Breach Analysis:** Anchor QEA will develop a dam breach model to estimate the shape and size of a breach in the embankment and to calculate the peak flow rate that would be released through a dam breach. Anchor QEA will evaluate a breach at the outlet, near the center of the west side of the reservoir, and near the center of the east side of the reservoir.

- **Downstream Inundation Analysis:** Anchor QEA will develop a one-dimensional (1D) hydraulic model using the U.S. Army Corps of Engineers (USACE) HEC-RAS hydraulic modeling software or other applicable hydraulic modeling software to model the path of a breach flood and the extent of inundation that would result in each of the dam breach scenarios evaluated. The inundation analysis will be used to evaluate risk to downstream properties and people and to inform design step selection. Anchor QEA will meet with the County to review the results prior to finalizing the mapping for public presentation. The inundation analysis will also be used to inform the need for placement of excess excavated material as a deflection berm or other site feature that could prevent a breach flood from inundating downstream properties or reduce the impact of the breach flood on those properties.

All these analyses, except the dam breach and downstream inundation analyses, were initiated to support development of the preliminary design of the reservoir and appurtenant facilities during Phase 1. This work will refine the analyses based on updated design information. The results of the analyses will be summarized in a stand-alone Hydrology and Hydraulics Report that will be submitted to DSO, as required for their review and approval of a dam construction permit.

Reservoir Operations Plan and Analysis

Anchor QEA will prepare a report summarizing recommendations for operation of the reservoir. As part of the Preliminary Basis of Design Report prepared during Phase 1, Anchor QEA summarized anticipated reservoir operations and developed a water balance spreadsheet to model reservoir inflows, losses, and releases on a monthly time step based on water available from the Dungeness River and anticipated reservoir operations. Anchor QEA also summarized anticipated controls and automation that would be incorporated into the reservoir design.

As part of this analysis, Anchor QEA will refine the summary of anticipated reservoir operations, update and refine the water balance model, and provide more-detailed recommendations for controls and automation of key reservoir facilities. This work will be summarized in the final Basis of Design Report. A summary of reservoir operations will also be incorporated into the Operations and Maintenance (O&M) Manual to be developed under Task 2-8.

Water Quality Analysis

Anchor QEA completed a water quality analysis to support the preliminary design of the reservoir and appurtenances. That analysis was summarized in the Preliminary Basis of Design Report as part of the Phase 1 work. It included review of water quality in similar existing lakes and development of analyses of nutrient loading (total phosphorus), seasonal temperature stratification in the reservoir, impacts from waterfowl waste, and depletion of dissolved oxygen. The irrigators who will be using the water have expressed additional concerns about bacteria, suspended solids, and other water quality issues. Clallam County has initiated a robust water quality sampling effort to better

understand the quality of water delivered through the existing irrigation system to the downstream water users. This includes sampling of water from ditches, canals, and other facilities that is either diverted from the Dungeness River and or captured as overland flow. The sampling will establish a baseline for comparison against the projected water quality of reservoir releases. This information will help Anchor QEA evaluate the need for incorporating features into the design that will limit not only access to the reservoir by waterfowl but also other sources of bacteria.

As part of the Phase 2 work, Anchor QEA will refine and expand our analysis of water quality to include nutrient loading, seasonal temperature stratification, waterfowl waste, depletion of dissolved oxygen, and bacteria content. We understand that the enterobacterium *Escherichia coli* is of particular concern to growers of leafy green vegetables. We also understand that there are organic farmers who rely on consistent water quality to grow organic produce. As part of this analysis, Anchor QEA will review applicable standards and requirements, establish a baseline of existing water quality based on data available from the County and Streamkeepers, and estimate the impact of the reservoir on key constituents to determine whether the design needs to incorporate management measures to ensure the water quality released from the reservoir is adequate for irrigation purposes. Anchor QEA and Clallam County will also meet with farmers to discuss water quality concerns and means to address those concerns. We assume Clallam County will arrange the meeting.

The refined water quality analysis will be summarized directly in the final Basis of Design Report. The water quality summary will include a summary of the results of the analysis and recommendations for elements that have been incorporated into the design to help address water quality issues.

HID Drought Pumping Evaluation

HID has expressed an interest in incorporating into the reservoir design a pump station to supplement flow during drought conditions to HID water users that cannot be served by gravity releases from the reservoir. These include properties that are irrigated with water conveyed through the HID Main Canal downstream of the flow split to the HID H1 Lateral. Anchor QEA understands that Washington Water Trust (WWT) is working with HID to define better which properties cannot receive water released by gravity from the proposed reservoir and how much flow is typically required to serve those properties. HID has indicated that during drought conditions they are not able to convey as much flow as would normally be needed to irrigate these properties. A drought relief pump station would provide some flexibility in allowing HID to pump water from the reservoir to the HID Main Canal to supplement the flow to these properties.

In Phase 1, Anchor QEA developed an order-of-magnitude opinion of cost for these facilities based on a very rough sizing of pumps and identification of other critical components needed for a drought relief pump station. However, no detailed analyses, evaluations, or development of a design has been completed for this element. If warranted by the work WWT is doing with HID to evaluate flows in the HID Main Canal and H1 Lateral, Anchor QEA proposes to prepare, as part of Phase 2, a

short feasibility-level memorandum evaluating the potential for a drought relief pump station, estimating its impact on water storage in the reservoir, and assessing its potential to supplement flows to HID water users that cannot be served by gravity releases from the reservoir. This memorandum will include a schematic layout of pumping facilities and an indication of how pumping facilities could be connected to either the inlet pipeline or the overland flow capture pipeline to convey water back to the HID Main Canal.

This evaluation will not include detailed design of the drought relief pump station or development of detailed drawings or specifications for the facility. Anchor QEA will review the findings of the memorandum with Clallam County, which will then schedule time to review the findings with HID personnel. If the County determines that inclusion of the drought pumping station is warranted, Anchor QEA will develop an amendment to this SOW to include design of the pump station and will incorporate the pump station design into the drawings, specifications, and bid package prepared as part of Task 2-5.

Final Basis of Design Report

Anchor QEA will prepare a Final Basis of Design Report that will summarize all the technical studies and other pertinent design information. The Final Basis of Design Report will include an overview of the project, a summary of the key findings from the technical studies, a summary of permits and requirements, the final opinion of probable costs, figures, maps, exhibits, preliminary design drawings, and other supporting documents and calculations (incorporated as appendices). The Final Basis of Design Report will build upon the Preliminary Basis of Design Report completed during Phase 1. Stand-alone reports required for permitting and DSO approval, such as the Hydrology and Hydraulics Report, the Geotechnical Data Report, and the Geotechnical Engineering Report, will be included by reference and summarized in the Final Basis of Design Report.

Subtask 2-4.2 Assumptions

- Detailed design of the drought pumping station is not included in this SOW. If the County determines that inclusion of the drought pumping station in the project is warranted based on the feasibility-level evaluation, an amendment to this SOW and budget will be prepared to include design of the drought pumping station in the drawings, specifications, and bid package to be prepared as part of Task 2-5.
- The Final Basis of Design Report and technical studies will be developed from the Preliminary Basis of Design Report and technical studies completed as part of Phase 1.

Task 2-4 Deliverables

The following deliverables will be completed and submitted to Clallam County for review as part of Task 2-4: Detailed Design Analyses:

- Draft and Final Geotechnical Engineering Report (PDF format)

- Draft and Final Hydrology and Hydraulics Report (PDF format)
- Final Basis of Design Report (PDF format, up to five hard copies), which will incorporate:
 - Updated and revised information presented in the Preliminary Basis of Design Report
 - The Geotechnical Engineering Report, by summary and reference
 - The Hydrology and Hydraulics Report, by summary and reference
 - Other stand-alone reports related to the project, by summary and reference
 - The final water quality analysis, as a section in the report
 - The final reservoir operations analysis and plan, as a section in the report
 - The wetland and ordinary high water mark (OHWM) delineation results, as a section in the report
 - Environmental and permitting analyses, as a section in the report
 - Final design drawings, as an appendix to the report
 - Other pertinent design calculations and information, as appendices to the report

Task 2-5: Detailed Design Documents

Detailed design documents will be developed for all of the key elements indicated in Table 1 for inclusion in the Phase 2 detailed design. Construction of these elements will be funded through a mix of grants that may require development of some design elements on different timelines. Clallam County was awarded a WaterSMART Grant by the U.S. Bureau of Reclamation that will fund construction of the following items:

- Highland Irrigation District (HID) intake facility and screening improvements
- A new settling basin at the upstream end of the HID Main Canal
- A new flow control structure on the HID Main Canal at the upstream end of the inlet pipeline
- The inlet pipeline that will replace the H1 Lateral from the HID Main Canal to the reservoir.

The timeline for use of the WaterSMART Grant funds requires construction of these items by March of 2024. The design of these elements may need to be accelerated, depending on how quickly the field work and design work for other key elements can be completed. To accommodate this schedule, the budget assumes that detailed design documents for these key elements may be completed separately and on a shorter timeline than the design of the other key elements. Anchor QEA will work with Clallam County to complete design documents as efficiently as possible on a timeline that satisfies funding requirements.

Subtask 2-5.1: 60% Design

Anchor QEA will complete the following design documentation as part of the 60% design step:

- **Design Drawings:** Anchor QEA will prepare 60% design drawings using AutoCAD Civil3D, including refinement of drawings developed as part of the preliminary design and development of drawings to the 60% complete level. The drawings will include revisions or

refinements that reflect the findings and recommendations from the Phase 2 site investigations, technical studies, and Final Basis of Design Report. Exhibit B includes a list of all the drawings that are anticipated to be completed at the 60% design stage, with an indication of those that were developed as part of the preliminary (30%) design and those that are anticipated to be added at the 90% and final design stages. The drawing list will be updated as the detailed design drawings are compiled. At the 60% design stage, many of the details will be only partially developed or may not be developed at all. Placeholders will be provided so that it is clear what details will be added in subsequent iterations.

- **Technical Specifications Outline:** As part of 60% design, Anchor QEA will prepare an outline of the technical specifications to be developed for the project. This task assumes that specifications will be developed in Construction Standards Institute (CSI) format.
- **Opinion of Probable Costs:** Anchor QEA will prepare an opinion of the probable costs to construct the project that reflects the elements included in the 60% design.

Anchor QEA will coordinate development of the 60% design documents with our subconsultants. Key design inputs to the drawings, specifications, and opinion of probable costs will be provided by Shannon & Wilson, Pacific Engineering and Design, and HDR.

Subtask 2-5.1 Assumptions

- The permit-ready design drawings prepared as part of Task 2-1 will be the starting point for developing 60% complete drawings, specifications, and opinion of probable costs.
- Design drawings will be prepared using AutoCAD Civil 3D.
- Technical specifications will be prepared in CSI format. The outline will reflect that format.

Subtask 2-5.2: 90% Design

Anchor QEA will complete the following design documentation as part of the 90% design step:

- **Response to Comments on 60% Design:** Anchor QEA will prepare written responses to written comments provided during review of the 60% design deliverables.
- **Design Drawings:** Anchor QEA will prepare 90% design drawings, including refinement of drawings developed as part of the 60% design to the 90% complete level and the addition of survey control and other details needed to complete the design drawings to the 90% complete level.
- **Draft Specifications:** As part of 90% design, Anchor QEA will prepare a complete set of draft technical specifications for the project in CSI format.
- **Opinion of Probable Costs:** Anchor QEA will prepare an updated opinion of the probable costs to construct the project that reflects the elements in the 90% design.

Subtask 2-5.2 Assumptions

- Anchor QEA will prepare responses to one consolidated set of comments provided by Clallam County following review of the 60% design deliverables.
- Design drawings will be prepared using AutoCAD Civil 3D.
- Technical specifications will be prepared in CSI format. The specifications will be prepared to meet DSO requirements.

Subtask 2-5.3: Final Design

Anchor QEA will finalize all design documents for bidding and construction, as follows:

- **Response to Comments on 90% Design:** Anchor QEA will prepare written responses to written comments provided during review of the 90% design deliverables.
- **Design Drawings:** Anchor QEA will prepare final design drawings, including refinement of drawings developed as part of 90% complete level and addition of any remaining details.
- **Specifications:** As part of the final design, Anchor QEA will finalize the technical specifications for the project in CSI format.
- **Opinion of Probable Costs:** Anchor QEA will prepare a final opinion of the probable costs to construct the project that reflects the elements in the final design. The cost estimate will be reviewed by the independent cost estimator.

Subtask 2-5.3 Assumptions

- Anchor QEA will prepare responses to one consolidated set of comments provided by Clallam County following review of the 90% design deliverables.
- Assumptions listed for other design subtasks will apply to this subtask.

Subtask 2-5.4: Constructability and Quality Assurance/Quality Control Reviews

Throughout the project, Anchor QEA will implement our QA/QC practices. These include early and regular engagement with Anchor QEA's principal technical reviewers, formal QA/QC reviews of each design deliverable before submittal to the County and others for review, and formal peer reviews by key team members who are not involved in the day-to-day development of the design including our construction and cost estimating subconsultant, Ott-Sakai, and an expert from one of our engineering subconsultants, HDR. The Anchor QEA senior construction manager will also review design drawings, specifications, and opinions of probable costs at each design step to ensure that the design effort results in a project that can be successfully funded and constructed.

Subtask 2-5.4 Assumptions

- Constructability and QA/QC reviews will be completed by principal-level staff.

Subtask 2-5.5: Preparation of the Final Bid Package

Anchor QEA will compile a final bid package that will consist of the following:

- Bidding instructions and bid forms, developed from templates provided by Clallam County
- A construction contract, developed from templates provided by Clallam County
- Final technical specifications, stamped and signed by Anchor QEA's project manager
- Final design drawings, stamped and signed by Anchor QEA's project manager
- Permits and other supporting documents

A draft bid package will be prepared and submitted to the Clallam County for review. Comments will then be incorporated into a final bid package. The final bid package will be provided in PDF format for reproduction and use in bidding and constructing the project.

Subtask 2-5.5 Assumptions

- Clallam County will provide templates for bidding documents and a construction contract, Anchor QEA will work with Clallam County to customize those documents for this project.
- The bidding documents and construction contract will be compiled with the specifications, design drawings, permits, and other supporting documents to create the final bid package that will be used for bidding and constructing the project.
- Clallam County's review of the bid package will be focused primarily on the format of the package and the content of the bidding documents and construction contract. It will not include additional review of the design documents.
- If possible, Anchor QEA will prepare one bid package that includes all project items, including those that will be constructed with funding from the WaterSMART grant and those that will be constructed with other funding. Anchor QEA will work with Clallam County to determine whether the timing and grant requirements allow for development of a single bid package and bidding the entire project at the same time.

Task 2-5 Deliverables

The following deliverables will be completed and submitted to Clallam County for review as part of Task 2-5: Detailed Design:

- 60% Design Drawings (PDF format, up to five hard copies)
- 60% Technical Specifications Outline (PDF format)
- 60% Opinion of Probable Costs (PDF format)
- Response to comments on 60% Design (PDF format)
- 90% Design Drawings (PDF format, up to five hard copies)
- 90% Draft Technical Specifications (PDF format, up to five hard copies)
- 90% Opinion of Probable Costs (PDF format)
- Response to comments on 90% Design (PDF format)

- Final Design Drawings (PDF format, AutoCAD Civil 3D 2020 format, up to five hard copies)
- Final Technical Specifications (PDF format, Microsoft Word format, up to five hard copies)
- Final Opinion of Probable Costs (PDF format)
- Final Bid Package (PDF format, up to five hard copies)

Task 2-6: Permitting

As part of this task, Anchor QEA will work with the County and the local, state, and federal agencies and tribes that will need to permit and approve the project to confirm permit needs and coordinate pre- and post-application to facilitate approval. Anchor QEA will complete permit applications, supporting documentation, drawings, reports, and other information needed to secure permits and regulatory approvals for the project. The effort will be completed as follows:

Subtask 2-6.1: Agency Coordination

Anchor QEA will coordinate with the regulatory agencies that will need to issue permits for the project, as follows:

- **Pre-Planning Meeting:** Anchor QEA will schedule and facilitate a pre-planning meeting and site visit with applicable regulatory agencies to confirm key assumptions and information needed for successful permitting.
- **Early Coordination:** Anchor QEA will conduct early coordination with the County and Ecology to confirm who will lead State Environmental Policy Act (SEPA) and National Environmental Policy Act (NEPA) review of the project and the anticipated level of SEPA and NEPA review.
- **Design and Pre-Application Coordination:** Anchor QEA will coordinate with the regulatory agencies and tribes during design and will conduct a pre-application meeting prior to submitting permit applications.

Subtask 2-6.1 Assumptions

- Anchor QEA's project manager and permitting specialist will participate in the coordination of the meetings listed above. Meetings will be held near the project site in Sequim.

Subtask 2-6.2: Prepare Permit Applications

Anchor QEA will prepare all required permit applications and supporting documentation, as follows:

- **Permit Applications:** Required permit applications and environmental compliance documents are expected to include the following:
 - Federal Permits
 - Clean Water Act, Section 404 Compliance via a Joint Aquatic Resource Permit Application (JARPA), submitted to the USACE
 - Endangered Species Act consultation with the National Marine Fisheries Services and the U.S. Fish and Wildlife Service, triggered by the JARPA

- National Historic Preservation Act Section 106 (cultural resources) consultation with the Washington State Department of Archaeology and Historical Preservation (DAHP) and the Native American Tribes, triggered by the JARPA
- Clean Water Act, Section 401 Water Quality Certification issued by Ecology, triggered by the JARPA
- NEPA compliance, because the project will receive federal funding from the U.S. Bureau of Reclamation, and threshold determination
- State Permits
 - Hydraulic Permit Approval (HPA) issued by the Washington Department of Fish & Wildlife
 - SEPA checklist and threshold determination, completed by the SEPA lead (assumed to be Clallam County)
 - National Pollutant Discharge Elimination System Construction Stormwater Permit (including preparation of a Construction Stormwater Pollution Prevention Plan [SWPPP])
- Local Permits
 - Shoreline Substantial Development Permit (SSDP) issued by Clallam County for any work occurring within 200 feet of the OHWM along the Dungeness River
 - Critical Areas Approval issued by Clallam County with the SSDP
 - Floodplain Consistency from, including a memorandum prepared by the project engineer demonstrating compliance with floodplain regulations
 - Building and/or Clearing and Grading Permit, issued by Clallam County for construction of structures and clearing and grading work
 - Stormwater Permit, including stormwater application and drainage plan
- **Supporting Documentation and Permit Drawings:** To support the permit applications, Anchor QEA will prepare permit drawings formatted for the JARPA application from the permit-ready design drawings prepared as part of Task 2-1. Anchor QEA will also prepare the following documents to support permit applications:
 - Supplemental Cultural Resources Investigation (will be completed as part of the Phase 1 SOW, but submitted with permit applications)
 - Biologic Assessment (for both NEPA and SEPA compliance)
 - SEPA Checklist
 - Construction SWPPP
 - Critical Areas Report
 - Floodplain Consistency Memorandum
- **SEPA/NEPA Determination:** Early determination of whether the project represents a significant impact under SEPA and NEPA (if the project receives federal funding) will be critical to the timeline for permitting the project. Anchor QEA will complete the SEPA checklist and

the Biological Assessment and will coordinate with the County and the federal funding agency to arrive at a determination of what will be needed to comply with SEPA and NEPA.

Anchor QEA recommends that SEPA and NEPA determinations be made as early as possible during Phase 2. If something more than the SEPA checklist and Biological Assessments are required to comply with SEPA and NEPA, such as a project-level environmental impact statement (EIS), early determination of those requirements will be critical to revising the SOW, schedule, and budget to prepare an EIS.

Subtask 2-6.2 Assumptions

- Clallam County will act as the SEPA lead agency for the purposes of ensuring SEPA compliance and will make a SEPA determination.
- The federal funding agency (likely the Federal Emergency Management Agency, Bureau of Reclamation or U.S. Corps of Engineers) will act as the NEPA lead agency for the purpose of ensuring NEPA compliance and will make a NEPA determination.
- Anchor QEA will complete a SEPA checklist, JARPA, and the online HPA submittal to support review of the proposed project by the USACE, Ecology, Washington Department of Fish & Wildlife, and Washington State Department of Natural Resources.
- Due to the uncertainty associated with the regulatory agency review process, Anchor QEA cannot guarantee the outcome of the permitting processes and whether the approvals required for the project will ultimately be issued by the applicable regulatory agencies.
- If additional environmental analyses or studies are required to secure permits for the project that have not been identified in this SOW (e.g., additional site surveys or an EIS), Anchor QEA will complete the additional analyses or studies, as requested by Clallam County, under an amendment to this SOW and budget.
- This SOW does not include time for negotiating potential mitigation requirements or development of a mitigation plan. If compensatory mitigation is required for the project, Anchor QEA will complete the additional work, as requested by Clallam County, under an amendment to this SOW.
- Water rights documentation and permitting needed to support the project will be completed by the WWT.
- For all draft deliverables except meeting agendas, Anchor QEA will respond to comments provided by the County and the Dungeness Reservoir Work Group and will develop the final deliverable based on those comments. It is anticipated that comments will be consolidated, as much as possible, and that they will be provided within a specified time frame determined by Clallam County and communicated to Anchor QEA.

Task 2-6 Deliverables

The following deliverables will be completed and submitted to Clallam County for review as part of Task 2-6: Permitting:

- Regulatory Agency Coordination Meeting Notes (PDF format)
- Permit Applications and Supporting Documents (PDF format)

Task 2-7: Dam Construction Permit

In Phase 1, Anchor QEA initiated consultation with the Ecology DSO to confirm information needed to support the dam construction permit and to engage DSO early in the project. Our project team will continue to consult with DSO and will prepare the Dam Construction Permit application and supporting documentation. A Dam Construction Permit application will be submitted with the requisite fee during the Phase 2 design process. Ultimately, it is anticipated that DSO will require submittal of the following documents for review before issuing a Dam Construction Permit:

- A cover letter summarizing the project and introducing the deliverables
- A Dam Construction Permit application
- Engineering reports, including the following:
 - The final Geotechnical Data and Engineering reports summarizing the data and recommendations generated as part of the Phase 1 and Phase 2 geotechnical explorations and engineering analyses (see Tasks 2-3.2 and 2-4.1)
 - A final Hydrology and Hydraulics Report summarizing the results of the hydrologic and hydraulic analyses developed in Phase 1 and refined in Phase 2 (see Task 2-4.2)
- Detailed design drawings, as outlined in Task 2-5
- Technical specifications, as outlined in Task 2-5
- Construction Inspection Plan, a short report, developed as required by DSO dam construction guidance documents, outlining specific construction activities, quality assurance testing, inspections, construction management, record keeping, and reporting during construction
- O&M plan, as outlined in Task 2-8
- Emergency Action Plan developed, as required by DSO dam construction guidance documents, to summarize the analysis of downstream risk from a dam breach and breach flood inundation for the proposed reservoir, based on the downstream inundation analysis. The Emergency Action Plan will also provide guidance on response and actions to be taken in the event of a dam breach or other emergency related to reservoir operations.

Anchor QEA will consult with Ecology DSO throughout Phase 2 to engage them in assessing the Phase 2 geotechnical exploration program, invite them to observe ongoing explorations, obtain DSO input on the reservoir design, and coordinate with them to review design documents at the design iterations identified in Task 2-5. Anchor QEA will incorporate DSO's input as the project progresses and as the design of the reservoir and embankment are developed. The final Dam Construction

Permit application and reports will be submitted for approval as the design nears completion so that a Dam Construction Permit can be secured in time to construct the improvements. This task will include up to three meetings with DSO in person or via WebEx to coordinate the design and receive comments on draft design documents and reports. Anchor QEA will also coordinate with DSO, as needed, over the phone and through email throughout the design process, to facilitate DSO reviews and Dam Construction Permit approval. Anchor QEA will revise the deliverables to reflect any additional comments provided by DSO as needed to secure final Dam Construction Permit approval from DSO.

Subtask 2-7.1 Assumptions

- DSO requirements will be as outlined in this SOW. If DSO requests additional information that requires additional work, Anchor QEA will complete that work under an amendment to this SOW and budget.
- Up to three coordination meetings will be held with DSO, either in person at Anchor QEA's office in Tacoma or Seattle, or via WebEx (depending on current health restrictions).

Task 2-7 Deliverables

The following deliverables will be completed and submitted to Clallam County for review prior to submitting documents to DSO as part of Task 2-7: Dam Construction Permit:

- Dam Permit Application and Supporting Documents (PDF format)

Task 2-8: Operations and Maintenance

Key considerations for project O&M include the need to control sediment accumulation and clean sediment from the reservoir, maintenance of water quality in the reservoir, potential for incorporating hydro or solar energy generation to offset operating costs, and developing a clear understanding of O&M requirements, as outlined in Ecology DSO guidelines. This task will include the following:

Subtask 2-8.1: Define O&M Needs and an Opinion of Long-Term Operating Costs

Anchor QEA will review Ecology DSO requirements for O&M of key reservoir components and will outline O&M requirements for all key project elements. Anchor QEA will also schedule and participate in a meeting with Clallam County and key members of the Dungeness Reservoir Work Group to discuss O&M needs, roles, and responsibilities. An opinion of the probable long-term operating costs associated with these O&M activities will also be developed.

Subtask 2-8.1 Assumptions:

- Clallam County and HID will confirm the proposed management and intended long-term operating responsibilities for the reservoir and related facilities.

Subtask 2-8.2: Evaluate Feasibility for Incorporating Energy Generation (Optional)

Anchor QEA will work with HDR to evaluate the potential for including some form of power generation to offset operating costs. Potential power generation options could include small hydropower on the inlet or outlet facilities, or solar power. Our team will consult with solar companies, small hydropower facility manufacturers, the state energy office, the Clallam County Public Utility District, and others to understand where these solutions have been implemented and to evaluate the potential to incorporate one of these options into the project. A short memorandum will be prepared to outline the results of this evaluation.

Subtask 2-8.2 Assumptions

- This task will not include detailed engineering design of energy-generation facilities.

Subtask 2-8.3: Operations and Maintenance Plan

Anchor QEA will prepare an O&M plan for the project. The O&M plan will be prepared using the template provided by the Ecology DSO to meet dam construction permit requirements, but it will be customized to include O&M procedures and recommendations for all key project elements. The O&M Manual will build on the O&M information prepared for and included in the Preliminary Basis of Design Report as part of Phase 1. The O&M Plan will include summary tables outlining O&M activities, number of personnel and effort required for each activity, and the schedule and frequency for each activity. Estimated costs for O&M activities will be prepared and Anchor QEA will participate in discussions with Clallam County and irrigators about O&M responsibilities and cost sharing.

Subtask 2-8.3 Assumptions

- The O&M Plan will be prepared using the template provided by the Ecology DSO.
- Clallam County and HID will confirm the proposed management and intended long-term operating responsibilities for the reservoir and related facilities.

Subtask 2-8.4: Life-Cycle Cost Analysis and Opinion of Probable Replacement Costs

Anchor QEA will evaluate the need to replace key project facilities and equipment during the life of the project and will complete a life-cycle cost analysis. This will build on the life-cycle cost analysis that was developed for and included in the Preliminary Basis of Design Report as part of Phase 1. We will estimate the cost of replacing facilities and determine the amount that would need to be deposited annually in a replacement fund to cover the cost of facility replacements and upgrades.

Subtask 2-8.4 Assumptions

- Anchor QEA will confirm assumptions about the life cycles of key project elements with Clallam County prior to completing this analysis.
- The analysis will use interest and inflation rates applicable at the time of the analysis.

Task 2-8 Deliverables

The following deliverables will be completed and submitted to Clallam County for review as part of Task 2-5: Operations and Maintenance:

- Opinion of Long-Term Operating Costs (PDF format)
- Energy Generation Feasibility Evaluation Memorandum (PDF format)
- O&M Plan (PDF format)
- Life-Cycle Cost Analysis (PDF format)

Task 2-9: Phase 2 Project Management

Anchor QEA will manage the project team's work and development of all permitting documents and detailed design deliverables. As noted earlier, our team's project management system is focused on three key areas: QA/QC, cost and schedule control, and communication. We will continue to follow Anchor QEA's project management principles throughout this phase of the project, including adherence to the budget and schedule and regular communication and coordination with Clallam County. As part of this, Anchor QEA will prepare and submit to Clallam County monthly invoices and progress reports.

Throughout Phase 2 of the project, Anchor QEA will also coordinate closely with Clallam County and will support Clallam County in their coordination with the Dungeness Reservoir Work Group. This task includes the following meetings to be held during this phase of the project:

- **Virtual Coordination with Clallam County:** The Anchor QEA project manager and principal-in-charge will continue to communicate progress on the design with the County's project manager during regularly scheduled (suggested weekly) virtual design review meetings via WebEx.
- **Coordination with the Washington State Department of Natural Resources:** Anchor QEA will assist the County in coordinating project activities with the Washington State Department of Natural Resources, which currently manages the property. This is expected to include up to five working meetings during 2022 related to the reservoir project, the County's acquisition of the property, and the resolution of associated matters.
- **60% Design Presentation and Review with the Dungeness Reservoir Work Group:** The 60% design will be presented to the Clallam County Board of Commissioners and the Dungeness Reservoir Work Group by Anchor QEA at two separate in-person meetings scheduled by Clallam County. Anchor QEA will support coordination with the Dungeness Reservoir Work Group during 60% design development, as requested by Clallam County.
- **60% Design Public Meeting:** One public outreach meeting will be held near the project site following 60% design. Anchor QEA will present the 60% design during that meeting. The meeting will be scheduled and coordinated by Clallam County's project manager.

- **90% Design Presentation and Review with the Dungeness Reservoir Work Group:** The 90% design will be presented to the Clallam County Board of Commissioners and the Dungeness Reservoir Work Group by Anchor QEA at two separate in-person meetings scheduled by Clallam County. Anchor QEA will support coordination with the Dungeness Reservoir Work Group during 90% design development, as requested by Clallam County.
- **90% Design Public Meeting:** One public outreach meeting will be held near the project site following 90% design. Anchor QEA will present the 90% design during that meeting. The meeting will be scheduled and coordinated by Clallam County's project manager.
- **Targeted Public Outreach:** Anchor QEA will work with AMP Insights to support the County and the WWT with targeted public outreach to continue outreach to residents downstream of the proposed reservoir and to others that will be impacted by the reservoir. This task allows Anchor QEA and AMP Insights to participate in up to three additional meetings during the detailed design phase to support the County with targeted public outreach.

In addition to the meetings listed, Anchor QEA's project manager will also communicate regularly via email and phone calls with Clallam County's project manager.

Task 2-9 Assumptions

- Design meetings, public meetings, and other in-person project meetings will be held in Clallam County near the project site.
- Regular (weekly) coordination calls will be held throughout the project.
- Design review meetings will be held with the Dungeness Reservoir Work Group during at the 60% complete and 90% complete design stages during Phase 2. Those meetings will be scheduled and coordinated by Clallam County.
- Other meetings, including public outreach meetings, will be held as previously noted.
- If additional meetings are required, Anchor QEA will provide participation in the additional meetings under an amendment to this SOW and budget.

Task 2-9 Deliverables

The following design deliverables will be completed and submitted to Clallam County for review as part of Task 2-9: Phase 2 Project Management:

- Monthly invoices and progress reports (PDF format)
- Meeting notes (PDF format)
- 60% design presentation (PDF format)

4. Budget

Anchor QEA proposes to complete the work outlined in this SOW for Phase 2 – Detailed Design and Permitting on a time-and-materials basis for a total fee not to exceed \$2,245,576 comprising

\$2,109,512 of base SOW items, \$71,063 of optional work, and \$65,000 to cover the additional work completed as part of Phase 1 that was not included in our original Phase 1 SOW. Optional work includes detailed aerial (LiDAR) and supplemental topographic survey of the reservoir parcel and the evaluation of energy generation feasibility. A summary of the budget by task and hours assigned to each task is provided in Table C-1 in Exhibit C of this SOW. Table C-2 includes a breakdown of the estimated budget by subtask and optional items.

Clallam County may decide to prioritize other tasks, as needed, to accommodate project funding. Anchor QEA will work with the County to ensure that the approved SOW and budget meet project needs and reflect project priorities.

5. Schedule

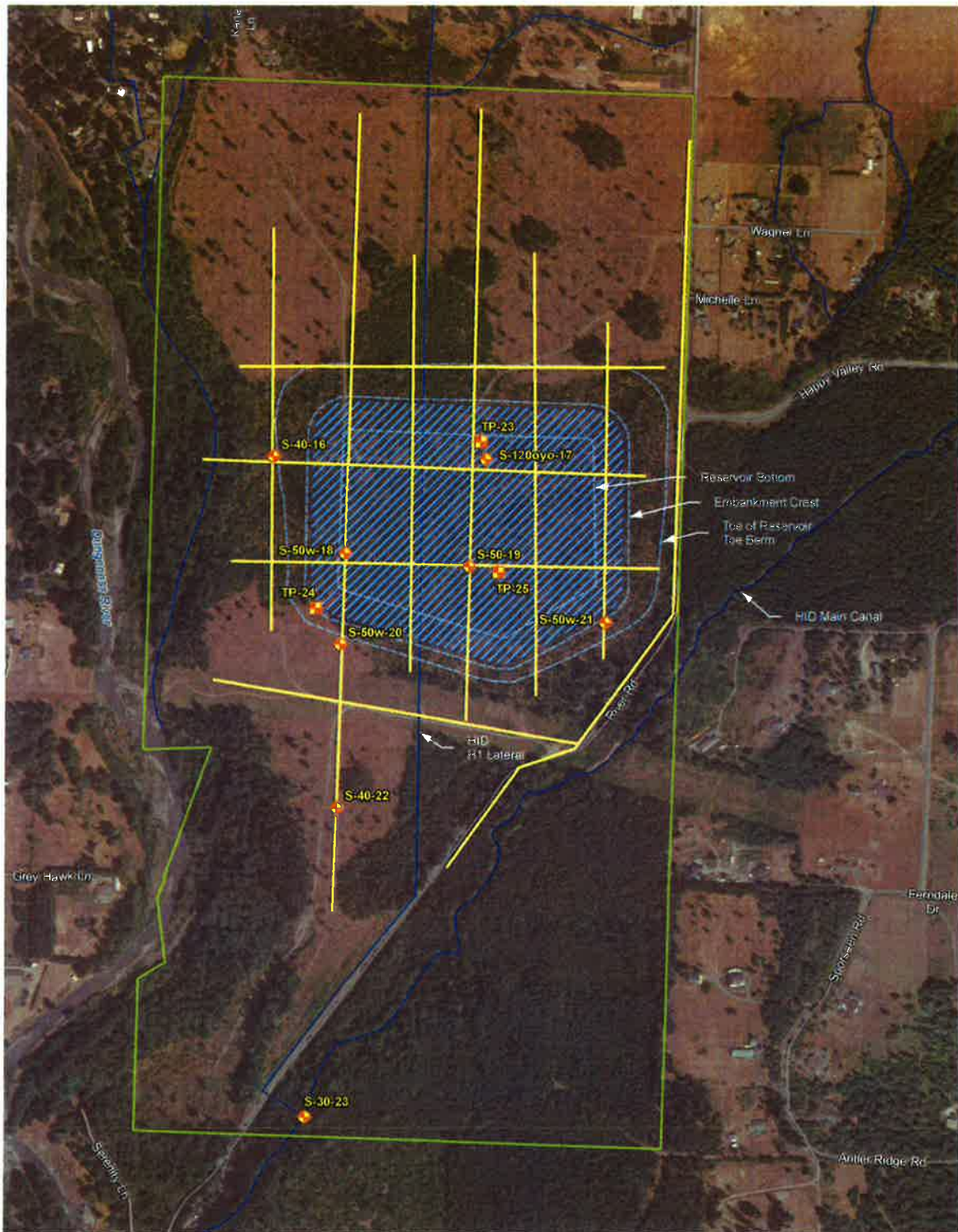
Anchor QEA understands that Clallam County will need to complete work within the schedule constraints outlined in the requirements of the grant funding for the work. Anchor QEA will work with Clallam County to complete items outlined in the SOW to meet the requirements of the grants that are funding the design and permitting work. The current schedule for the work is included as Exhibit D to this SOW and illustrates the schedule for completing Phase 2 and initiating construction. The schedule anticipates that a contract to complete Phase 2 will be approved for the work in October 2022, permits for the project will be approved late in 2023, the project will be bid late in 2023 or early in 2024, and construction will begin in the spring of 2024. Bidding and construction of WaterSMART funded items may need to happen earlier to complete those items on the timeline outlined in the grant funding application (by March 2024).

Please note that project-related actions not within Anchor QEA's or Clallam County's control may impact the schedule and prevent the design and permitting from being completed according to the timeline shown in Exhibit D. These actions include, but are not limited to, the following:

- Timelines for pre-field data collection activities, such as review of cultural resources by Ecology, DAHP, and the tribes and securing any permits or permissions that may be required for field data collection activities
- Timelines for review and commenting on design deliverables
- The potential need for project-level environmental review or additional documentation needed to support permitting
- Timelines for review and approval by regulatory agencies which, in our recent experience, have been very unpredictable
- Timelines contained in grant funding or when grant funding has not been obtained to complete portions of the project

Exhibit A

Geotechnical Field Exploration Maps



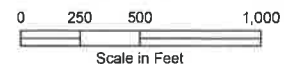
NOTES

1. Aerial imagery obtained through Google Maps Satellite.
2. Fault traces from the USGS Quaternary Fault and Fold Database (Angster and others, 2020).
3. If surface geophysics is determined to not be effective during the field effort, MASW lines will be removed accordingly and additional borings will be drilled. Total length of MASW lines shown is 27,690 feet.
4. Phase 2 explorations to be sequenced such that MASW geophysical survey and calibration occurs first, followed by borings and test pits.
5. Reservoir wells to be isolated in the till.
6. Reservoir borings to include SPT testing every 5 feet to 15 feet, every 2.5 feet from 15 to 30 feet, and every 5 feet from 30 to 40 feet. Diversion and intake borings to include SPT testing every 5 feet to 30 feet.
7. Test pit operations to include large-scale gradation estimations of alluvium. Test pits to be backfilled with excavated material and tamped with the excavator bucket.

LEGEND

- Proposed Location of Sonic Boring
- Proposed Location of Test Pit
- Proposed MASW Surface Geophysics Line
- Proposed Reservoir Location (Dec. 2021)
- West Parcel Boundary
- Irrigation Ditch or Ditch in Creek

"w" = well; "oyo" = borehole geophysics



Dungeness River Reservoir Project
Sequim, Washington

PHASE 2 SITE AND EXPLORATION PLAN

July 2022

104680-101

SHANNON & WILSON, INC.
GEOGRAPHICAL AND ENVIRONMENTAL CONSULTANTS

EXHIBIT 2
Sheet 1 of 2

Exhibit B

Anticipated Drawing List

Table B-1

Clallam County
Dungeness Off-Channel Reservoir
Anticipated Drawing List - Overall Phase 2

Sheet No.	Drawing No.	Title	30%	60%	90%	Final
1	G01	Cover Sheet	X	X	X	X
2	G02	General Notes, Abbreviations, and Legends	X	X	X	X
3	G03	Overall Site Plan and Drawing Index	X	X	X	X
4	EC01	Existing Conditions Plan		X	X	X
5	EC02	Existing Conditions Plan		X	X	X
6	EC03	Existing Conditions Plan		X	X	X
7	EC04	Existing Conditions Plan		X	X	X
8	EC05	Existing Conditions Plan		X	X	X
9	EC06	Existing Conditions Plan		X	X	X
10	EC07	Existing Conditions Plan		X	X	X
11	EC08	Existing Conditions Plan		X	X	X
12	T01	Temporary Access and Staging Plan	X	X	X	X
13	T02	Temporary Erosion and Sediment Control Plan		X	X	X
14	T03	Temporary Erosion and Sediment Control Plan		X	X	X
15	T04	Temporary Erosion and Sediment Control Plan		X	X	X
16	T05	Temporary Erosion and Sediment Control Plan		X	X	X
17	T06	Temporary Erosion and Sediment Control Notes		X	X	X
18	T07	Temporary Erosion and Sediment Control Details		X	X	X
19	T08	Temporary Erosion and Sediment Control Details		X	X	X
20	CV01	Survey Control Plan			X	X
21	CV02	Survey Control Plan			X	X
22	CV03	Survey Control Plan			X	X
23	CV04	Survey Control Plan			X	X
24	C101	Reservoir Site Plan			X	X
25	C102	Reservoir Grading Plan - Northwest	X	X	X	X
26	C103	Reservoir Grading Plan - Northeast	X	X	X	X
27	C104	Reservoir Grading Plan - Southeast	X	X	X	X
28	C105	Reservoir Grading Plan - Southwest	X	X	X	X
29	C106	Reservoir Sections	X	X	X	X
30	C107	Reservoir Sections	X	X	X	X
31	C108	Reservoir Details		X	X	X
32	C109	Reservoir Details		X	X	X
33	C110	Reservoir Details		X	X	X
34	C111	Reservoir Details		X	X	X
35	C121	Reservoir Inlet Pipeline Plan and Profile	X	X	X	X
36	C122	Reservoir Inlet Pipeline Plan and Profile	X	X	X	X
37	C123	Reservoir Inlet Pipeline Plan and Profile	X	X	X	X
38	C124	Reservoir Outlet Pipeline Plan and Profile	X	X	X	X
39	C125	Reservoir Outlet Pipeline Plan and Profile	X	X	X	X
40	C126	Reservoir Bypass Pipeline Plan and Profile	X	X	X	X
41	C127	Reservoir Bypass Pipeline Plan and Profile	X	X	X	X
42	C128	Reservoir Bypass Pipeline Plan and Profile	X	X	X	X
43	C129	Reservoir Pipeline Typical Sections and Details		X	X	X
44	C130	Reservoir Pipeline Details		X	X	X
45	C131	Reservoir Pipeline Details		X	X	X
46	C141	Reservoir Inlet Flow Control Structure Plan and Sections	X	X	X	X
47	C142	Reservoir Inlet Flow Control Structure Details		X	X	X
48	C151	Reservoir Inlet Structure Plan and Sections	X	X	X	X
49	C152	Reservoir Inlet Structure Details		X	X	X
50	C161	Reservoir Outlet Works Plan and Sections	X	X	X	X
51	C162	Reservoir Outlet Works Details		X	X	X
52	C163	Reservoir Outlet Works Details		X	X	X
53	C171	Reservoir Spillway Plan and Profile	X	X	X	X
54	C172	Reservoir Spillway Plan and Profile	X	X	X	X

Table B-1

Clallam County
Dungeness Off-Channel Reservoir
Anticipated Drawing List - Overall Phase 2

Sheet No.	Drawing No.	Title	30%	60%	90%	Final
55	C173	Reservoir Spillway Drop Inlet Structure Plan and Sections	X	X	X	X
56	C174	Reservoir Spillway Details		X	X	X
57	C175	Reservoir Spillway Details		X	X	X
58	C176	Reservoir Spillway Details		X	X	X
59	C201	HID Intake Facilities Overall Improvement Plan		X	X	X
60	C202	HID Intake Structure Side Channel Improvement Details		X	X	X
61	C203	HID Intake Structure Detailed Plan and Sections		X	X	X
62	C204	HID Intake Structure Details		X	X	X
63	C205	HID Intake Structure Details		X	X	X
64	C206	HID Intake Structure Details		X	X	X
65	C211	HID Diversion Canal Improvement Plan		X	X	X
66	C212	HID Diversion Canal Sections		X	X	X
67	C213	HID Diversion Canal Details		X	X	X
68	C221	HID Fish Screen and Bypass Improvement Plan		X	X	X
69	C222	HID Fish Screen and Bypass Profiles and Sections		X	X	X
70	C223	HID Fish Screen and Bypass Sections		X	X	X
71	C224	HID Fish Screen and Bypass Details		X	X	X
72	C225	HID Fish Screen and Bypass Details		X	X	X
73	C226	HID Fish Screen and Bypass Details		X	X	X
74	C231	HID Settling Basin Profile and Sections		X	X	X
75	C232	HID Settling Basin Plan	X	X	X	X
76	C233	HID Settling Basin Sections		X	X	X
77	C234	HID Settling Basin Details		X	X	X
78	C235	HID Settling Basin Details		X	X	X
79	C241	HID Main Canal Pipeline Plan and Profile		X	X	X
80	C242	HID Main Canal Pipeline Plan and Profile		X	X	X
81	C243	HID Main Canal Pipeline Plan and Profile		X	X	X
82	C244	HID Main Canal Pipeline Plan and Profile		X	X	X
83	C245	HID Main Canal Pipeline Plan and Profile		X	X	X
84	C246	HID Main Canal Pipeline Plan and Profile		X	X	X
85	C247	HID Main Canal Pipeline Plan and Profile		X	X	X
86	C248	HID Main Canal Pipeline Typical Sections and Details		X	X	X
87	C249	HID Main Canal Pipeline Details		X	X	X
88	S001	Structural Notes		X	X	X
89	S002	Structural Special Inspections		X	X	X
90	S003	Structural Standard Concrete Details		X	X	X
91	S141	Reservoir Inlet Flow Control Structure - Structural Plan		X	X	X
92	S142	Reservoir Inlet Flow Control Structure - Structural Sections		X	X	X
93	S143	Reservoir Inlet Flow Control Structure - Structural Details			X	X
94	S144	Reservoir Inlet Flow Control Structure - Structural Details			X	X
95	S145	Reservoir Inlet Flow Control Structure - Structural Details			X	X
96	S151	Reservoir Inlet Structure - Structural Plan		X	X	X
97	S152	Reservoir Inlet Structure - Structural Sections		X	X	X
98	S153	Reservoir Inlet Structure - Structural Details			X	X
99	S154	Reservoir Inlet Structure - Structural Details			X	X
100	S161	Reservoir Outlet Works - Structural Plan			X	X
101	S162	Reservoir Outlet Works - Structural Sections			X	X
102	S163	Reservoir Outlet Works - Structural Details			X	X
103	S164	Reservoir Outlet Works - Structural Details			X	X
104	S231	HID Settling Basin - Structural Plan		X	X	X
105	S232	HID Settling Basin - Structural Sections		X	X	X
106	S233	HID Settling Basin - Structural Details			X	X
107	S234	HID Settling Basin - Structural Details			X	X
108	S235	HID Settling Basin - Structural Details			X	X

Table B-1

**Clallam County
Dungeness Off-Channel Reservoir
Anticipated Drawing List - Overall Phase 2**

Sheet No.	Drawing No.	Title	30%	60%	90%	Final
109	I001	Reservoir Electrical, Instrumentation, and Controls Plan		X	X	X
110	I002	Reservoir Electrical, Instrumentation, and Controls Notes		X	X	X
111	I003	Reservoir Electrical, Instrumentation, and Controls Details		X	X	X
112	I004	Reservoir Electrical, Instrumentation, and Controls Details		X	X	X

Exhibit C

Detailed Fee Estimate

Table C-1

Dungeness Storage - Phase 2 - Fee Estimate - DRAFT (version 1).xlsx

ANCHOR QEA, LLC
LABOR BUDGET ESTIMATING FORM

09/26/22

Yakima County
Dungeness Off-channel Reservoir - Phase 2 - Detailed Design Development and Permitting
Overall Phase 2 Fee Estimate (not including additional Phase 1 services)2014-16-02-01
David Fick
50% Montgomery

Labor Categories	Billing Rate	Task 2-1 Permit Ready Design Drawings					Task 2-6 Permitting					Total Hours	Total Dollars
		Task 2-1	Task 2-2	Task 2-3	Task 2-4	Task 2-5	Task 2-6	Task 2-7	Task 2-8	Task 2-9	Task 2-10		
Principal	\$ 307	16	54	22	124	280	60	52	48	248	0	904	\$ 277,085
Senior Manager	\$ 357	0	0	0	0	0	0	0	0	0	0	0	\$ -
Manager	\$ 216	0	0	0	0	0	0	0	0	0	0	0	\$ -
Senior Staff	\$ 158	28	8	28	136	926	72	64	96	0	0	1,358	\$ 229,095
Staff 3	\$ 139	0	0	0	0	0	0	0	0	0	0	0	\$ -
Staff 2	\$ 113	0	0	0	32	0	84	0	0	0	0	116	\$ 13,769
Staff 1	\$ 90	0	0	0	0	0	88	0	0	0	0	88	\$ 9,631
Senior CAD Designer	\$ 150	32	6	0	16	946	20	12	0	0	0	1,032	\$ 154,996
CAD Designer	\$ 150	0	0	0	0	0	0	0	0	0	0	0	\$ -
Project Coordinator/Technical Editor	\$ 136	0	0	0	12	72	12	12	12	40	0	160	\$ 23,373
Project Coordinator (Admin)	\$ 30	0	0	0	0	0	0	0	0	12	0	12	\$ 965
Technician	\$ 74	0	0	0	0	0	0	0	0	0	0	0	\$ -
		0	0	0	0	0	0	0	0	0	0	0	\$ -
Total Hours		76	68	50	320	2,224	336	140	156	300	0	3,670	
Total Labor		\$ 14,434	\$ 18,802	\$ 11,467	\$ 68,905	\$ 394,637	\$ 54,895	\$ 30,291	\$ 32,661	\$ 82,823	\$ -		\$ 708,914
Average Hourly Rate	\$ 193												
Subconsultants													
Chemrock and Wilson		\$ -	\$ -	\$ 248,824	\$ 277,700	\$ 40,203	\$ -	\$ 6,343	\$ -	\$ 43,016	\$ -		\$ 616,086
Geotech Subcontractor (Driller, Excavator, Locate)		\$ -	\$ -	\$ 307,776	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 307,776
Pacific Stormwater Group		\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 5,000
AMV Insights		\$ -	\$ 7,000	\$ -	\$ 2,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 15,300
WDS		\$ -	\$ -	\$ -	\$ -	\$ 114,433	\$ -	\$ -	\$ 14,170	\$ 31,722	\$ -		\$ 160,325
Pacific Engineering and Design		\$ -	\$ -	\$ -	\$ -	\$ 26,600	\$ -	\$ -	\$ -	\$ 2,500	\$ -		\$ 29,100
Geo-Sake		\$ -	\$ -	\$ -	\$ -	\$ 32,539	\$ -	\$ -	\$ 8,787	\$ -	\$ -		\$ 41,326
Pacific Geomatics Services/Clark/Land Office/UGAR		\$ -	\$ -	\$ 144,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 144,042
Electrical and Controls		\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 30,000
Wildland Strategies (DNR Coordination)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -		\$ 1,500
Total Cost		\$ -	\$ 7,000	\$ 700,642	\$ 285,000	\$ 243,775	\$ -	\$ 6,343	\$ 22,957	\$ 84,738	\$ -		\$ 1,350,454
Markup	8.0%	\$ -	\$ 560	\$ 56,051	\$ 22,800	\$ 19,502	\$ -	\$ 507	\$ 1,837	\$ 6,779	\$ -		\$ 108,036
Internal Reimbursables (no markup)													
CAD/IS/Computer Modeling (3/hr)	\$10.00	\$ 320	\$ -	\$ -	\$ 160	\$ 9,460	\$ 200	\$ 80	\$ -	\$ -	\$ -		\$ 10,220
Trifluoro (5/mile)	\$0.595	\$ -	\$ -	\$ 96	\$ -	\$ -	\$ 268	\$ -	\$ -	\$ 1,124	\$ -		\$ 1,487
Clayton (5/mile)	\$0.10	\$ 20	\$ 20	\$ 40	\$ 200	\$ 600	\$ -	\$ -	\$ 160	\$ 100	\$ -		\$ 1,140
Highway 604 (5/dw)	\$300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Power (5/mile)	\$1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
External Expenses (markup)													
Vehicle Rental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Permits/Posting		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Mail/Fuel/Counter		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Travel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Hotel/Per Diem		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Miscellaneous		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ -		\$ 300
Total Cost		\$ 340	\$ 20	\$ 136	\$ 360	\$ 10,060	\$ 468	\$ 80	\$ 160	\$ 1,524	\$ -		\$ 13,147
Markup (External Expenses Only)	8.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24	\$ -		\$ 24
Field Equipment and Supplies Summary													
(Include separate backup if needed)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Markup	10.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
TOTAL COSTS		\$ 14,774	\$ 26,382	\$ 768,296	\$ 377,065	\$ 667,974	\$ 55,363	\$ 37,221	\$ 57,614	\$ 175,887	\$ -		\$ 2,180,576

Table C-2

Dungeness Off-Channel Reservoir - Phase 2 - Detailed Design and Permitting
Summary of Fee Estimate with Optional Work Items

September 21, 2022

Task/Subtask	Description	Estimated Budget			Notes About What is Included
		Total	Non-Optional Work	Optional Work	
Task 2-1	Permit Ready Design Drawings	\$ 14,774	\$ 14,774	\$ -	-Permit-ready Drawings, which include the 30% Drawings, revised as needed based on 30% design comments to initiate <u>environmental permit review</u> .
Task 2-2	Support for Funding Applications	\$ 26,382	\$ 26,382	\$ -	-Up to 32 hours of Anchor QEA's project manager time. -Up to 20 hours of Anchor QEA's principal's time. -Up to 48 hours of support from Anchor QEA staff or subconsultant (Amanda Cronin) time
Task 2-3	Phase 2 Field Data Collection	\$ 768,296	\$ 715,593	\$ 52,704	-See breakdown below
Subtask 2-3.1	Phase 2 Topographic and Boundary Surveys	\$ 157,415	\$ 104,711	\$ 52,704	-Topographic Survey of HID Intake Facilities (\$12,300) -Topographic Survey of HID Main Canal, from Intake to H1 Lateral (\$55,700) -Reservoir Parcel Boundary Survey (\$13,700) -Refined Aerial (LiDAR) Topographic Survey of Reservoir Parcel with Supplemental Land Survey (\$52,700) - <u>OPTIONAL</u> -Topograph Survey of area near Independent Canal Intake and Screen, to support design of spillway outfall (\$8,600) -Surveyor Project Management and Coordination (\$6,000) -Surveyor Expenses (\$6,600)
Subtask 2-3.2	Phase 2 Geotechnical Explorations	\$ 604,265	\$ 604,265	\$ -	-Consultation with Ecology Dam Safety Office -Seismic Reconnaissance -Geophysical Survey -Mark Boring and Test Pit Locations -Complete Borings -Shear Wave Velocity Testing -Observation Wells -Hydraulic Conductivity Testing -Complete Three Test Pits -Laboratory Testing
Subtask 2-3.3	Utility Locations	\$ 2,647	\$ 2,647	\$ -	-Coordinate with City of Sequim to locate water main in River Road at H1 Lateral crossing -Coordinate with other utilities to verify locations
Subtask 2-3.4	Verify Capacity of the HID Main Canal	\$ 3,970	\$ 3,970	\$ -	-Coordinate with HID to complete one day of field work. -Perform calculations based on field observations to verify the <u>capacity of the HID Main Canal</u> .
Task 2-4	Detailed Design Documents	\$ 877,065	\$ 377,065	\$ -	-See breakdown below.

Table C-2

Dungeness Off-Channel Reservoir - Phase 2 - Detailed Design and Permitting
Summary of Fee Estimate with Optional Work Items

September 21, 2022

Task/Subtask	Description	Estimated Budget			Notes About What is Included
		Total	Non-Optional Work	Optional Work	
Subtask 2-4.1	Geotechnical Engineering Analyses	\$ 305,068	\$ 305,068	\$ -	-Seepage and Stability Analyses -Seismic Design Analyses -Supplemental Geologic Hazards Review -Embankment Construction Materials Design Analyses -Geotechnical Related Construction Recommendations ~~Updated Geotechnical Engineering Report~~
Subtask 2-4.2B	Final Design Studies and Final Basis of Design Report	\$ 71,997	\$ 71,997	\$ -	-Hydrology and Hydraulic Analysis (\$28,000) -Reservoir Operations Plan and Analysis (\$10,000) -Water Quality Analysis (\$12,000) -HID Drough Pumping Evaluation (\$7,000) ~~Final Basis of Design Report (\$15,000)~~
Task 2-5	Detailed Design Documents	\$ 667,974	\$ 667,974	\$ -	-See breakdown below.
Subtask 2-5.1	60% Design	\$ 217,209	\$ 217,209	\$ -	-60% Design Drawings (~ 100 Sheets) -Technical Specifications Outline ~~Updated Opinion of Probable Costs~~
Subtask 2-5.2	90% Design	\$ 214,270	\$ 214,270	\$ -	-Response to 60% Design Comments -90% Design Drawings (~ 120 Sheets) -Draft Technical Specifications ~~Updated Opinion of Probable Costs~~
Subtask 2-5.3	Final Design	\$ 125,863	\$ 125,863	\$ -	-Response to 90% Design Comments -Final Design Drawings (~ 120 Sheets) -Final Technical Specifications ~~Final Updated Opinion of Probable Costs~~
Subtask 2-5.4	Constructability and QA/QC Reviews	\$ 74,239	\$ 74,239	\$ -	-QA/QC Reviews by Principal CM and Engineers
Subtask 2-5.5	Preparation of Final Bid Package	\$ 36,393	\$ 36,393	\$ -	-Preparation of Bidding Instructions and Forms, developed from County's templates -Preparation of Construction Contract Document, developed from County's templates -Prepare Bid Package with Bidding Instructions and Forms, Contract, Final Technical Specifications, Final Design Drawings, ~~Permits and Other Supporting Documents~~
Task 2-6	Permitting	\$ 55,363	\$ 55,363	\$ -	-See breakdown below.
Subtask 2-6.1	Agency Coordination	\$ 10,878	\$ 10,878	\$ -	-Pre-planning Meeting with Regulatory Agencies -Early Coordination with County and Ecology for SEPA Review and Compliance -Design and Pre-Allpincation Coordination with Regulatory Agencies and Tribes
Subtask 2-6.2	Prepare Permit Applications	\$ 44,485	\$ 44,485	\$ -	-Prepare Permit Applications -Prepare Supporting Documentation -Support SEPA/NEPA Determination

Table C-2

Dungeness Off-Channel Reservoir - Phase 2 - Detailed Design and Permitting
Summary of Fee Estimate with Optional Work Items

September 21, 2022

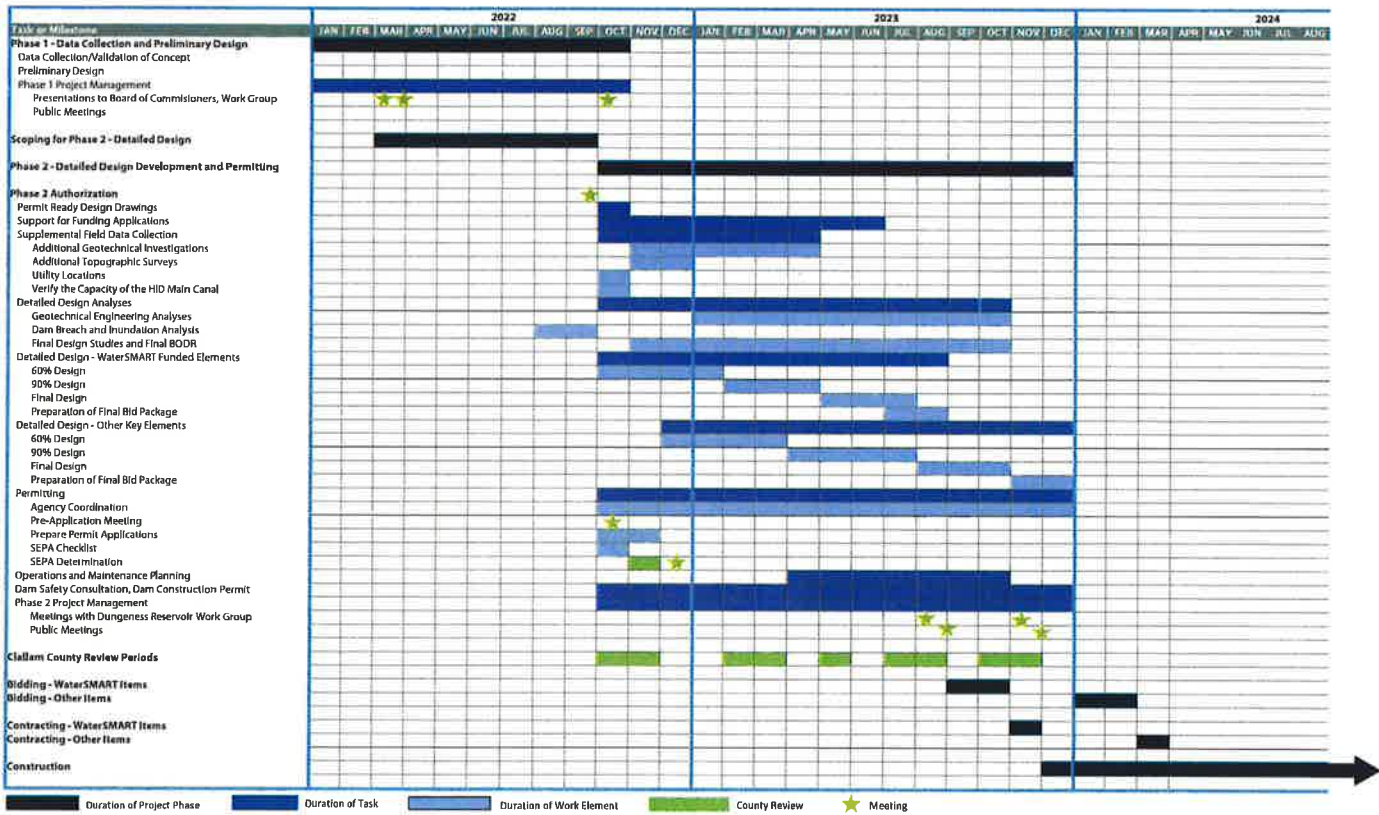
Task/Subtask	Description	Estimated Budget			Notes About What is Included
		Total	Non-Optional Work	Optional Work	
Task 2-7	Dam Construction Permit	\$ 37,221	\$ 37,221	\$ -	-Meetings with Ecology's Dam Safety Office -Prepare Cover Letter -Prepare Dam Construction Permit Application -Incorporate Engineering Reports (H/H and Geotech) -Incorporate Design Drawings and Specifications -Prepare a Construction Inspection Plan -Incorporate the O&M Plan ~~Dungeness Emergency Action Plan~~
Task 2-8	Operations and Maintenance	\$ 57,614	\$ 39,254	\$ 18,359	-See breakdown below.
Subtask 2-8.1	Define O&M Needs and Opinion of Long-Term Operating Costs	\$ 8,973	\$ 8,973	\$ -	-Refine Long-term Operating Cost Analysis
Subtask 2-8.2	Evaluate Feasibility for Incorporating Energy Generation (Optional)	\$ 18,359	\$ -	\$ 18,359	-Hydro and Solar Power Generation Feasibility (Optional)
Subtask 2-8.3	Operations and Maintenance (O&M) Plan	\$ 11,695	\$ 11,695	\$ -	-Develop O&M Plan to meet Ecology Dam Safety Office requirements
Subtask 2-8.4	Life-Cycle Cost Analysis and Opinion of Probable Replacement Costs	\$ 18,587	\$ 18,587	\$ -	-Refine Life Cycle Cost Analysis
Task 2-9	Phase 2 Project Management	\$ 175,887	\$ 175,887	\$ -	-Virtual Coordination with County (Weekly Check-ins, Etc.) -Coordination with DNR for Property Acquisition -60% Presentation to Dungeness Reservoir Work Group -60% Public Meeting -90% Presentation to Dungeness Reservoir Work Group -90% Public Meeting -Support for Targeted Public Outreach ~~Juniority, Scope and Budget Management~~
SUBTOTAL	PHASE 2	\$ 2,180,576	\$ 2,109,512	\$ 71,063	
Additional Phase 1 Work:					
A1-3.1	Additional Phase 1 Work - Funding Application Support	\$ 20,000	\$ 20,000	\$ -	
A1-3.2	Additional Phase 1 Work - Additional Meetings and Coordination	\$ 40,000	\$ 40,000	\$ -	
A1-3.3	Additional Phase 1 Work - Cultural Resources Coordination	\$ 5,000	\$ 5,000	\$ -	
SUBTOTAL	ADDITIONAL PHASE 1 WORK	\$ 65,000	\$ 65,000	\$ -	
TOTALS	ADDITIONAL PHASE 1 WORK + PHASE 2	\$ 2,245,576	\$ 2,174,512	\$ 71,063	

Exhibit D

Phase 2 Project Schedule

EXHIBIT D

Dungeness Off-Channel Storage Reservoir
Anticipated Timeline (September 7, 2022)



COMPENSATION

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

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

OR

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

<i>Name/Position</i>	<i>Hourly Rate</i>
Principal	\$ 307
Senior Manager	\$ 257
Manager	\$ 216
Senior Staff	\$ 169
Staff 3	\$ 139
Staff 2	\$ 119
Staff 1	\$ 109
Senior CAD Designer	\$ 150
CAD Designer	\$ 150
Project Coordinator/Technical Editor	\$ 146
Project Coordinator (Admin)	\$ 80
Technician	\$ 74

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 TWO MILLION, TWO HUNDRED FORTY-FIVE THOUSAND AND FIVE HUNDRED SEVENTY-SIX DOLLARS (\$2,245,576) 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):



AGENDA ITEM SUMMARY

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

7
9/26/22

Department: Public Works

WORK SESSION ☐ Meeting Date 09/26/2022

REGULAR AGENDA ☒ Meeting Date: 10/4/2022

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | ☐ Budget Item |
| ☐ Resolution | ☐ Proclamation | ☒ Other Bid Award Recommendation |
| ☐ Draft Ordinance | ☐ Final Ordinance | |
- Documents exempt from public disclosure attached: ☐

Executive summary:

A resolution to adjust the rental rates of equipment so they will be sufficient to include depreciation, maintenance and/or repair, and supplies consumed in operating road equipment. It is the responsibility of ER&R to provide safe, cost effective, reliable transportation for the County's needs. Rental rates on equipment need to be set to ensure replacement, cover maintenance and increased fuel costs.

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?** ☐

Adjustments in the rates will affect the budgets of those departments who use ER&R equipment.

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

The County Engineer, ER&R Manager & Lead Accountant have reviewed the rate changes and approve them to move forward for Commissioner signatures.

County Official signature & print name: Mary Peterson Mary Peterson for Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi & Brian Wahlsten

Relevant Departments: Public Works

Date submitted: 09/21/2022

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



CR RESOLUTION _____, 2022

ESTABLISHING GOVERNMENT EQUIPMENT RENTAL SCHEDULE
FOR YEAR 2023

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. R.C.W. 36.33A.040 allows the Board of County Commissioners to adjust the rental rates of the equipment so that they will be sufficient to include (1) Depreciation; (2) Maintenance and/or repair; and (3) Supplies consumed in operating such road equipment.
2. It is the mission of the Fleet Operations Division of ER&R to provide safe, cost efficient, reliable transportation that adequately meets the County's needs.
3. Some of the existing rental rates are not paying their cost to ensure replacement, cover maintenance and increased fuel costs.
4. The ER&R Manager shall be the responsible authority for all fleet purchasing and management decisions including, but not limited to, type of vehicle purchased, purchase options and accessories, added options and accessories, fleet service and maintenance, rebuild dates, replacement dates, and reassignment and/or disposal of replaced equipment.
5. The County Engineer in consultation with ER&R has recommended the below appropriate rates for Board consideration.

NOW, THEREFORE, BE IT RESOLVED that the following equipment rental rates shall become effective **December 16, 2022**.

NUMBER SERIES	CLASS	DESCRIPTION	HOURLY RENTAL RATE	FIXED MONTHLY RENTAL RATE	FIXED YEARLY RENTAL RATE
	01	PW- Administration	\$7.40	\$740.00	
		Also rented at \$24.50/day plus \$.38/mile			
	01H	PW- Pool Hybrid	\$6.75	\$500.00	
		Also rented at \$27.45/day plus \$.38/mile			
100	03	Pickups, Panels	\$5.35	\$535.50	
	03A	West End Supervisor Pickup	\$6.10	\$609.50	
	05	Diesel Shop Trucks	\$25.00	\$1260.00	
	06	Diesel Pickups	\$7.66	\$765.60	
	07	Crew Pickups & Station Wagons	\$7.88	\$787.50	
	07a	Trail Volunteer Crew Truck	\$5.00	\$240.00	
	08	1-Ton Patch	\$9.63	\$660.00	
	09	Chain Gang		\$1,900.00	
200	10	Dump 10 Cu. Yd.	\$29.16		
	11	Dump 5 Cu. Yd.	\$39.60		\$10,000.00
	12	5 th Wheel Tractor	\$33.60		
	16	Special Trucks	\$40.80		
300		GRADERS:			
	14	Slope King	\$5.00		\$5,000.00
	15	Graders	\$42.50		

400		TRACTORS:		
	20	Crawler/Dozer	\$18.50	
400	21	Mowers, reach	\$63.80	\$7000.00
	22	Flail/Mower Attachments	\$2.50	\$500.00
	23	Riding Lawn Mower	\$5.00	Actual cost
	27	Sweeper	\$38.50	
	29	Pickup Broom	\$73.80	
500	17	Road Striper	\$181.65	
600	24	Shovels, Crane	\$35.00	
700		TRAILERS:		
	31	Semi-Trailer Tank	\$5.00	\$500.00
	32	Low Boy, Tilt Deck	\$10.00	
	33	Belly Dump & Pony	\$8.50	\$600.00
	34	House Trailer, Single Axle	\$5.00	\$300.00
	39	Chipper	\$36.00	
	46	Engineer Job Trailer	\$0.50	\$125.00
	48	Heated Asphalt Storage	\$2.40	
800		LOADERS:		
	35	Belt Loader	\$71.75	
	36	Fork Lift	\$25.20	\$3,000.00
	37	Loaders	\$40.00	
	38	Backhoe	\$24.00	
900	40	Distributor, Bituminous	\$71.00	
	41	Tack Trailer	\$16.00	\$3,000.00
1000		ROLLERS & PAVING EQUIPMENT:		
	44	Pavement Roller	\$25.00	
	45	Rubber Tire Compactor (Pneumatic Rollers)	\$50.05	\$683.00
	49	Chip Spreader (primary)	\$93.85	\$6,000.00
	50	Chip Spreader Box	\$2.90	\$500.00
	51	Vibratory Hand Compactor	\$3.00	\$54.00
1400 & 1500	47	Portable Plant, Light Plant	\$2.50	
	52	Surplus Generators	\$4.20	\$225.00
	53	Emergency Lighting	\$1.00	\$50.00
1600	60	Plows	\$11.00	\$1,100.00
1700	61	Sanders	\$5.70	\$760.00
	62	Hopper Sanders	\$25.00	\$1,875.00
	62D	Dump Truck Hopper Sanders	\$19.00	\$2,325.00
1800	63	Compressors, Air	\$0.13	Actual cost
	63A	Compressors, Tow-behind	\$6.30	\$3,000.00
1900	64	Pumps, Portable	\$0.20	
	64A	Buffalo Pumper	\$6.00	

2000	65	Welders	\$0.25	
	68	Jackhammer/drill (gas)	\$5.00	
2100	69	Asphalt saws	\$12.50	\$1,250.00
	70	Chain Saws, Sand Blaster	\$0.50	\$25.00
	70E	Chain Saws, Electric	\$5.50	\$60.00
2200	71	Base Unit/Repeaters	\$9.00/unit	
	71R	Radio Repeaters	\$100.00/unit	
	72	Mobile Unit	\$3.75/unit	
2300		MISCELLANEOUS EQUIPMENT:		
	54	Crack Sealer/Thermo Striper	\$53.00	\$10,000.00
	73	Steam Cleaners	\$7.00	\$1,250.00
	76	Fans, Pumps, etc.	\$1.00	\$11.00
	77	Road Patrol Equipment		
		# 2450	\$3.00	
8000	80's	Rental Equipment on Demand	Cost + 15%	Cost + 15%
	90	Shoring	\$0.88	\$85.00
	91	Reader Boards (insert)	\$3.00	\$1,500.00
	95	Copiers	\$.0709/each	10% above cost
		OTHER DEPARTMENTS:		
	A1	Assessor's Vehicles	\$310.00	
	AH	Assessor's Hybrid	\$451.00	
	CD	Community Development Vehicles	\$400.00	
	CDH	Community Development Hybrid	\$456.00	
	EHH	Environmental Health Hybrid	\$342.00	
	EX	Extension Agent	\$405.00	
	J1	Juvenile Vehicles	\$400.00	
	J2	Juvenile Vehicles – Surplus	\$200.00	
	JH	Juvenile Hybrid	\$350.00	
		SHERIFF:		
	S1	Patrol Vehicles	\$0.78/mile	
	S11	Patrol AWD Vehicles	\$1.04/mile	
	S2	Admin./Det./Reserve	\$0.96/mile	
	S3	West End Vehicles	\$0.73/mile	
	S33	West End AWD Vehicles	\$1.10/mile	
	S4	Animal Control	\$1.11/mile	
	S5	2x4 Expeditions/SUV	Cost + 10%	(pool vehicles)
	S6	4x4 Expeditions/SUV	\$1.15/mile	
	S7	Radio Van	\$0.84/mile	\$525.00
	S8	Jail Vans	\$0.50/mile	\$187.00
		PARKS:		
	P1	Small Pickups	\$4.05/hour	\$405.15
	P2	Riding Mowers	\$1.22/hour	\$122.64
	P5	Trailers	\$1.45/hour	\$145.00
8000	P6	Kubota/4 Wheel Drive, Tractors	\$2.90/hour	\$288.93
	P7	Parks JD Tractors	\$3.46/hour	\$345.03
	P8	3/4 Ton Pickup	\$3.55/hour	\$354.90
	P8H	Heavy Duty Pickup	\$13.86/hour	\$1386.00
	P9	Patch Truck	\$12.45/hour	\$705.00

PA	Parks Tractors	\$1.19/hour	\$118.65
PE1	Parks Electric Carts	\$1.21/hour	\$121.50
PE2	Parks Electric Carts 2	\$1.82/hour	\$181.50
PT	Tractors	\$2.46/hour	\$245.70
PX	Boat Motor	\$0.81/hour	\$80.85
PY	Boat Trailer	\$0.50/hour	\$49.56
PZ	Boats	\$0.22/hour	\$22.44
TP	Seki/Clallam Bay Treatment Plant		\$433.84
WC	Weed Control Board		Cost + 10%

This resolution also rescinds all previous equipment rental rate resolutions including CR Resolution No. 8, 2020, adopted October 27, 2020.

PASSED AND ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach



AGENDA ITEM SUMMARY

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

8
9/26/22

Department: BOCC

WORK SESSION ☒ **Meeting Date: 9-26-22**

REGULAR AGENDA ☒ **Meeting Date: 10-11-22**

Item summary:

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

Executive summary:

Vacancies exist on the Clallam County Board of Health due to restructure in membership positions.

A press release was issued during the month of May 2022 soliciting applications from interested citizens. Two applications were received.

Jamestown S'Klallam Tribe made a recommendation to appoint Paul Cunningham to the Clallam County Board of Health.

Lower Elwha Klallam Tribe made a recommendation to appoint Christia Skerbeck to the Clallam County Board of Health.

American Indian Health Commission approved of the appointments of Paul Cunningham and Christia Skerbeck to the Clallam County Board of Health (Clallam County Code 41.01.020).

Department of Health and Human Services and membership endorse the appointments of Paul Cunningham and Christia Skerbeck to the Clallam County Board of Health.

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?)
Request review and approval of the Resolution.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Health and Human Services Department

Relevant Departments: Board of Commissioners and Health and Human Services Department

Date submitted: June 13, 2022

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

Board of Health 10-11-22
Revised: 3-04-2019



RESOLUTION _____, 2022

APPOINTING MEMBERS TO THE
CLALLAM COUNTY BOARD OF HEALTH

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Clallam County Board of Health due to restructure in membership positions.
2. A press release was issued during the month of May 2022 soliciting applications from interested citizens. Two applications were received.
3. Jamestown S'Klallam Tribe made a recommendation to appoint Paul Cunningham to the Clallam County Board of Health.
4. Lower Elwha Klallam Tribe made a recommendation to appoint Christia Skerbeck to the Clallam County Board of Health.
5. American Indian Health Commission approved of the appointments of Paul Cunningham and Christia Skerbeck to the Clallam County Board of Health (Clallam County Code 41.01.020).
6. Department of Health and Human Services and membership endorse the appointments of Paul Cunningham and Christia Skerbeck to the Clallam County Board of Health.

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

1. **Paul Cunningham** is appointed as the Jamestown S'Klallam Tribe representative for a term ending December 31, 2025.
2. **Christia Skerbeck** is appointed as the Lower Elwha Tribe representative for a term ending December 31, 2025.

PASSED AND ADOPTED this 11th day of October 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

C: A22.176
Appointee
HHS



AGENDA ITEM SUMMARY

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

9
9/26/22

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 9-26-22

REGULAR AGENDA ☒ **Meeting Date:** 10-11-22

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 Planning Commission for representation of District IIIc due to a resignation.

A press release was issued during the month of June 2022 soliciting applications from interested citizens within District III. One application was received.

The Department of Community Development and the District III County Commissioner supports the appointment of Jane Hielman to fill the vacant position as the District IIIc 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 resolution appointing.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Department of Community Development

Relevant Departments: Board of Commissioners and Department of Community Development

Date submitted: 9-21-22

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



RESOLUTION _____, 2022

APPOINTING A MEMBER TO THE PLANNING COMMISSION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Planning Commission for representation of District IIIc due to a resignation.
2. A press release was issued during the month of June 2022 soliciting applications from interested citizens within District III. One application was received.
3. The Department of Community Development and the District III County Commissioner supports the appointment of Jane Hielman to fill the vacant position as the District IIIc representative.

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

1. **Jane Hielman** is appointed as the District IIIc representative to complete the term ending December 31, 2022, and to an additional four-year term ending December 31, 2026.

PASSED AND ADOPTED this 11th day of October, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

A22.172
Appointee
DCD