



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, August 15, 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 Washington State Administrative Office of the Courts for CASA/Volunteer Guardian Ad Litem Program

Agreement 

3. Briefing and notice of hearing to be held Tuesday, September 6, 2022 at 10:30 a.m. for an Ordinance amending Clallam County Code Chapter 41.01 Clallam County Board of Health

Briefing and notice for hearing 

4. Agreement with Serenity House of Clallam County to provide rapid rehousing funds/\$35,775

Agreement 

5. Agreement with First Step Family Support Center to provide rapid rehousing funds/\$80,145

Agreement 

6. Agreement with REAL Team of Reflections Counseling Services Group to provide rapid rehousing funds/\$75,050

Agreement 

7. Agreement with Olympic Peninsula Community Clinic to provide rapid rehousing funds/\$41,200

Agreement

8. Agreement with Olympic Community Action Program to provide rapid rehousing funds/\$59,250

Agreement

9. Agreement with The Answer for Youth (TAFY) to provide rapid rehousing funds/\$8,580

Agreement

10. Health and Human Service request to use underspent funds from the Overdose to Action Grant to purchase a department vehicle for the Syringe Service Program

Agreement

11. Resolution requesting that the Washington State Parks and Recreation Commission transfer ownership of Clallam Bay State Park to Clallam County.

Resolution

12. Agreement with Port of Port Angeles to utilize airport road for staging demolition derby cars and support parking during the county fair (2d)*

Agreement

13. Letter of support for Marine Renewable Microgrids for Remote Coastal Communities (1e)*

Letter of support

Public Works

14. Agreement and project prospectus with Washington State Department of Transportation for painting Solduc Bridge (2b)*

Agreement

15. Agreement and project prospectus with Washington State Department of Transportation for painting Weel Bridge (2c)*

Agreement

16. Pre-application questionnaire with NOAA for Coastal Resilience Grant

Pre-application questionnaire

Community Development

17. Letter of support for Jamestown S'Klallam Tribe regarding NOAA Fish Passage Grant

Letter of support

Budget

18. Discussion on proposed budget revisions to be considered on August 30 (4a)*

Budget revisions

19. Discussion of proposed supplemental appropriations to be considered on August 30 (4b)*

Supplemental appropriations 

20. Discussion of proposed budget emergencies to be considered on August 30 (4c)*

Budget emergencies 

General Discussion/Items for Future Agendas

- A. Workforce Development update (August 22)
- B. Department of Natural Resources Meeting (August 22 at 1 p.m.)
- C. Nuisance Ordinance (August 29)
- D. Joint Meeting with Jamestown S’Klallam Tribe (September 1 at 1 p.m.)
- E. Joint Meeting with Clallam County PUD (September 12 at 1:30 p.m.)
- F. Small Business Development Update (October 17)
- G. Joint Meeting with Port of Port Angeles (October 24 at 11 a.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.

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8/15/22



AGENDA ITEM SUMMARY

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

Department: **Juvenile Services**

WORK SESSION ☒ Meeting Date: **08/15/2022**

REGULAR AGENDA ☒ Meeting Date: **08/23/2022**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 851.22.006 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Contract renewal with Administrative Office of the Courts (AOC) for the Child Advocate Volunteer Guardian Ad Litem Program (CAP). The program and volunteers must comply with the statutory requirements contained in RCW 13.34.100-107

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?** ☐

Resulting revenue has already been figured into the budget. No action needed.

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

Review and sign.

County Official signature & print name:

Jody Jacobsen Jody Jacobsen

Name of Employee/Stakeholder attending meeting: Jody Jacobsen/Kimberly Burns

Relevant Departments: _____

Date submitted: 08/08/2022

* Work Session/Reg. Meeting - Submit 2 single sided/not stapled copies, AIS for each, 3 originals (2 stapled) + AIS

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

Revised: 5/24/2019

INTERAGENCY AGREEMENT IAA23022
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
CLALLAM COUNTY JUVENILE COURT
FOR THE
SUPPORT OF THE CASA/VOLUNTEER GUARDIAN AD LITEM PROGRAM

THIS AGREEMENT is made and entered into by and between the Washington State Administrative Office of the Courts (AOC), and CLALLAM County Juvenile Court (COURT).

IT IS THE PURPOSE OF THIS AGREEMENT for the COURT to increase the number of children served by court-appointed special advocates (CASAs)/volunteer guardians ad litem as defined by RCW 13.34.030(12) in dependency matters or to reduce the average caseload of volunteers to recommended standards.

Funds received by the COURT under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

STATEMENT OF WORK

The COURT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of managing a CASA/volunteer guardian ad litem program as defined in RCW 13.34.030(13) to serve juvenile dependency cases. The COURT will ensure that the program and volunteers comply with the statutory requirements contained in RCW 13.34.100 -107. The COURT will submit reports to AOC detailing information about the number of children served and the number of volunteers.

The CASA/Volunteer GAL Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under 'Court Resources> Court Management' and **choose the "CASA Bi-Annual Report to AOC"**.

Reporting schedule:

Period	Report Due
07/01/22 - 12/31/22	01/31/23
01/01/23 - 06/30/23	07/31/23

Failure to submit a report by the due date may adversely affect state funding of the CASA/Volunteer GAL program.

If you have questions, please contact the AOC Program Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276

PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2022 regardless of the date of execution and it

shall end on June 30, 2023, except for any remaining obligations of the COURT as may exist or if terminated sooner as provided in this Agreement.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed **\$61,365** . Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement. The COURT shall maintain sufficient backup documentation of direct costs under this Agreement. Costs will be reimbursed pursuant to CASA/Volunteer GAL Program Cost Guidelines (Exhibit A).

Allocated administrative court costs must be applied at a rate that is set forth and supported by documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

BILLING PROCEDURE

The COURT will submit properly-completed Washington State form A-19 via email to AOC Financial Services at payables@courts.wa.gov or to:

AOC Financial Services
PO Box 41172
Olympia, Washington 98504-1172

Payment to the COURT for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of both properly-completed A-19 and the detailed information outlined in the CASA/Volunteer GAL Monthly Detail Report (see Exhibit B). Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among state funded CASA/Volunteer GAL programs. If it appears the COURT may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. EXCEPT THAT, Bi-Annual Reports will be distributed to the Washington Association of Child Advocate Programs. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

BACKGROUND CHECKS

The **COURT** shall:

- Ensure a criminal background check has been completed for all employees, CASAs /Volunteer GALs, and subcontractors who have access to children, prior to any access under this agreement pursuant to RCW 13.34.100(3);
- Based on the results from the criminal background check, determine each employee, CASA/Volunteer GAL, and subcontractor is suitable for access to children;

The **AOC** will:

- Reimburse for CASA/Volunteer GAL criminal background checks.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

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

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other party specifying the effective date thereof, at least five (5) business days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party

will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties; however, nothing herein prohibits either party from seeking judicial relief.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either 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 and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five (5) business day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to

reflect a budget reduction without terminating the contract if all parties agree to the amendment.

COUNTERPARTS

Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a scanned or facsimile copy has been signed. The parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.

ENTIRE AGREEMENT

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

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Program Manager
Sondra Hahn Court Program Analyst PO Box 41170 Olympia, WA 98504-1170 sondra.hahn@courts.wa.gov 360 705-5276	Jody Jacobsen Juvenile Court Administrator 1912 W 18th St Port Angeles, WA 98363-5121 Jody.Jacobsen@clallamcountywa.gov 360-565-2639

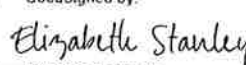
AGREED:

Administrative Office of the Courts

CLALLAM County Juvenile Court

Signature Date
Christopher Stanley
Name
Director, AOC Management Services
Title

Signature Date
Mark Ozias
Name
Chair, Board of Clallam County Commissioners
Title

DocuSigned by:

 D8EC38BB620644B

8/5/2022

Elizabeth Stanley

Approved as to form?

Yes

DPA

EXHIBIT A

CASA/VOLUNTEER GAL PROGRAM COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for court-appointed special advocate (CASA)/Volunteer GAL program reimbursements. It also sets forth the required documentation needed to support a reimbursement request. This supporting documentation needs to be retained at the local level and should not be submitted to AOC.

B. DEFINITIONS

Volunteer Guardian ad Litem. As defined in RCW 13.34.030(12): "Guardian ad litem" means a person, appointed by the court to represent the best interests of a child in a proceeding under this chapter, or in any matter which may be consolidated with a proceeding under this chapter. A "court-appointed special advocate" appointed by the court to be the guardian ad litem for the child, or to perform substantially the same duties and functions as a guardian ad litem, shall be deemed to be guardian ad litem for all purposes and uses of this chapter.

CASA/Volunteer Guardian ad Litem Program. As defined in RCW 13.34.030(13): "Guardian ad litem program" means a court-authorized volunteer program, which is or may be established by the superior court of the county in which such proceeding is filed, to manage all aspects of volunteer guardian ad litem representation for children alleged or found to be dependent. Such management shall include but is not limited to: Recruitment, screening, training, supervision, assignment, and discharge of volunteers.

C. GENERAL

The legislature has previously stated that CASA/Volunteer GAL program funds are provided solely for court-appointed special advocate/volunteer GAL programs in dependency matters. The guidelines take into consideration the financial needs of a court working with court-appointed child advocates in dependency cases. These guidelines recognize the restrictions placed on CASA/Volunteer GAL program reimbursements and attempts to identify those costs that can and cannot be reimbursed.

D. ROLES AND RESPONSIBILITIES

1. Court Project Manager

- Person designated by the court to manage the CASA/Volunteer GAL program contract according to its terms including report preparation, scope of work, and performance

- Submits invoices and other required documentation in an accurate and timely manner
- Keeps all supporting documentation for audit purposes for at least six years after contract expires

2. AOC Project Manager

- Acts as central point of contact with the court
- Approves invoices and submitted supporting documentation for CASA/Volunteer GAL program reimbursement
- Forwards cost and budget questions received from the courts to the AOC Comptroller
- Reviews all reports required under the CASA/Volunteer GAL program agreement

3. Management Services Director

- Resolves policy and procedural issues related to CASA/Volunteer GAL program funding

4. AOC Comptroller

- Determines CASA/Volunteer GAL program annual fund allocation based on monies received from the legislature; see Allocation Process section for allocation process details
- Responds to cost and budget questions
- Periodically audits Courts to ensure reimbursement requests are supported; see Audit Process section for audit procedures

5. Contract Manager

- Drafts, reviews, and approves CASA/Volunteer GAL program agreements
- Answers questions regarding compliance with the agreements
- Provides advice on interpretation of agreement

6. State Auditor

- Audits Courts and AOC for compliance with CASA/Volunteer GAL program

E. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

1. Staff/FTE (salaries and benefits)

- Payroll record/time and attendance records related to the CASA/Volunteer GAL program must be kept locally. If employee is not assigned fulltime to working with the CASA/Volunteer GAL program then compensation reimbursement must be proportioned to the amount of time the employee works with the CASA/Volunteer GAL program and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent. Document the process for determining the amount of time the person(s) spend on CASA/Volunteer GAL duties. For example, keep track of time for at least a week and then determine the percentage to be charged.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards must be kept locally. All work must be related to the CASA/Volunteer GAL program and invoice must be approved by authorizing authority (i.e. court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Attorney – Invoice must identify the specific case for which reimbursement is requested, hours worked, and the hourly rate that was charged. Reimbursement is only for the legal representation of the CASA/Volunteer GAL with regard to a specific case. There is no reimbursement for representation of a minor child. If the CASA/Volunteer GAL has legal representation there must be a court order that: (1) states the need for the representation; and (2) identifies the attorney being appointed to represent the CASA/Volunteer GAL. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

3. Goods

- Supplies
 - Actual Costs - Supplies should be necessary for the CASA/Volunteer GAL program and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
 - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate

must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must also be on file locally.

4. Equipment

- Actual Costs – Reimbursement request does not need to include the vendor invoice if directly related to the program; however, it must be kept locally. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases.
- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform CASA/Volunteer GAL program work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor. The vendor invoice must also be on file.

5. Training

- Reimbursement for attending the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference is provided, not to exceed the published AOC travel and per diem rates. Any other paid training program where attendee is seeking reimbursement must be approved by the AOC Project Manager in advance of the training.

6. Travel

- Travel/Expense Vouchers from staff or volunteers for travel expense reimbursement for child, witness, parent, or other interviews related to a case filed with the court to which volunteer or CASA/Volunteer GAL program staff was assigned. CASA/Volunteer GAL program staff or volunteer may also be reimbursed for travel to and from the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference. Travel expenses to any other training programs must be pre-approved by AOC Project Manager, and reimbursement is limited to the published AOC travel and per diem rates.

CASA/Volunteer GAL Program Allocation Process

Each biennium, an appropriation is provided by the WA State Legislature to the AOC for child advocate program costs as reported by the courts.

Allocation of the funding is based on caseload data from each county for active DEP cases per year. The caseload includes the following activity docket codes:

DEPENDENCY PETITION
DEPENDENCY REVIEW HEARING
DEPENDENCY REVIEW HEARING ORDER
DISMISSAL HEARING
DISPOSITION HEARING-USE FOR CASETYPE 7 CASES ONLY
FACT FINDING HEARING
FACT-FINDING AND DISPOSITION HEARING
FIRST DEPENDENCY REVIEW HEARING
FIRST DEPENDENCY REVIEW HEARING ORDER
ORDER OF DEPENDENCY
ORDER OF DISMISSALS
ORDER OF DISPOSITION
ORDER OF DISPOSITION ON DEPENDENCY
ORDER ON REVIEW HEARING
PERMANENCY PLANNING HEARING
PERMANENCY PLANNING HEARING ORDER
PETITION FOR TERMINATION OF PARENT-CHILD RELATIONSHIP
REVIEW HEARING
SHELTER CARE HEARING: CONTESTED
SHELTER CARE HEARING: UNCONTESTED
SHELTER CARE ORDERS
ORDER OF CONTINUANCES
GENERAL ORDER CODE

The AOC Comptroller maintains an allocation spreadsheet (model) that utilizes this caseload data to create a percentage of total statewide filings for each county, based on a moving average of three-year filings of each case type.

After updated DEP data is collected, the data is loaded into the model which in turn uses a formula to create the statewide percentages by county. The percentages are applied to the appropriation amount by fiscal year, thus producing the allocation amounts available to counties.

Audit Process

The AOC Comptroller will periodically audit CASA/Volunteer GAL program reimbursement requests to ensure requests are supported.

Each year, the AOC Comptroller will randomly select several courts/counties for audit. On-site audits are not required by the State Auditor's Office (SAO), but the AOC and AOC Comptroller reserve the right to schedule on-site audits if desired or required.

The AOC Comptroller (or designee) will review payroll records, invoices, travel vouchers, and any other records of expenses related to CASA/Volunteer GAL program reimbursement requests. The AOC Comptroller will ensure that expenses detailed on any of these (or other) reimbursement request documents are supported by required approval and signature of appropriate county staff, and that the expenses detailed are in support of the CASA/Volunteer GAL program in that county.

Following this review, the AOC Comptroller (or designee) will provide a signed report to the county and to the AOC CASA/Volunteer GAL program audit file certifying compliance with audit requirements. See next page for sample report.

**State of Washington
Administrative Office of the Courts**

I, [AOC Comptroller name], have reviewed the CASA/Volunteer GAL program reimbursement documents and supporting documentation provided by [county and county designee name] for the time period Fiscal Year [20XX], and do hereby declare that:

☐ Documentation is in compliance with CASA/Volunteer GAL program cost reimbursement requirements.

☐ Documentation is not in compliance with CASA/Volunteer GAL program cost reimbursement requirements. The following corrective action must be taken:

Summary/detail of corrective action and completion provided here.

Signed

AOC Comptroller/Designee

Date

CASA/VOLUNTEER GAL PROGRAM MONTHLY DETAIL REPORT

EXHIBIT B

Administrative Office of the Courts
(submit monthly with A-19 invoice)

COURT: _____

MONTH/YEAR: _____

ADMINISTRATIVE

Computer Set-Up
CASA/WACAP Membership Dues

Total \$ _____ -

STAFF/FTE

Salaries
Benefits

Total \$ _____ -

CONTRACTS/ SERVICE DELIVERY

Advertising

Total \$ _____ -

GOODS/SERVICES

- Supplies
- Communication (Telephone/Postage)
- Other (Computer/Licenses)

Total \$ _____ -

TRAVEL

- Mileage
- Per Diem
- Other (Registrations fees)

Total \$ _____ -

GRAND TOTAL

\$ _____ -

CASA/Volunteer GAL Program Bi-Annual Report to AOC

Court/Program Name:	
Contract Number:	IAA23022
Reporting Period: (i.e. Jan-June or July-Dec 20XX)	
Person Reporting:	
Email:	
Phone:	
Today's Date:	

Filing Data	
1. Number of dependency petitions filed during the reporting period.	
2. Number of children with a dependency petition filed during the reporting period who were appointed a CASA/Volunteer GAL.	
3. Number of children with a dependency petition filed during the reporting period who were appointed a staff or compensated GAL.	
4. Number of children with a dependency petition filed during the reporting period who were appointed an attorney.	
5. Number of children with a dependency petition filed during the reporting period without representation.	
Cumulative Data	
1. Total number of children with a CASA/Volunteer GAL at the beginning of the reporting period.	
2. Total number of children with a CASA/Volunteer GAL at the end of the reporting period.	
3. Total number of children with a staff or compensated GAL at the beginning of the reporting period.	
4. Total number of children with a staff or compensated GAL at the end of the reporting period.	
5. Total number of children with an attorney at the beginning of the reporting period (Pursuant to RCW 13.34.100).	
6. Total number of children with an attorney at the end of the reporting period.	
7. Total number of children without any representation at the beginning of the reporting period.	
8. Total number of children without any representation at the end of the reporting period.	
Fiscal and Staff Data	
1. % of total program budget supported by state funds (excluding federal court improvement funds).	
2. % of total program budget supported by county funds (maintenance of effort).	
3. Number of program managers and/or volunteer coordinators (total full or partial FTEs).	
4. Number of administrative staff (total full or partial FTEs).	
5. Number of active volunteers.	

Return completed report to sondra.hahn@courts.wa.gov



AGENDA ITEM SUMMARY

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

3
8/15/22

Department: HHS/BOCC

WORK SESSION ☒ Meeting Date: 8-15-22

REGULAR AGENDA ☒ Meeting Date: 8-23-22

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Board of Health at their July 19, 2022 agreed to make changes to Chapter 41.01, Clallam County Board of Health Regulations. Pursuant to RCW 70.05.030, changes to the membership 41.01.020 of a local Board of Health must be made by ordinance enacted by the Board of County Commissioners.

Review draft ordinance and approve a call for hearing.

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?)

Review Ordinance to amend membership of the Board of Health Section 41.01.020, Membership of the Board. Request a call for hearing to be approved on August 23, 2022 for a hearing to be held on Tuesday, September 6, 2022 at 10:30 a.m.

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

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo – Director Health and Human Services and Board of Commissioners

Relevant Departments: Health and Human Services and Board of Commissioners

Date submitted: 8-9-22

* 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)

Board of Health Ordinance membership 8-23-22

Revised: 3-04-2019

PUBLIC HEARING

An ordinance amending Clallam County Code
Chapter 41.01, Clallam County Board of Health

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday September 6, 2022 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website www.clallam.net or a free copy can be mailed to you upon request.

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233

FORMAL IDENTIFICATION: An ordinance amending Clallam County Code Chapter 41.01, Clallam County Board of Health

SUMMARY OF PROPOSED CHANGES:

Section 41.01.020 – Membership of the Board positions.

See copy of full Ordinance at: <http://www.clallam.net/bocc/drafts.html>

Publish: August 26, 2022

Bill: Health and Human Services Department

Loni Gores, CMC, Clerk of the Board

Ordinance _____

An ordinance amending Clallam County Code
Chapter 41.01, Clallam County Board of Health

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 41.01.020 Membership of the board, is amended as follows;

The Board of Health shall be composed of ~~eight~~ eleven members. The three elected members of the Clallam County Board of Commissioners shall be members of the Board of Health. Appointed members of the Board of Health shall include one elected City Council member; one public health, health care facilities, and providers; one consumers of public health; ~~one~~ four Tribal representatives selected by the American Indian Health Commission; and one community stakeholder, as described in RCW 70.05.035.

ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

4
8/15/22



AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** August 15, 2022

REGULAR AGENDA ☒ **Meeting Date:** August 23, 2022

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11322-22-SH | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The attached contract is between Clallam County Health and Human Services and Serenity House of Clallam County. This funding will be utilized to provide hotel stays for families with children when shelter is at capacity, clients on the By-Name list which is compiled through the vulnerability score, and those needing quarantine space for contagious diseases after leaving the hospital.

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

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name:

Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: August 9, 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)

Contract 11322-22-SH



PERSONAL SERVICES AGREEMENT

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

Name: Serenity House of Clallam County

Address: PO Box 4047

Port Angeles, WA 98363

Phone No: 360-452-9866

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of July 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this August day of July 2022.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Sharon E. Maggard

Mark Ozias, Chair

Print name: Sharon Maggard

Title: Executive Director

Date: Aug 1, 2022

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The Clallam County Department of Health & Human Services has received funding from the Washington State Department of Commerce for Hotel Leasing and Rapid Re-Housing. The Department of Commerce (Commerce) is making available state document recording fee funds to pay for the leasing of hotel and motel rooms (whole buildings, blocks of room, or individual rooms), repair of damages beyond regular wear and tear to hotel and motel rooms, rent assistance for people experiencing homelessness (rapid re-housing), outreach associated with bringing people into housing, and associated operation and services costs. Funds supporting these activities must be utilized between July 1, 2022 and June 30, 2023.

These funds will be administered under Consolidated Homeless Grant (CHG) Guidelines:

<https://deptofcommerce.app.box.com/s/4d1ilui45uqljmhseufez4flxqv1q6b>

Eligible Housing Interventions

- Hotel leasing: Emergency Shelter - Continuous-stay Shelter (defined in CHG guidelines, section 3.1.1.2)
- Rent assistance for people experiencing homelessness: Rapid Re-housing (defined in CHG guidelines, section 3.2.2)
- Rent Payments and Other Housing Costs for Rapid Re-housing (defined in CHG guidelines, section 5.1)

Eligible Costs

- Operations, including services and outreach (defined in CHG guidelines, section 5.3)
- Hotel Leasing, including repair of damages beyond regular wear and tear to hotel and motel rooms (defined in Facility Support Lease Payments and Other Facility Costs as applicable in the CHG guidelines, section 5.2.1 and 5.2.2)
- Rent Payments and Other Housing Costs for Rapid Re-housing (defined in CHG guidelines, section 5.1)

Eligible Households

- Homeless housing status (defined in CHG guidelines, section 4.3.1, or SDG guidelines, section 5.3.1)
- Households entering emergency shelter are exempt from housing status requirements (defined in CHG guidelines, section 4.4)
- Income verification is not required at program entry. After the first 90 days of program participation income must be certified at or below 30 percent of area median income (defined in CHG guidelines, section 4.5 and 9.5 appendix E)

Participants receiving assistance under this funding shall be engaged in ongoing case management services. Any damages beyond regular wear and tear of hotel/motel rooms shall be deducted from the budget lines "Extended Family Shelter, Emergency Housing and Emergency Shelter". No additional funding will be available to cover damages or repairs.

Maximum consideration for this contract is **\$35,775.00**.

All monthly billings will be submitted on the county provided invoice and accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Extended Family Shelter	\$15,000.00
Emergency Housing	\$15,000.00
Emergency Shelter	\$5,775.00
TOTAL	\$35,775.00

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

HMIS:

Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines. Our Agency can be found in HMIS and the project name is "CCHHotel Vouchers".

CRIMINAL HISTORY BACKGROUND CHECK:

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

COMMERCE and the State of Washington are not liable for claims or damages from a subcontractor's performance of the subcontract.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of thirty five thousand seven hundred seventy five DOLLARS (**\$35,775.00**) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

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

OR

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

Name/Position

Hourly Rate

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

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

In no event shall Contractor be compensated in excess of DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name: Christine Dunn
Title: Behavioral Health and Homelessness Program Coordinator
Address: 111 E 3rd St Port Angeles, WA 98362
Telephone: 360-417-2582
E-mail: christine.dunn@clallamcountywa.gov

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

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

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

☐ With each request for payment.

☐ Monthly.

☐ Quarterly.

☐ Semi-annually.

☐ Annually.

☐ Project completion.

☒ Other (specify): The Department of Commerce Homeless Management Information System (HMIS)

Progress reports shall include, at a minimum, the following: All client data shall be entered into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.



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

☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death \$1,000,000 per occurrence

\$2,000,000 aggregate

Property damage \$1,000,000 per occurrence

\$2,000,000 aggregate

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

\$2,000,000 per occurrence

☒ **WORKERS COMPENSATION:**

Statutory amount

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

5
8/15/22



AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** August 15, 2022

REGULAR AGENDA ☒ **Meeting Date:** August 23, 2022

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11322-22-FSFSS | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The attached contract is between Clallam County Health and Human Services and First Step Family Support Center. This funding will be utilized to provide single night hotel rooms, weekly hotel rooms, deposits needed for rapid rehousing and rental assistance.

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

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name:  Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: August 9, 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)

Contract 11322-22-F5FSS



PERSONAL SERVICES AGREEMENT

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

Name: First Step Family Support Center

Address: PO Box 249
Port Angeles, WA 98362

Phone N^o: 360-457-8355

(hereinafter called "Contractor").

This Agreement is comprised of:

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

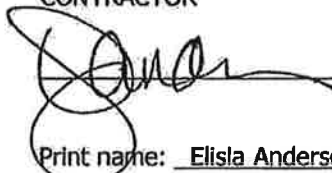
copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of July 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this August day of July 2022.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS



Print name: Elisla Anderson

Mark Ozias, Chair

Title: Executive Director

Date: August 2, 2022

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The Clallam County Department of Health & Human Services has received funding from the Washington State Department of Commerce for Hotel Leasing and Rapid Re-Housing. The Department of Commerce (Commerce) is making available state document recording fee funds to pay for the leasing of hotel and motel rooms (whole buildings, blocks of room, or individual rooms), repair of damages beyond regular wear and tear to hotel and motel rooms, rent assistance for people experiencing homelessness (rapid re-housing), outreach associated with bringing people into housing, and associated operation and services costs. Funds supporting these activities must be utilized between July 1, 2022 and June 30, 2023.

These funds will be administered under Consolidated Homeless Grant (CHG) Guidelines:

<https://deptofcommerce.app.box.com/s/4d1ilui45uqljmhseufez4flxqv1q6b>

Eligible Housing Interventions

- Hotel leasing: Emergency Shelter - Continuous-stay Shelter (defined in CHG guidelines, section 3.1.1.2)
- Rent assistance for people experiencing homelessness: Rapid Re-housing (defined in CHG guidelines, section 3.2.2)
- Rent Payments and Other Housing Costs for Rapid Re-housing (defined in CHG guidelines, section 5.1)

Eligible Costs

- Operations, including services and outreach (defined in CHG guidelines, section 5.3)
- Hotel Leasing, including repair of damages beyond regular wear and tear to hotel and motel rooms (defined in Facility Support Lease Payments and Other Facility Costs as applicable in the CHG guidelines, section 5.2.1 and 5.2.2)
- Rent Payments and Other Housing Costs for Rapid Re-housing (defined in CHG guidelines, section 5.1)

Eligible Households

- Homeless housing status (defined in CHG guidelines, section 4.3.1, or SDG guidelines, section 5.3.1)
- Households entering emergency shelter are exempt from housing status requirements (defined in CHG guidelines, section 4.4)
- Income verification is not required at program entry. After the first 90 days of program participation income must be certified at or below 30 percent of area median income (defined in CHG guidelines, section 4.5 and 9.5 appendix E)

Participants receiving assistance under this funding shall be engaged in ongoing case management services. Any damages beyond regular wear and tear of hotel/motel rooms shall be deducted from the budget line "Hotel/Motel Rooms". No additional funding will be available to cover damages or repairs.

Maximum consideration for this contract is \$80,145.00.

All monthly billings will be submitted on the county provided invoice and accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Single Night Hotel Rooms	\$8,000.00
Weekly Hotel Rooms	\$25,000.00
Rapid Re-Housing	\$38,400.00
Monthly Rent	\$8,745.00
TOTAL	\$80,145.00

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

HMIS:

Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines. Our Agency can be found in HMIS and the project name is "CCHHotel Vouchers".

CRIMINAL HISTORY BACKGROUND CHECK:

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

COMMERCE and the State of Washington are not liable for claims or damages from a subcontractor's performance of the subcontract.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of eighty thousand one hundred and forty five DOLLARS (\$**80,145.00**) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

OR

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

Name/Position

Hourly Rate

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

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

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify): _____

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christine.dunn@clallamcountywa.gov

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

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

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.

☒ Other (specify): The Department of Commerce Homeless Management Information System (HMIS)

Progress reports shall include, at a minimum, the following: All client data shall be entered into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.



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

☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death \$1,000,000 per occurrence

\$2,000,000 aggregate

Property damage \$1,000,000 per occurrence

\$2,000,000 aggregate

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

\$2,000,000 per occurrence

☒ **WORKERS COMPENSATION:**

Statutory amount

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

6
8/15/22

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date:** August 15, 2022

REGULAR AGENDA ☒ **Meeting Date:** August 23, 2022

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11322-22-RTRCSG | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The attached contract is between Clallam County Health & Human Services and Reflections Counseling Services Group. This funding will be utilized for rapid rehousing funds to be allocated for emergency hotel lodging, move-in assistance including deposits, first and last months' rent, application fees, costs associated with moving into Oxford Housing and outreach.

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

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: August 9, 2022

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



PERSONAL SERVICES AGREEMENT

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

Name: REAL team of Reflections Counseling Services Group

Address: 3430 E. Hwy 101
Port Angeles, WA 98362

Phone N°: 360-452-4062

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of July 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this August day of July 2022.

CONTRACTOR

A handwritten signature in black ink, appearing to read "G'Neil Ashley".

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Print name: G'Neil Ashley

Title: Administrator

Date: 8/1/2022, 2022

ATTEST:

Loni Gores, Clerk of the Board

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The Clallam County Department of Health & Human Services has received funding from the Washington State Department of Commerce for Hotel Leasing and Rapid Re-Housing. The Department of Commerce (Commerce) is making available state document recording fee funds to pay for the leasing of hotel and motel rooms (whole buildings, blocks of room, or individual rooms), repair of damages beyond regular wear and tear to hotel and motel rooms, rent assistance for people experiencing homelessness (rapid re-housing), outreach associated with bringing people into housing, and associated operation and services costs. Funds supporting these activities must be utilized between July 1, 2022 and June 30, 2023.

These funds will be administered under Consolidated Homeless Grant (CHG) Guidelines:

<https://deptofcommerce.app.box.com/s/4d1ilui45uqljmhseufe4flxqv1q6b>

Eligible Housing Interventions

- Hotel leasing: Emergency Shelter - Continuous-stay Shelter (defined in CHG guidelines, section 3.1.1.2)
- Rent assistance for people experiencing homelessness: Rapid Re-housing (defined in CHG guidelines, section 3.2.2)
- Rent Payments and Other Housing Costs for Rapid Re-housing (defined in CHG guidelines, section 5.1)

Eligible Costs

- Operations, including services and outreach (defined in CHG guidelines, section 5.3)
- Hotel Leasing, including repair of damages beyond regular wear and tear to hotel and motel rooms (defined in Facility Support Lease Payments and Other Facility Costs as applicable in the CHG guidelines, section 5.2.1 and 5.2.2)
- Rent Payments and Other Housing Costs for Rapid Re-housing (defined in CHG guidelines, section 5.1)

Eligible Households

- Homeless housing status (defined in CHG guidelines, section 4.3.1, or SDG guidelines, section 5.3.1)
- Households entering emergency shelter are exempt from housing status requirements (defined in CHG guidelines, section 4.4)
- Income verification is not required at program entry. After the first 90 days of program participation income must be certified at or below 30 percent of area median income (defined in CHG guidelines, section 4.5 and 9.5 appendix E)

Participants receiving assistance under this funding shall be engaged in ongoing case management services. Any damages beyond regular wear and tear of hotel/motel rooms shall be deducted from the budget line "Temporary Housing & Rapid Re-Housing Costs". No additional funding will be available to cover damages or repairs.

Maximum consideration for this contract is **\$75,050.00**.

All monthly billings will be submitted on the county provided invoice and accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Temporary Housing & Rapid Re-Housing Costs	\$67,545.00
Miscellaneous Outreach/Transportation	\$7,505.00
TOTAL	\$75,050.00

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

HMIS:

Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines. Our Agency can be found in HMIS and the project name is "CCHHotel Vouchers".

CRIMINAL HISTORY BACKGROUND CHECK:

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

COMMERCE and the State of Washington are not liable for claims or damages from a subcontractor's performance of the subcontract.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of seventy five thousand and fifty DOLLARS (**\$75,050.00**) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

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

OR

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

Name/Position

Hourly Rate

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

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

In no event shall Contractor be compensated in excess of DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.
- In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

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

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

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

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

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

Name: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christine.dunn@clallamcountywa.gov

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

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

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

☐ With each request for payment.

☐ Monthly.

☐ Quarterly.

☐ Semi-annually.

☐ Annually.

☐ Project completion.

☒ Other (specify): The Department of Commerce Homeless Management Information System (HMIS)

Progress reports shall include, at a minimum, the following: All client data shall be entered into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.



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

☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death \$1,000,000 per occurrence

\$2,000,000 aggregate

Property damage \$1,000,000 per occurrence

\$2,000,000 aggregate

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

\$2,000,000 per occurrence

☒ **WORKERS COMPENSATION:**

Statutory amount

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

7
8/11/22

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** August 15, 2022

REGULAR AGENDA ☒ **Meeting Date:** August 23, 2022

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # 11322-22-OPCC |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The attached contract is between Clallam County Health & Human Services and Olympic Peninsula Community Clinic (OPCC). This funding will be utilized to fund rapid rehousing needs such as Oxford House deposits, first month's rent, application fees associated with housing, hotel leasing/emergency stays, and outreach.

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

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name:

Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: August 9, 2022

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



PERSONAL SERVICES AGREEMENT

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

Name: Olympic Peninsula Community Clinic
Address: 819 Georgiana St.
Port Angeles, WA 98362
Phone N°: 360-461-1614

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of July 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this August day of July 2022.

CONTRACTOR

T. Scott Brandon

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Print name: T. Scott Brandon

Title: Executive Director OPCC

Date: 01-Aug, 2022

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The Clallam County Department of Health & Human Services has received funding from the Washington State Department of Commerce for Hotel Leasing and Rapid Re-Housing. The Department of Commerce (Commerce) is making available state document recording fee funds to pay for the leasing of hotel and motel rooms (whole buildings, blocks of room, or individual rooms), repair of damages beyond regular wear and tear to hotel and motel rooms, rent assistance for people experiencing homelessness (rapid re-housing), outreach associated with bringing people into housing, and associated operation and services costs. Funds supporting these activities must be utilized between July 1, 2022 and June 30, 2023.

These funds will be administered under Consolidated Homeless Grant (CHG) Guidelines:

<https://deptofcommerce.app.box.com/s/4d1lui45uqljmhseufez4flxqv1q6b>

Eligible Housing Interventions

- Hotel leasing: Emergency Shelter - Continuous-stay Shelter (defined in CHG guidelines, section 3.1.1.2)
- Rent assistance for people experiencing homelessness: Rapid Re-housing (defined in CHG guidelines, section 3.2.2)
- Rent Payments and Other Housing Costs for Rapid Re-housing (defined in CHG guidelines, section 5.1)

Eligible Costs

- Operations, including services and outreach (defined in CHG guidelines, section 5.3)
- Hotel Leasing, including repair of damages beyond regular wear and tear to hotel and motel rooms (defined in Facility Support Lease Payments and Other Facility Costs as applicable in the CHG guidelines, section 5.2.1 and 5.2.2)
- Rent Payments and Other Housing Costs for Rapid Re-housing (defined in CHG guidelines, section 5.1)

Eligible Households

- Homeless housing status (defined in CHG guidelines, section 4.3.1, or SDG guidelines, section 5.3.1)
- Households entering emergency shelter are exempt from housing status requirements (defined in CHG guidelines, section 4.4)
- Income verification is not required at program entry. After the first 90 days of program participation income must be certified at or below 30 percent of area median income (defined in CHG guidelines, section 4.5 and 9.5 appendix E)

Participants receiving assistance under this funding shall be engaged in ongoing case management services. Any damages beyond regular wear and tear of hotel/motel rooms shall be deducted from the budget line "Vouchers". No additional funding will be available to cover damages or repairs.

Maximum consideration for this contract is **\$41,200.00**.

All monthly billings will be submitted on the county provided invoice and accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Outreach Staff	\$10,000.00
Vouchers	\$31,200.00
TOTAL	\$41,200.00

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

HMIS:

Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines. Our Agency can be found in HMIS and the project name is "CCHHotel Vouchers".

CRIMINAL HISTORY BACKGROUND CHECK:

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

COMMERCE and the State of Washington are not liable for claims or damages from a subcontractor's performance of the subcontract.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of forty one thousand two hundred DOLLARS (**\$41,200.00**) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

OR

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

Name/Position

Hourly Rate

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

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

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify): _____

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christine.dunn@clallamcountywa.gov

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

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

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

- ☒ 1. **Reporting.** The Contractor shall submit written progress reports to the County Project Manager as set forth below:
- ☐ With each request for payment.
 - ☐ Monthly.
 - ☐ Quarterly.
 - ☐ Semi-annually.
 - ☐ Annually.
 - ☐ Project completion.
 - ☒ Other (specify): The Department of Commerce Homeless Management Information System (HMIS)
- Progress reports shall include, at a minimum, the following: All client data shall be entered into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.
- ☒ 2. **Insurance.** The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:
- | | |
|---|----------------------------|
| ☒ COMMERCIAL GENERAL LIABILITY: | |
| Bodily injury, including death | \$1,000,000 per occurrence |
| | \$2,000,000 aggregate |
| Property damage | \$1,000,000 per occurrence |
| | \$2,000,000 aggregate |
| ☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail) | \$2,000,000 per occurrence |
| ☒ WORKERS COMPENSATION: | Statutory amount |

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

8
8/15/22

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:** August 15, 2022

REGULAR AGENDA ☐ **Meeting Date:** August 23, 2022

Required originals approved and attached? ☒

Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 11311-22-OCAP

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: The attached contract is between Clallam County Health and Human Services and Olympic Community Action Program (OlyCAP). This funding will be utilized to house unhoused persons or families into hotel/motel rooms in Sequim until housing becomes available, outreach, and associated 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?** ☐

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name:

Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: August 9, 2022

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

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



PERSONAL SERVICES AGREEMENT

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

Name: Olympic Community Action Program

Address: 2120 W. Sims Way
Port Townsend, WA 98368

Phone No: 360-385-2571

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of July 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this August day of July 2022.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Print name: Kathy Morgan

Title: Director Housing & Community Development

Date: 8/4/22, 2022

ATTEST:

Mark Ozias, Chair

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

SCOPE OF WORK

The Clallam County Department of Health & Human Services has received funding from the Washington State Department of Commerce for Hotel Leasing and Rapid Re-Housing. The Department of Commerce (Commerce) is making available state document recording fee funds to pay for the leasing of hotel and motel rooms (whole buildings, blocks of room, or individual rooms), repair of damages beyond regular wear and tear to hotel and motel rooms, rent assistance for people experiencing homelessness (rapid re-housing), outreach associated with bringing people into housing, and associated operation and services costs. Funds supporting these activities must be utilized between July 1, 2022 and June 30, 2023.

These funds will be administered under Consolidated Homeless Grant (CHG) Guidelines:

<https://deptofcommerce.app.box.com/s/4d1ilui45uqljmhseufez4flxqv1q6b>

Eligible Housing Interventions

- Hotel leasing: Emergency Shelter - Continuous-stay Shelter (defined in CHG guidelines, section 3.1.1.2)
- Rent assistance for people experiencing homelessness: Rapid Re-housing (defined in CHG guidelines, section 3.2.2)
- Rent Payments and Other Housing Costs for Rapid Re-housing (defined in CHG guidelines, section 5.1)

Eligible Costs

- Operations, including services and outreach (defined in CHG guidelines, section 5.3)
- Hotel Leasing, including repair of damages beyond regular wear and tear to hotel and motel rooms (defined in Facility Support Lease Payments and Other Facility Costs as applicable in the CHG guidelines, section 5.2.1 and 5.2.2)
- Rent Payments and Other Housing Costs for Rapid Re-housing (defined in CHG guidelines, section 5.1)

Eligible Households

- Homeless housing status (defined in CHG guidelines, section 4.3.1, or SDG guidelines, section 5.3.1)
- Households entering emergency shelter are exempt from housing status requirements (defined in CHG guidelines, section 4.4)
- Income verification is not required at program entry. After the first 90 days of program participation income must be certified at or below 30 percent of area median income (defined in CHG guidelines, section 4.5 and 9.5 appendix E)

Participants receiving assistance under this funding shall be engaged in ongoing case management services. Any damages beyond regular wear and tear of hotel/motel rooms shall be deducted from the budget line "Hotel/Motel RRH". No additional funding will be available to cover damages or repairs.

Maximum consideration for this contract is **\$59,250.00**.

All monthly billings will be submitted on the county provided invoice and accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Operation & Services	\$7,406.00
Salaries	\$30,000.00
Hotel/Motel RRH	\$21,844.00
TOTAL	\$59,250.00

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

HMIS:

Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines. Our Agency can be found in HMIS and the project name is "CCHHotel Vouchers".

CRIMINAL HISTORY BACKGROUND CHECK:

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

COMMERCE and the State of Washington are not liable for claims or damages from a subcontractor's performance of the subcontract.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of fifty nine thousand two hundred fifty DOLLARS (**\$59,250.00**) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

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

OR

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

Name/Position

Hourly Rate

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

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

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christine.dunn@clallamcountywa.gov

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

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

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

- ☒ 1. **Reporting.** The Contractor shall submit written progress reports to the County Project Manager as set forth below:
- ☐ With each request for payment.
 - ☐ Monthly.
 - ☐ Quarterly.
 - ☐ Semi-annually.
 - ☐ Annually.
 - ☐ Project completion.
 - ☒ Other (specify): The Department of Commerce Homeless Management Information System (HMIS)

Progress reports shall include, at a minimum, the following: All client data shall be entered into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.

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

☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death \$1,000,000 per occurrence

\$2,000,000 aggregate

Property damage \$1,000,000 per occurrence

\$2,000,000 aggregate

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

\$2,000,000 per occurrence

- ☒ **WORKERS COMPENSATION:**

Statutory amount

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

9
8/15/22

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date:** August 15, 2022

REGULAR AGENDA ☒ **Meeting Date:** August 23, 2022

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11322-22-TAFY | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The attached contract is between Clallam County Health & Human Services and The Answer for Youth (TAFY). This funding will be utilized to provide stop-gap measures to cover the immediate needs of those at imminent risk of homelessness such as; emergency rent payments, emergency car repair to maintain employment, and emergency utility payments.

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

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name:  KEVIN LOHR

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: August 10, 2022

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



PERSONAL SERVICES AGREEMENT

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

Name: The Answer For Youth (TAFY)

Address: PO Box 633

Port Angeles, WA 98362

Phone N°: 360-670-4363

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of July 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

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

CONTRACTOR

A handwritten signature in cursive script, appearing to read "Susan Hillgren", written over a horizontal line.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Print name: Susan Hillgren

Title: Director

Date: 8-10, 2022

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

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

SCOPE OF WORK

The Clallam County Department of Health & Human Services has received funding from the Washington State Department of Commerce for Hotel Leasing and Rapid Re-Housing. The Department of Commerce (Commerce) is making available state document recording fee funds to pay for the leasing of hotel and motel rooms (whole buildings, blocks of room, or individual rooms), repair of damages beyond regular wear and tear to hotel and motel rooms, rent assistance for people experiencing homelessness (rapid re-housing), outreach associated with bringing people into housing, and associated operation and services costs. Funds supporting these activities must be utilized between July 1, 2022 and June 30, 2023.

These funds will be administered under Consolidated Homeless Grant (CHG) Guidelines:

<https://deptofcommerce.app.box.com/s/4d1lul45uqljmhseufez4flxqv1q6b>

Eligible Housing Interventions

- Hotel leasing: Emergency Shelter - Continuous-stay Shelter (defined in CHG guidelines, section 3.1.1.2)
- Rent assistance for people experiencing homelessness: Rapid Re-housing (defined in CHG guidelines, section 3.2.2)
- Rent Payments and Other Housing Costs for Rapid Re-housing (defined in CHG guidelines, section 5.1)

Eligible Costs

- Operations, including services and outreach (defined in CHG guidelines, section 5.3)
- Hotel Leasing, including repair of damages beyond regular wear and tear to hotel and motel rooms (defined in Facility Support Lease Payments and Other Facility Costs as applicable in the CHG guidelines, section 5.2.1 and 5.2.2)
- Rent Payments and Other Housing Costs for Rapid Re-housing (defined in CHG guidelines, section 5.1)

Eligible Households

- Homeless housing status (defined in CHG guidelines, section 4.3.1, or SDG guidelines, section 5.3.1)
- Households entering emergency shelter are exempt from housing status requirements (defined in CHG guidelines, section 4.4)
- Income verification is not required at program entry. After the first 90 days of program participation income must be certified at or below 30 percent of area median income (defined in CHG guidelines, section 4.5 and 9.5 appendix E)

Participants receiving assistance under this funding shall be engaged in ongoing case management services. Any damages beyond regular wear and tear of hotel/motel rooms shall be deducted from the budget line "Hotel/Motel Rooms". No additional funding will be available to cover damages or repairs.

Maximum consideration for this contract is **\$8,580.00**.

All monthly billings will be submitted on the county provided invoice and accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Emergency Rent	\$5,500.00
Emergency Auto Repair	\$1,580.00
Emergency Utilities	\$1,500.00
TOTAL	\$8,580.00

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

HMIS:

Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines. Our Agency can be found in HMIS and the project name is "CCHHotel Vouchers".

CRIMINAL HISTORY BACKGROUND CHECK:

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

COMMERCE and the State of Washington are not liable for claims or damages from a subcontractor's performance of the subcontract.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of eight thousand five hundred eighty DOLLARS (**\$8,580.00**) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

OR

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

Name/Position

Hourly Rate

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

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

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify): _____

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

- (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

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

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

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

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

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

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

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

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

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

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

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

Name: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christine.dunn@clallamcountywa.gov

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

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

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

☐ With each request for payment.

☐ Monthly.

☐ Quarterly.

☐ Semi-annually.

☐ Annually.

☐ Project completion.

☒ Other (specify): The Department of Commerce Homeless Management Information System (HMIS)

Progress reports shall include, at a minimum, the following: All client data shall be entered into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.



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

☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death \$1,000,000 per occurrence

\$2,000,000 aggregate

Property damage \$1,000,000 per occurrence

\$2,000,000 aggregate

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

\$2,000,000 per occurrence

☒ **WORKERS COMPENSATION:**

Statutory amount

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

10
8/15/22

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date: August 15, 2022**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other – Vehicle Purchase |

Documents exempt from public disclosure attached: ☐

Executive summary:

Health and Human Services Department is requesting to utilize the underspent funds from the Overdose to Action Grant from the Department of Health to purchase a department vehicle for the Syringe Services Program. The unspent funds have been approved by DOH (email attached) and will be used to expand our capacity to reach people at risk for overdose throughout the county in areas we don't adequately serve right now, for example, the Sequim area as well as Clallam Bay and other outlying areas where a fixed location to provide this service has been impossible to secure.

The re-allocation for the Overdose to Action Grant is as follows (budget attached):

- Unspent funds for salaries in the amount of \$36,000; Warmth and hygiene in the amount of \$18,000; and travel in the amount of \$1,000, for a total of \$55,000.

Currently, staff is working with local and out of area dealerships on the pricing and availability of a small cargo van. As of this writing, staff has received two quotes for a small cargo van. Dwayne Lane's Dodge dealership in Everett (\$48,687) and Chrysler Dodge of Seattle (\$43,362). Staff is waiting for a quote from Wilder of Port Angeles.

Staff has been in contact with the Washington State Department of Enterprise Services to see the availability of small cargo vans, but at the current time the availability for such vehicles do not exist.

Due to the time constraints, the underspent Overdose to Action Grant will need to occur by August 31, 2022. Staff may request that the BOCC support authorizing an emergency warrant for the purchase of the cargo van if the check cannot be issued by the Auditors Office by August 31, 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)

OD2A Vehicle - Work Session
Revised: 3-04-2019

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

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

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: August 10, 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)

LoPiccolo, Kevin

From: McLane, Karissa
Sent: Friday, August 5, 2022 8:52 AM
To: LoPiccolo, Kevin
Subject: FW: Clallam OD2A Y3 unspent funds
Attachments: Clallam OD2A Y3 Project and Budget_edited 4.25.22.xlsx

And also this confirming the amount.

-----Original Message-----

From: Shankar, Anjali (DOH) <Anjali.Shankar@doh.wa.gov>
Sent: Thursday, August 4, 2022 1:14 PM
To: McLane, Karissa <karissa.mclane@clallamcountywa.gov>; LoPiccolo, Kevin <kevin.lopiccolo@clallamcountywa.gov>; Oppelt, Jennifer <jennifer.oppelt@clallamcountywa.gov>; Crabb, Deanna <deanna.crabb@clallamcountywa.gov>
Cc: House-Higgins, Carolyn (DOH) <Carolyn.House-Higgins@doh.wa.gov>; LoPiccolo, Kevin <kevin.lopiccolo@clallamcountywa.gov>
Subject: RE: Clallam OD2A Y3 unspent funds

Hi Karissa,

This re-allocation plan sounds fine. Please reflect all the moved funds/re-allocated line items on the attached Y3 budget workbook and return it to me whenever you can.

Best,
Anjali

-----Original Message-----

From: McLane, Karissa <karissa.mclane@clallamcountywa.gov>
Sent: Wednesday, August 3, 2022 5:09 PM
To: Shankar, Anjali (DOH) <Anjali.Shankar@doh.wa.gov>; LoPiccolo, Kevin <kevin.lopiccolo@clallamcountywa.gov>; Oppelt, Jennifer <jennifer.oppelt@clallamcountywa.gov>; Crabb, Deanna <deanna.crabb@clallamcountywa.gov>
Cc: House-Higgins, Carolyn (DOH) <Carolyn.House-Higgins@doh.wa.gov>; LoPiccolo, Kevin <kevin.lopiccolo@clallamcountywa.gov>
Subject: RE: Clallam OD2A Y3 unspent funds

External Email

Yes, we also haven't spent down our budgeted travel expenses because everything has been virtual :)

Kevin and Lisa will be going to price out vans locally tomorrow or Thursday to get an idea of what is available but we will be looking for a newer van probably in the range of \$30-55k. This would be an awesome opportunity because buying a newer vehicle will cut down on maintenance costs down the line. If we went up to 55k we'd use the underspent funds like this:

Warmth & hygiene - \$18k
Travel - \$1k
Salaries - \$36K

-----Original Message-----

From: Shankar, Anjali (DOH) <Anjali.Shankar@doh.wa.gov>

Sent: Wednesday, August 3, 2022 4:25 PM

To: McLane, Karissa <karissa.mclane@clallamcountywa.gov>; LoPiccolo, Kevin <kevin.lopiccolo@clallamcountywa.gov>; Oppelt, Jennifer <jennifer.oppelt@clallamcountywa.gov>; Crabb, Deanna <deanna.crabb@clallamcountywa.gov>
Cc: House-Higgins, Carolyn (DOH) <Carolyn.House-Higgins@doh.wa.gov>
Subject: Clallam OD2A Y3 unspent funds

Hey!

So, would the funds for the van be coming from left over warmth and hygiene funds + left over prevention specialist salary funds?

If that's correct, do you have an estimate of:

- how much the van will cost
- how much of the warmth and hygiene funds would go towards the van
- how much of the left over prevention specialist funds would go towards the van

Thanks,
Anjali

-----Original Message-----

From: McLane, Karissa <karissa.mclane@clallamcountywa.gov>
Sent: Wednesday, August 3, 2022 11:25 AM
To: Shankar, Anjali (DOH) <Anjali.Shankar@doh.wa.gov>; LoPiccolo, Kevin <kevin.lopiccolo@clallamcountywa.gov>; Oppelt, Jennifer <jennifer.oppelt@clallamcountywa.gov>; Crabb, Deanna <deanna.crabb@clallamcountywa.gov>
Subject: OD2A

External Email

Hey Anjali,

We realized we had more unspent funds for this year since it took longer than expected to hire the prevention specialist, can we spend more than the left over warmth and hygiene funds on the SSP vehicle?

Thanks,
Karissa

Sent from my iPhone

Office of Healthy and Safe Communities
Department of Health
CDC Overdose Data to Action grant (OD2A)
Total Budget and Local Activities Projections

09/01/21-08/31/22

Applicant: Clallam County Health & Human Services

Budget Summary Total

Funding Period		YEAR 3		REVISION TO PURCHASE VEHICLE	TOTAL REVISED BUDGET
		Sept-Dec 2021	Jan-Aug 2022		
09/01/21-08/31/22	BUDGET SUBMITTED	2021 Con con - ended 12/31/21 - EXPENDED / BILLED	2022 Con Con Amd #2		
SALARIES (row totals from below)	45,000	4,733	53,350	(35,000)	23,083
(Include FTE and benefits breakdowns)			-		
Prevention Specialist	20,000	4,120	31,250	(14,000)	
Supervisor	5,000	613	2,100	(1,000)	
SEP Staff	10,000		10,000	(10,000)	
SEP Staff	10,000		10,000	(10,000)	
			-		
			-		
			-		
BENEFITS	23,956	2,918	5,413	(1,000)	7,330
TRAVEL	-	19	1,000	(1,000)	19
EQUIPMENT (Include total cost of van)	-	-	-	-	-
SUPPLIES (row totals from below)	27,600	-	30,290	(18,000)	12,290
Hygiene and Warmth Items	21,000		20,000	(18,000)	
Fentanyl Test Strips	6,600		7,690		
Office Supplies			2,600		
			-		
			-		
			-		
Subcontracts (row totals from below)	37,678	-	38,000		38,000
			-		
Advertising: Facebook Ads, Radio Ads, Other	7,678		8,000		
Rediscovery Program - Subcontractor	30,000		30,000		
			-		
			-		
VEHICLE PURCHASE			-	55,000	55,000
			-		
			-		
			-		
Approved Indirect Costs (2021=33.33%; 2020=29.84%)(we are taking a reduced amount to balance the max contract budget available)	14,999	1,578	15,439		17,017
Total Budget	149,233	9,248	143,492	-	152,740



AGENDA ITEM SUMMARY

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

11
8/15/22

Department: Parks, Fair and Facilities

WORK SESSION ☒ **Meeting Date:** 8-15-22

REGULAR AGENDA ☒ **Meeting Date:** 8.23.22

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

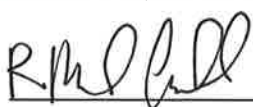
Executive summary:

The State of Washington, acting by and through the Washington State Parks and Recreation Commission at the Commission's November 19, 2020 meeting in Tumwater, Washington, authorized the transfer of Clallam Bay State Park Property, located in Clallam County 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?** ☐
N/A

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

Sign the resolution for Clallam County to formally request and accept to the transfer of the property and agree to maintain the property as a public park space.

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Road
Department and Parks, Fair and Facilities Department

Relevant Departments: Board of Commissioners, Road Department and Parks, Fair and Facilities

Date submitted: 8-10-2022

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



RESOLUTION _____, 2022

REQUESTING THAT THE WASHINGTON STATE PARKS AND RECREATION
COMMISSION TRANSFER OWNERSHIP OF CLALLAM BAY STATE PARK TO CLALLAM
COUNTY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Clallam Bay State Park, also known as Clallam Bay Spit County Park, is situated in Clallam County along the Strait of Juan de Fuca as shown on the map attached hereto as Exhibit A.
2. Clallam Bay Spit County Park is a 33-acre park that is jointly managed with Washington State Parks. Recreational opportunities in the park include access to the Clallam Spit, access to the Clallam River, a picnic area, and a full-service restroom.
3. The park is situated where the nutrient-rich water of the Clallam River empties into the Strait of Juan de Fuca, providing a constant food source for shore and birds including eagles, osprey. The dynamic hydrological interaction between the Clallam River and the tides provide an opportunity to witness drastic changes to the landscape over time.
4. The State of Washington, acting by and through the Washington State Parks and Recreation Commission at the Commission's November 19, 2020 meeting in Tumwater, Washington, authorized the transfer of Clallam Bay State Park Property, located in Clallam County to Clallam County.
5. Clallam County must formally request the transfer of the property and agree to accept the property in order for the transaction to be completed.

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

1. That Clallam County formally requests that the Washington State Parks and Recreation Commission transfer ownership of Clallam Bay State Park to Clallam County to be included within the Clallam County Parks System.
2. And let it also be resolved that Clallam County is willing to accept the transfer of the Deed of Right.

PASSED AND ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

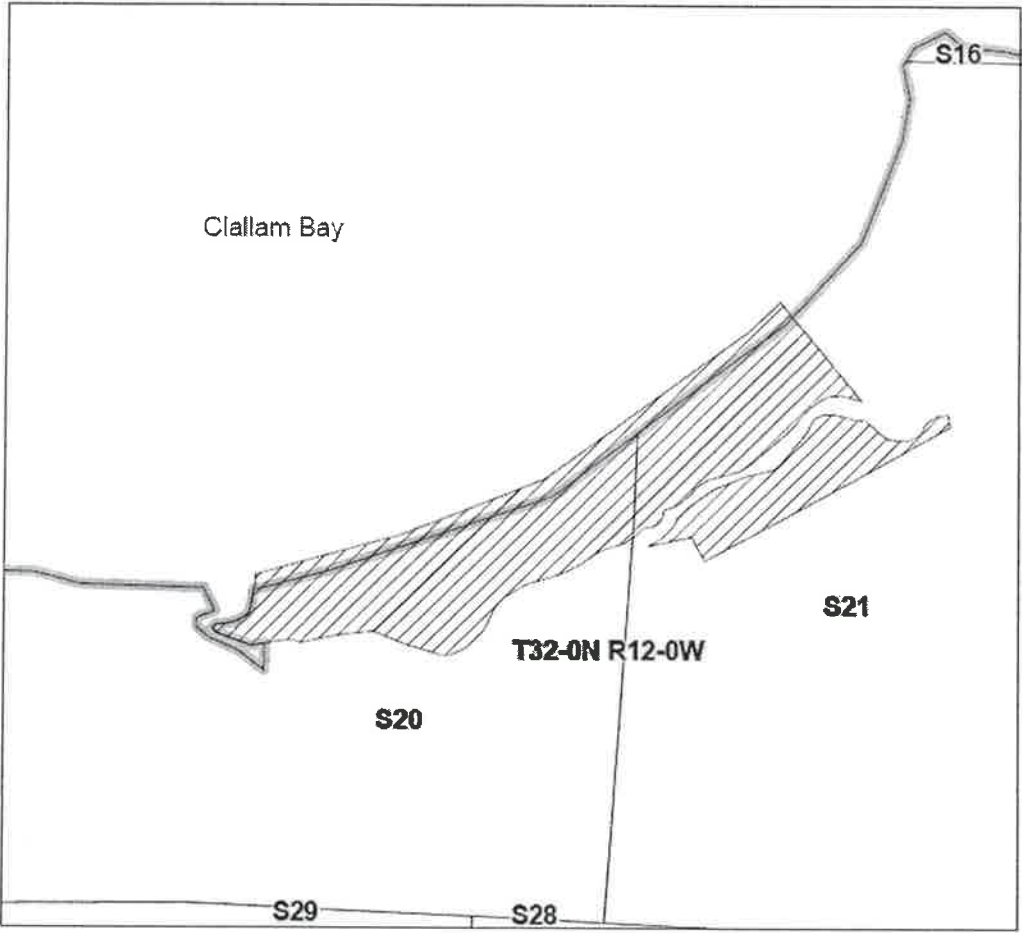
ATTEST:

Randy Johnson

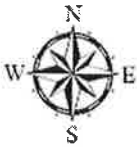
Loni Gores, CMC, Clerk of the Board

Bill Peach

EXHIBIT A
Map of Property



May 17, 2022



 Transferred Parcels

S20, 21 - T32N - R12W, W.M.
Clallam County

Please Record at the request of the Washington
State Parks and Recreation Commission
7100 Cleanwater Lane, Olympia, WA 98504
(no recording fee or excise tax is to be charged
to the State of Washington).

This space reserved for
Recorders Use

DEED OF RIGHT TO USE LAND FOR PUBLIC
RECREATION PURPOSES

517059

The Grantor, Washington State Parks & Recreation Commission
for and in consideration of monies coming in whole or in part from the Outdoor
Recreation Account of the General Fund of the State of Washington and in fulfillment
of terms of the Project Contract identified below, conveys and grants to the State
of Washington individually and as the representative of all the people of the State,
the right to use the real property described below forever for the outdoor recreation
proposes described in the Project Contract entered into between the Grantor and the
State of Washington through the Interagency Committee for Outdoor Recreation entitled
Clallam Bay Project Number 77-503A signed by the Grantor on the
25th day of January, 1977 and by the Interagency Committee on the 20th day of June, 1977
and the application and supporting materials which are on file with the Grantor and
the state in connection with the Project Contract.

The Grantor will not make or permit to be made any use of the real property described
in this deed, or any part of it, which is inconsistent with the right to use for public
outdoor recreation herein granted unless the state, through the Interagency Committee
for Outdoor Recreation or its successors, consents to the inconsistent use, which con-
sent shall be granted only upon conditions which will ensure that other outdoor recreation
land of at least equal fair market value at the time of change of use and of as nearly
as feasible equivalent usefulness and location for the public recreation purposes for
which state assistance was originally granted will be substituted in the manner pro-
vided in RCW 43.99.100 for marine recreation land, whether or not the real property
covered by this deed is marine recreation land. RCW 43.99.100 reads as follows:

"Marine recreation land with respect to which money has been
expended under RCW 43.99.080 shall not, without the approval
of the committee, be converted to uses other than those for
which such expenditure was originally approved. The committee
shall only approve any such conversion upon conditions which
will assure the substitution of other marine recreation land of at
least equal fair market value at the time of conversion and of as
nearly as feasible equivalent usefulness and location."

The real property covered by this deed is described as follows: on the attached
two pages.

This deed shall in no way modify or extinguish the functions of the Grantor under the
Project Contract, including the Grantor's functions to operate and maintain the land
as set out in paragraph 14 of the Project Contract.

Dated this 17th day of February, 1981

CLALLAM COUNTY TREASURER
DEED TAX EXEMPT

By: [Signature]

Title

Assistant Director, Resources Development
Washington State Parks & Recreation Commission

ATTEST:

DATE Feb. 18, 1981

BY [Signature]
dep

STATE OF WASHINGTON)

: SS.

COUNTY OF)

THIS IS TO CERTIFY that on this 17th day of February, 1981 before me the under-
signed Notary Public in and for the State of Washington, duly commissioned and sworn,
personally appeared Carroll W. Johnson, to me personally known to be the Assistant
Director, R.D., of the Washington State Parks & Rec. Comm., that executed the
foregoing deed and acknowledged to me that he signed the same as the free and
voluntary act and deed of said Commission.

WITNESS my hand and official seal the day and year in this certificate first above
written.

[Signature]
Notary Public in and for the State
of Washington, residing at Olympia

Backup P-1-4 VOL 596 301

All that portion of Government Lot 5, Section 20, Township 32 North, Range 12 West, W.M., lying north of Clallam River and westerly of a line 100 feet west of and parallel to the east line of said Section 20. Together with second class tidelands adjoining.

Except a strip of land 40 feet in width conveyed as right of way to Clallam County by deed under Auditor's NO. 224312; records of Clallam County, Washington.

Government Lots 1, 2 and 3, Section 21, Township 32 North, Range 12 West, W.M., Clallam County, Washington;
Except that portion thereof lying southeasterly of the northerly line of East Frontier Street as shown on the plat of Lighthouse Addition, according to Plat thereof recorded in Volume 4 of Plats, page 55, records of Clallam County, Washington;
ALSO Except that portion thereof lying within said Plat of Lighthouse addition;
ALSO except that portion of said Government Lot 3 lying northeasterly of Block 4 of said plat of Lighthouse Addition;
ALSO except that portion of said Government Lot 1 lying southerly of the northerly line of the plat of Bloedel Donovan Lumber Mills' addition to Townsite of Clallam, according to plat thereof recorded in Volume 4 of Plats, page 50, records of Clallam County, Washington;
Also except that portion thereof conveyed to Joe Andre by instrument recorded under auditor's file No. 374327, more particularly described as follows:

A tract of land situated in Government Lot 1, Section 21, Township 32 North, Range 12 West, W.M., Clallam County, Washington, and being more particularly described as follows:

Commencing at the southwest Section corner of said Section 21; thence North $0^{\circ}17'$ West a distance of 1,858.00 feet; thence North $59^{\circ}27'$ East a distance of 517.92 feet; thence North $30^{\circ}33'$ West a distance of 126.76 feet to a point on the easterly line of Lot 9, Bloedel Donovan Lumber Mills' Addition to the Townsite of Clallam and the northerly line of East Frontier Street; said point being the True Point of Beginning; thence continuing North $30^{\circ}33'$ West a distance of 23.24 feet to a point which is the Northeast corner of Lot 9

of Bloedel Donovan Lumber Mills' Addition to the Townsite of Clallam; thence South $59^{\circ}27'$ West along the northwesterly line of Bloedel Donovan Lumber Mills' Addition to the townsite of Clallam a distance of 395.65 feet to a point which is the northwest corner of Lot 1 of Bloedel Donovan Lumber Mills' Addition to the Townsite of Clallam; thence North $00^{\circ}17'$ West along the East line of Quillayute Street, a distance of 173.80 feet to a point; thence North $63^{\circ}37'$ East a distance of 108.45 feet to a point; thence North $67^{\circ}25'$ East a distance of 100.97 feet to a point; thence North $2^{\circ}19'$ East a distance of 100.12 feet to a point; thence North $56^{\circ}37'$ East a distance of 30 feet; thence South $30^{\circ}33'$ East a distance of 146.24 feet to the Northerly line of East Frontier Street; thence South $56^{\circ}37'$ West along the northerly line of East Frontier Street; a distance of 30 feet to the point of Beginning.

TOGETHER with tidelands of the second class in front of, abutting upon, or adjacent to said Government Lots 1 and 2; EXCEPT that portion thereof in front of, abutting upon, or adjacent to said plat of Lighthouse Addition

517059

That portion of the east 100 feet of Government Lot 5 in Section 20, Township 32 North, Range 12 West, W.M., Clallam County, Washington, lying north of the Clallam River, together with tidelands situated in front of, adjacent to and abutting thereon as conveyed by the state of Washington, by Deeds recorded in Volumes 60 of Deeds, Page 168, and 88 of Deeds, Page 483.

That portion of Government Lot 4, Section 20, Township 32 North, Range 12 West, W.M., lying northerly and easterly of the Clallam River. EXCEPT tidelands of the second class situated in front thereof, adjacent thereto or abutting thereon as conveyed by the State of Washington under deed recorded July 6, 1911 in Volume 88 of Deeds, Page 154 and instrument recorded September 17, 1912 in Volume 90 of Deeds, Page 15.

FILED FOR RECORD AT THE REQUEST
OF *Pank & Keesler*
Commissioner
RECORDED IN RECORDS OF CLALLAM CO.
MAR FEB 18 AM 10:20
596 PAGE 301
ALICE C. THORNE, AUDITOR
CLALLAM COUNTY, WASH.
BY *[Signature]* DEPUTY

517059

VOL 596 PAGE 303

AFTER RECORDING RETURN TO:

Washington State Parks and Recreation Commission
Attn: Real Estate Program
PO Box 42650
Tumwater, WA 98501-2650

GOVERNOR'S DEED

Grantor: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE
PARKS AND RECREATION COMMISSION

Grantee: CLALLAM COUNTY

Abbreviated

Legal Desc: Gov Lots 4 and 5 in S20, T32N, R12W, W.M., Gov Lots 1, 2 and 3 in S21, T32N,
R12W, W.M.

Tax Parcel #: 123221320000, 123221230010, 123220410003, 123220410000, 123220420050

WHEREAS, the State of Washington, acting by and through the Washington State Parks and Recreation Commission, at the Commission's November 19, 2020 meeting in Tumwater, Washington, authorized the transfer of Clallam Bay State Park Property, located in Clallam County, to Clallam County; and

WHEREAS, Clallam County, authorized the acceptance of the transfer of Clallam Bay State Park Property from the State of Washington, acting by and through the Washington State Parks and Recreation Commission;

NOW THEREFORE, the STATE OF WASHINGTON, acting by and through the WASHINGTON STATE PARKS AND RECREATION COMMISSION, as Grantor, for and in consideration of the mutual benefits to be derived, pursuant to the provisions of RCW 79A.05.170, and on such terms and conditions as are hereinafter stated, hereby transfers, conveys and quitclaims unto Clallam County, as Grantee, all of its right, title, and interest in and to all of Clallam Bay State Park Property, more particularly described as follows and shown in the attached Exhibit A ("Property").

All that portion of Government Lot 5, section 20, Township 32 North, Range 12 West, W.M., lying north of Clallam River and westerly of a line 100 feet west of and parallel to the east line of said Section 20. Together with second class tidelands adjoining. Except a strip of land 40 feet in width conveyed as right of way to Clallam County by deed under Auditor's No. 224312, records of Clallam County, Washington.

Government Lots One (1), Two (2) and Three (3) in Section Twenty-one (21), Township Thirty-two (32) North, Range Twelve (12) West, W.M., together with all tidelands of the second class in front thereof, abutting thereon or adjacent thereto. Except any portion thereof lying southeasterly of the northerly line of Frontier Street; and EXCEPT any portion thereof lying northerly of the southerly line of the Plate of Lighthouse Addition to the Townsite of Clallam according to plat thereof recorded in Volume 4 of Plates, Page 55, Records of Clallam County; and EXCEPT any portion thereof lying within the plat of Bloedel Donovan Lumber Mills Addition to the Townsite of Clallam; according to plate thereof recorded in Volume 4 of Plats, Page 50, Records of Clallam County; and EXCEPT that portion thereof conveyed to Joe Andre by instrument recorded under Auditor's File No. 374327.

That portion of the east 100 feet of Governmental Lot 5 in Section 20, Township 32 North, Range 12 West, W.M., Clallam County, Washington, lying north of the Clallam River, together with tidelands situated in front of, adjacent to and abutting thereon as conveyed by the state of Washington, by Deed recorded in Volumes 60 of Deeds, Page 168, and 88 of Deeds, Page 483.

That portion of Government Lot 4, Section 20, Township 32 North, Range 12 West, W.M., lying northerly and easterly of the Clallam River, EXCEPT tidelands of the second class situated in front thereof, adjacent thereof or abutting thereon as conveyed by the State of Washington under deed recorded July 6, 1911, in Volume 88 of Deeds, Page 154 and instrument recorded September 17, 1912, in Volume 90 of Deeds, Page 15.

EXCLUDING any oils, gases, coal, ores, mineral and fossils located upon or within the Property, if any.

FURTHER EXCLUDING any commercial, residential, or other development rights, credits or higher and better use values situate to the Property.

AND SUBJECT TO the following terms and conditions:

I

Grantee covenants to continuously use and maintain the property for public outdoor recreation, natural resource conservation, and historical and cultural resource preservation purposes.

II

In the event Grantee breaches the covenants contained in Condition I, ownership of Property shall, upon demand, revert to Grantor, unless otherwise agreed to by Grantor. In the event Grantor makes demand for reversion of Property for violating the deed restriction, Grantee shall (i) clear title to Property of any encumbrances not acceptable to Grantor, and at the option of Grantor, acting in its sole discretion, (ii) remove all improvements to Property and return Property to its natural condition, or (iii) restore all improvements to a decent, safe and sanitary condition, at Grantor's sole option. Grantee shall complete said removal or restoration of Property at its sole cost and expense. If Grantee does not reasonably complete said removal or restoration, Grantor may complete said work and Grantee shall reimburse Grantor for the cost thereof. At Grantor's written request, Grantee shall execute and record a deed to re-convey the Property to Grantor, subject to the requirements provided herein.

III

If Grantee proposes a use or disposal of Property for purposes other than referenced in Condition I, Grantee may request a release of the deed restriction. If Grantor determines the Property is still surplus to the needs of the state for park purposes and if Grantor approves the request for release of the deed restriction, Grantor will issue a release of the deed restriction upon payment to Grantor of the fair market value of the deed release as provided under RCW 79A.05.170(2).

IV

The property conveyed herein is subject to any and all encumbrances.

V

Grantee agrees to accept and be bound by Governor's Executive Order 21-02, attached in Exhibit B, or as replaced by subsequent Governor's Executive Order(s).

Dated this _____ day of _____, 2022.

STATE OF WASHINGTON

GOVERNOR

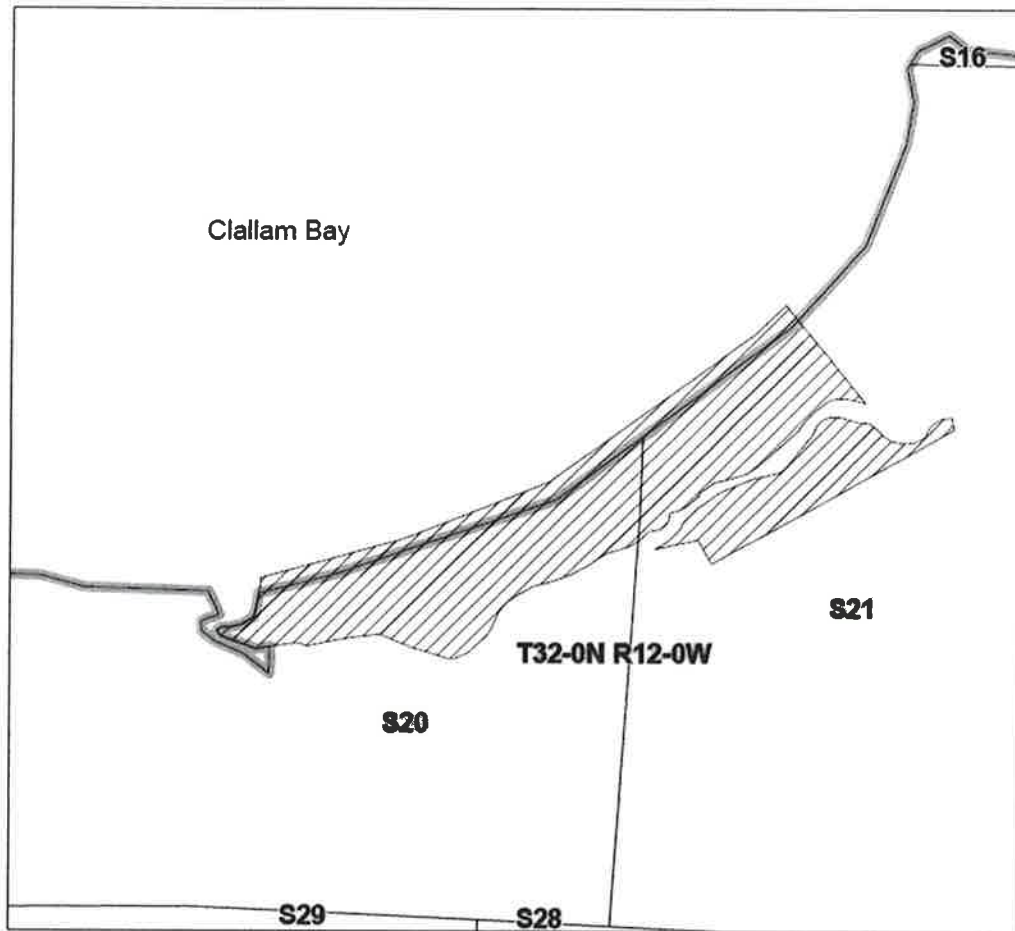
ATTEST: _____

SECRETARY OF STATE

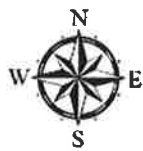
Approved as to form this _____ day
of _____, 2022.

By _____
Andy Woo, Assistant Attorney General

EXHIBIT A
Map of Property



May 17, 2022



 Transferred Parcels

S20, 21 - T32N - R12W, W.M.
Clallam County

EXHIBIT B
Governor's Executive Order 21-02

EXECUTIVE ORDER 21-02

ARCHAEOLOGICAL AND CULTURAL RESOURCES

WHEREAS, Washington has a rich and diverse cultural heritage, as represented by the numerous archaeological and historic sites that have been identified and located throughout our state; and

WHEREAS, Native American sacred places and landscapes are foundational to the identity and spiritual practices of Washington's tribal nations; and

WHEREAS, preservation and protection of these sites provides educational and cultural values for all citizens and leads to better understanding between cultures of our shared history; and

WHEREAS, many people contribute their time and efforts to preserve and protect Washington's unique archaeological and historic archaeological sites, historic buildings, and traditional cultural places; and

WHEREAS, these sites, buildings and places hold special cultural, historical, and spiritual significance for both tribal members and non-tribal members; and

WHEREAS, the Department of Archaeology and Historic Preservation (DAHP) and the Governor's Office of Indian Affairs (GOIA) share statewide responsibility for enhancing the public's awareness of the need and value of protecting Washington's heritage and establishing effective consultation with Native American tribal governments.

NOW, THEREFORE, I, Jay Inslee, Governor of the state of Washington, by virtue of the power vested in me by the Constitution and statutes of the state of Washington, do hereby order the following for all Executive Branch and Small Cabinet agencies within my administration:

1. Agencies shall consult with DAHP and affected tribes on the potential effects of projects on cultural resources proposed in state-funded construction or acquisition projects that will not undergo Section 106 review under the National Historic Preservation Act of 1966 (Section 106), including grant or pass-through funding that culminates in construction or land acquisitions, to determine potential effects to cultural resources.
2. Agency should initiate consultation with DAHP and affected tribes early in the project planning process and must complete it prior to the expenditure of any state funds for construction, demolition or acquisition.

3. State agencies shall take all reasonable action to avoid, minimize or mitigate adverse effects to archeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites or other cultural resources.
4. Consultation under this Executive Order may be delegated to non-state recipients of state funds but the state agency shall retain the responsibility to ensure an adequate consultation process and will be responsible for holding all records related to the tribal consultation process. The agency will provide the records to DAHP to demonstrate completion of the tribal consultation process.
5. Should DAHP or the affected tribes notify an agency that an archaeological or historic archaeological site, historic building/structure or traditional/sacred place study is needed before a project may proceed, the agency must consult with DAHP and the affected tribes for the purpose of seeking agreement on studies that must be completed prior to expenditure of any state funds for construction or purchase.
6. Should DAHP or the affected tribes identify a known archaeological or historic archaeological site, historic building/structure, cultural or sacred place that may be impacted by either direct or indirect effects of the proposed undertaking or activity, the agency must consult with DAHP and the affected tribes on avoidance strategies or methods to minimize harm.
7. In the case of historic buildings/structures, the agency shall develop mitigation strategies in consultation with DAHP and if requested, affected tribes. For all other cultural resources including archaeological and historic archaeological sites or traditional and sacred places the agency may only develop mitigation strategies upon notifying DAHP and the affected tribes that avoidance cannot be attained.
8. Mitigation strategies for archaeological, cultural and sacred sites shall be identified through consultation with DAHP and the affected tribes.
9. In the event of a disagreement regarding the required consultations, or regarding the need or scope for archeological, ethnographic or cultural studies, the funding state agency, DAHP and/or GOIA shall meet with the Office of Financial Management policy and budget staff to identify an appropriate resolution.

The Office of Financial Management is directed to include in its budget and allotment instructions a requirement that agencies consult with DAHP and affected tribes, as appropriate, as part of the budget request and allotment process.

To the extent that they have not already received training, all appropriate state agency employees managing state-funded construction or acquisition projects, including grant or pass-through funding that culminates in construction or land acquisitions, will attend government-to-government training and cultural resource training provided by GOIA and DAHP.

I invite institutions of higher education, public schools, as well as other statewide elected officials, boards, commissions, and any other public agencies not within my administration to implement within their agencies the practices herein described.

This Order is effective immediately and shall supersede Executive Order 05-05, which is hereby rescinded.

Signed and sealed with the official seal of the state of Washington on this 7th day of April, AD., Two Thousand and Twenty-One, at Olympia, Washington.

By:

/s/
Jay Inslee, Governor

DRAFT



AGENDA ITEM SUMMARY

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

12
8/15/22
2d

Department: Parks, Fair and Facilities

WORK SESSION ☒ **Meeting Date: 8-15-22**

REGULAR AGENDA ☒ **Meeting Date: 8-16-22**

Required originals approved and attached? ☐

Will be provided on: 8-11-22

Item summary:

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

Documents exempt from public disclosure attached: ☐

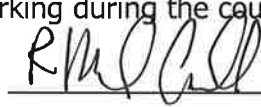
Executive summary:

Limited License Agreement with Port of Port Angeles to utilize airport road adjacent to the airport for staging demolition derby cars and support parking during the county fair.

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?** ☐
N/A

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

BOCC Chair to sign Limited License Agreement with Port of Port Angeles to utilize airport road for staging demolition derby cars and support parking during the county fair.

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Road
Department and Parks, Fair and Facilities Department

Relevant Departments: Board of Commissioners, Road Department and Parks, Fair and Facilities

Date submitted: 8-10-22

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

Agenda item summary Port of PA Fair Agreement

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

Revised: 3-04-2019

LIMITED LICENSE AGREEMENT

THIS AGREEMENT is entered into on the last date signed below, between the PORT OF PORT ANGELES (hereinafter the "Port") and Clallam County Parks Fair and Facilities Department, (hereinafter the "Licensee").

Licensee has contracted with the Port for use of the road located south of the 100 - 400 hangars at the William R. Fairchild Airport (see Attachment 1, which is incorporated by this reference), on Sunday, August 21, 2022 for the limited purpose of demolition derby car staging and automobile parking with shuttle bus service to the Clallam County Fair Grounds. In consideration thereof, Licensee hereby agrees to the following terms and conditions:

Cars will be parked single file to the side of the road or in designated parking spots, and the road and entrances to electric vehicle gates will remain accessible to through-traffic at all times. If overflow parking is required, Licensee may allow vehicles to park on the grass north and south of the road while cautioning all motorists to drive carefully on the turf. Transportation to and from the assigned parking area will be provided by the Licensee.

Licensee agrees to hold and defend the Port, its officers, agents, and employees ("Obligees") from and against any and all liabilities, losses, claims, demands, lawsuits, judgments, costs, liens, damages, and expenses, including attorney's fees, which Obligees may sustain or incur in connection with the activities of Licensee at the subject area.

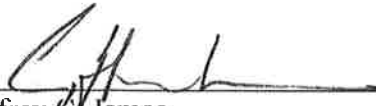
Licensee covenants with the Port that the Obligees shall not be held liable for any damages or liabilities of any kind or for injury to any person including death of persons, including Licensee, or damage to any property of Licensee or any other persons as a result of Licensee's activities at the subject area.

Licensee covenants with the Port to indemnify and hold the Obligees harmless from any loss caused by the use, occupancy or enjoyment of the premises at the subject location by Licensee or any person under the direction and control of Licensee and to hold Obligees harmless from any damages or injury caused by Licensee's use of the premises or its facilities or any repairs or alterations which Licensee may make upon said premises.

The foregoing shall not apply to an Oblige as to any matters resulting from the sole negligence of such Obligees unless covered by insurance carried by Licensee or which Licensee is required to carry.

This Agreement constitutes the entire Agreement. Wherefore, the parties have executed this Agreement as of the date last written below.

PORT OF PORT ANGELES

BY: 
Geoffrey C. James
Executive Director

DATE: 8/5/22

LICENSEE

BY: _____
Mark Ozias, Chair
Board of Clallam County Commissioners

DATE: _____

STATE OF WASHINGTON)
) ss.
County of Clallam)

On this _____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of **Clallam County Board of Commissioners**, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of Clallam)

On this _____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Geoffrey C. James**, to me known to be the **Executive Director of the Port of Port Angeles**, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My Commission Expires: _____

Attachment 1
Clallam County Fair
Road Use Area (in red outline)





AGENDA ITEM SUMMARY

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

13
8/15/22
1e

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date: August 15, 2022**

REGULAR AGENDA ☒ **Meeting Date: August 16, 2022**

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

Item summary:

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

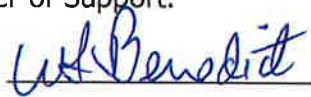
Documents exempt from public disclosure attached: ☐

Executive summary:

As part of our energy resilient planning efforts, the Emergency Management Division of the Sheriff's Office has been collaborating with many stakeholders in our community. One of these stakeholders, Pacific Northwest National Laboratory is seeking funding from the Department of Energy for a project entitled "Marine Renewable Microgrids for Remote Coastal Communities." We request that the BOCC provide a Letter of Support with respect to PNNL's grant application. Because PNNL's application is due August 22nd, we further request that the Letter of Support be signed on August 16th at the Regular BOCC Board Meeting.

Budgetary impact: ☒ **No Budget Impact**

Recommended action: BOCC sign the Letter of Support.

County Official signature & print name:  Sheriff Bill Benedict

Name of Employee/Stakeholder attending meeting: Undersheriff Ron Cameron

Relevant Departments: Sheriff's Office

Date submitted: 08/10/22

* 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)



Board of Clallam County Commissioners

223 East 4th Street, Suite 4

Port Angeles, WA 98362-3015

360.417.2233 Fax: 360.417.2493

Email: commissioners@co.clallam.wa.us

MARK OZIAS, District 1, Chair

RANDY JOHNSON, District 2

BILL PEACH, District 3

RICH SILL, County Administrator

File: Marine Energy DOE FY22 Lab Call, Letter of Support for PNNL/Marine Renewable Microgrids for Remote Coastal Communities

16 August 2022

LETTER OF SUPPORT FOR PACIFIC NORTHWEST NATIONAL LABORATORY CONCERNING MARINE MICROGRIDS FOR REMOTE COASTAL COMMUNITIES DOE FY22 LAB CALL

U.S. Department of Energy
Water Power Technologies Office
1000 Independence Avenue, SW
Washington DC, 20585

Dear WPTO Officer,

Clallam County is a coastal, mostly rural community within the Olympic Peninsula subject to weather-driven power outages and the risk of many natural hazards endemic to our geography (landslides, flooding, wildfires, tsunamis, and Cascadia subduction earthquakes). Energy resilience is of course an important priority for our region. As we work toward meeting community goals around energy resilience, de-carbonization and economic development within the Olympic Peninsula we are interested in exploring all viable opportunities for using our local resources to help meet our energy needs. Through collaboration with the North Olympic Development Council (NODC) and in concert with our on-going regional energy planning activities, we are pleased to support the current proposal led by Pacific Northwest National Laboratory (PNNL) entitled "*Marine Renewable Microgrids for Remote Coastal Communities*" in response to the Marine Energy FY22 Lab Call.

We look forward to collaborating with PNNL, NODC and the Department of Energy in evaluating ecologically sound opportunities for sustainable marine energy to contribute to our community's energy, resilience and economic development goals.

We hope you look upon PNNL's application favorably.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



AGENDA ITEM SUMMARY

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

14
8/15/22
2b

Department: PUBLIC WORKS

WORK SESSION ☒ Meeting Date: 08/15/2022

REGULAR AGENDA ☒ Meeting Date: 08/16/2022

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 101-22-005 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is a Local Agency Agreement and Project Prospectus in regards to the painting of the Solduc Bridge, which will enable WSDOT to authorize FHWA funds for the preliminary engineering phase of the project.

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

This item has been budgeted for in both the 6-Year TIP and Annual Construction Programs. It is a federally funded project.

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

Please review, approve and authorize the Chair to sign these Agreements and Prospectuses.

County Official signature & print name:  Joe Donisi

Name of Employee/Stakeholder attending meeting: Jason O'Dell

Relevant Departments: Public Works/Roads

Date submitted: 08/04/2022

* 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)

22-243

LEGAL ACTION REQUEST
FOR PUBLIC WORKS DEPARTMENT PROSECUTING ATTORNEY

Public Works Department

Date: 08-03-2022

Prosecuting Attorney:

Legal action request or question you desire to be answered:

Review of the Local Agency Agreement package for funding of the preliminary engineering phase of the Solduc Bridge Painting and the Weel Bridge Painting projects.

Account Code: Solduc Bridge Painting, 698- 2201; Weel Bridge Painting, 698-2203

Please attach any materials necessary or helpful to the attorney in accomplishing this request.

Submitted By:

Reviewed By *:

Jason O'Dell

Employee Name

Ext: 2434

[Signature]

Initials

8-3-22

Date

*Public Works Director or County Engineer

Legal Action Needed By: 08-10-2022 (for Wednesday get-on-the-BOCC agenda)

PROSECUTING ATTORNEY USE ONLY

Date Received

Date Opinion Rendered

Approved as to form only by

[Signature]
Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



Washington State Department of Transportation

101-22-005

Local Agency Agreement

Agency Clallam County

Address 223 E. 4th Street, Suite 6
Port Angeles, WA 98362-3000

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Solduc Bridge Painting

Length 0.20

Termini Quillayute Road, M.P 6.45-6.65

Description of Work

Cleaning and preparation in accordance with SSPC specifications, repair of rusted areas and painting of the structure.

Project Agreement End Date 12-31-2028

Proposed Advertisement Date

Claiming Indirect Cost Rate

☒ Yes ☐ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	420,000.00		420,000.00
100 %	b. Other			
Federal Aid	c. Other			
Participation	d. State Services			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	420,000.00	0.00	420,000.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State Services			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	420,000.00	0.00	420,000.00

Agency Official

By

Title Chair, Board of Clallam County Comm

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed



Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT.
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
4.
 - a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus
Example: (Name) "Regal Road", (Length) "1.2 miles", (Termini) "Smith Road to Main Street"
 - b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.
Example: "Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue."
 - c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project's Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project's period of performance and add three years to determine the "Project Agreement End Date".

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the "Project Agreement End Date". For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the "Project Agreement End Date".
 - d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
 - e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.
4. **Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)**
 - a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.
 - **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line e** – Total of lines a + b + c + d.
 - b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.
 - **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line j** – Total of lines f + g + h + i.
 - c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. Total Project Cost Estimate

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

- Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
- Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - Method “A”** is used when the state administers the contract for the agency.
 - Method “B”** is also used when the state administers the contract for the agency.
 - Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
- Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
- Parties to the Agreement** – Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.



Local Agency Federal Aid Project Prospectus

Prefix		Route	()	Date	08-01-2022
Federal Aid Project Number				DUNS Number	075739235
Local Agency Project Number	101-22-005	(WSDOT Use Only)		Federal Employer Tax ID Number	916001298
Agency Clallam County	CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other			
Project Title Solduc Bridge Painting		Start Latitude N 47-57-04.5 End Latitude N 47-57-05.4		Start Longitude W 124-28-10.4 End Longitude W 124-27-57.4	
Project Termini From-To Quillayute Road		Nearest City Name Forks			Project Zip Code (+4) 98331-9997
Begin Mile Post 6.45	End Mile Post 6.65	Length of Project 0.2		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number 05	County Name Clallam
WSDOT Region Olympic Region	Legislative District(s) 24		Congressional District(s) 6		Urban Area Number N/A

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	420,000	0	420,000	10/2022
R/W	0	0	0	N/A
Const.	2,370,000	0	2,370,000	12/2024
Total	2,790,000	0	2,790,000	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 20'	Number of Lanes 2
----------------------	----------------------

1925 steel truss bridge, relocated in 1962. Approximately 12% of the paint has failed with an additional 18% that is distressed.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Cleaning and preparation in accordance with WSDOT Standard Specifications, repair of rusted areas and painting of the structure.

Local Agency Contact Person Jason O'Dell	Title Engineer	Phone 360-417-2434
Mailing Address 223 E. 4th St., Ste. 6	City Port Angeles	State WA
		Zip Code 98362-3000

Project Prospectus	By <u>Joe Domisi</u>	Approving Authority
	Title Acting County Engineer	
		Date <u>8-3-22</u>

Agency Clallam County	Project Title Solduc Bridge Painting	Date 08-01-2022
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Type of Proposed Work			
Project Type (Check all that Apply)			Roadway Width no change
☐ New Construction	☐ Path / Trail	☒ 3-R	Number of Lanes no change
☐ Reconstruction	☐ Pedestrian / Facilities	☐ 2-R	
☐ Railroad	☐ Parking	☐ Other	
☒ Bridge			

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	☐ Urban	☐ Principal Arterial
	☒ Rural	☐ Minor Arterial
	☐ NHS	☐ Collector
		☐ Major Collector
		☒ Minor Collector
	☐ Local Access	☐ Local Access
Terrain	☒ Flat ☐ Roll ☐ Mountain	☐ Flat ☐ Roll ☐ Mountain
Posted Speed	40	
Design Speed	N/A	
Existing ADT	437	
Design Year ADT	725	
Design Year	2037	
Design Hourly Volume (DHV)	N/A	

Performance of Work			
Preliminary Engineering Will Be Performed By Clallam County		Others 0 %	Agency 100 %
Construction Will Be Performed By Contractor		Contract 100 %	Agency 0 %

Environmental Classification	
☐ Class I - Environmental Impact Statement (EIS)	☒ Class II - Categorically Excluded (CE)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement	☒ Projects Requiring Documentation (Documented CE)
☐ Class III - Environmental Assessment (EA)	
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations This project is expected to have long-term environmental benefits with minimal short-term negative environmental impacts during the bridge work. The work to be performed falls under Category #9 "Bridge Maintenance" of the RRMP. Following the BMPs of the RRMP will avoid or minimize adverse impacts, while achieving conservation outcomes. Other agency permits will be acquired and adhered to as required.
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Agency Clallam County	Project Title Solduc Bridge Painting	Date 08-01-2022
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Right of Way		
☒ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☐ Right of Way Needed ☐ No Relocation	☐ Relocation Required

Utilities	Railroad
☒ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☐ All utility work will be completed in coordination with the construction contract	☐ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project N/A

FAA Involvement Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No
--

Remarks N/A

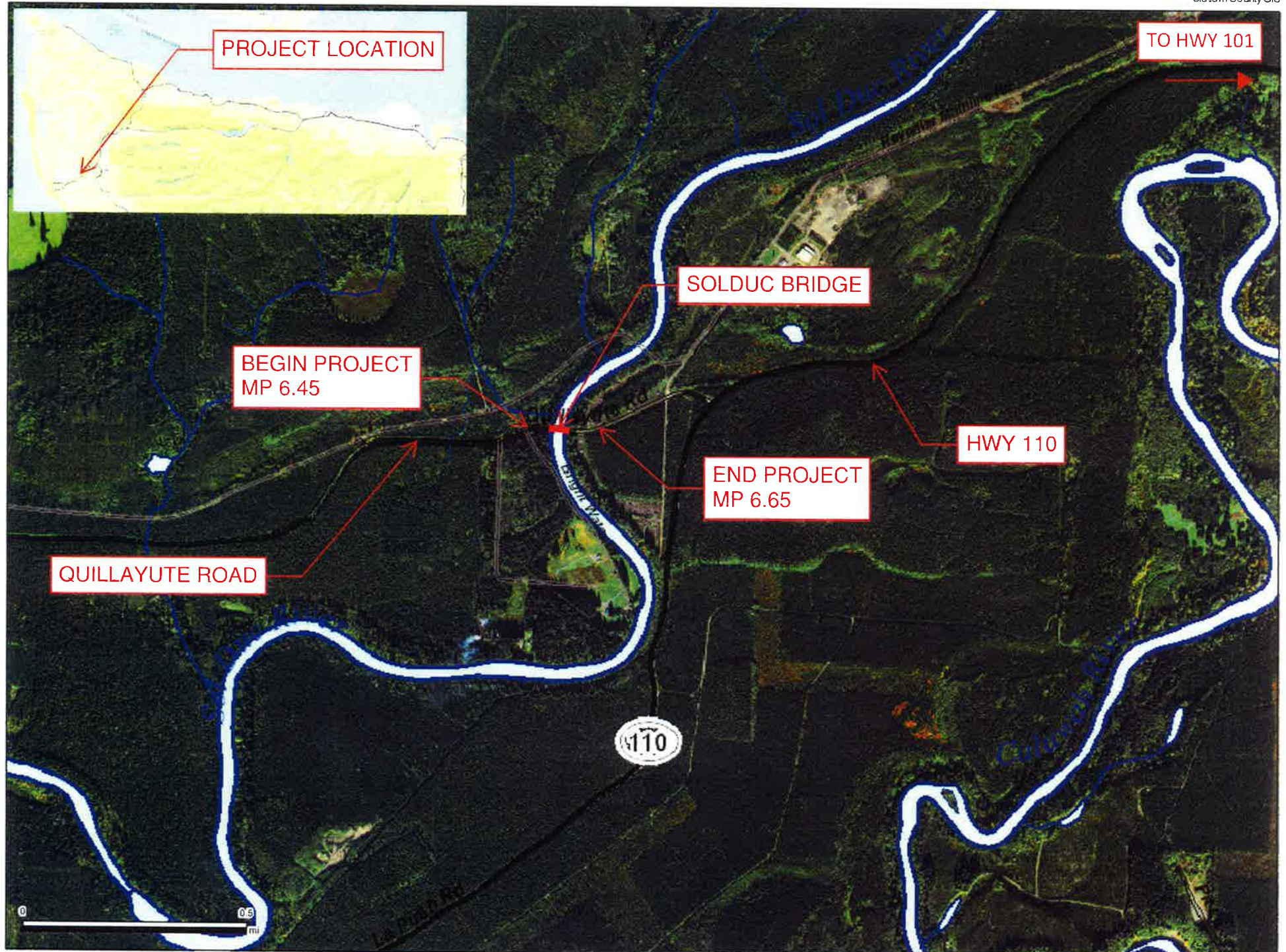
This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Chair, Board of Clallam County Commisioners

Date

By _____ Mayor/Chairperson





Washington State S. T. I. P.

2022 to 2025

(Project Funds to Nearest Dollar)

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

August 1, 2022

County: Clallam

Agency: Clallam Co.

Func Cls	Project Number	PIN	STIP ID	Imp Type	Total Project Length	Environmental Type	RW Required	Begin Termini	End Termini	Total Est. Cost of Project	STIP Amend. No.
06			WA-13894	47	0.040	CE	No	6.47	6.52	2,790,000	

Sol Duc River Bridge Painting

Prep and paint a steel truss bridge.

Funding

Phase	Start Date	Federal	Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total
PE	2022		STP(BR)	363,300		0	56,700	420,000
CN	2024		STP(BR)	2,370,000		0	0	2,370,000
Project Totals				2,733,300		0	56,700	2,790,000

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	210,000	210,000	0	0	0
CN	0	0	2,370,000	0	0
Totals	210,000	210,000	2,370,000	0	0

Clallam County
08/01/2022

Solduc Bridge Painting
(HSIP) STIP ID: WA-13894

Documented Cost Estimate for PE Phase Only

Based on past projects of similar scope and size in Clallam County, the estimated Project Cost is \$2,790,000.

Per FHWA grant application, Preliminary Engineering is to be estimated as approximately 25% of total project cost. It is distributed amongst the following tasks;

Engineering	28%	\$117,600.00
Environmental	40%	\$168,000.00
Surveying	5%	\$21,000.00
State Assistance	2%	\$10,000.00
Construction Documents	25%	\$105,000.00
Total PE Phase		\$420,000.00



AGENDA ITEM SUMMARY

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

15
8/15/22
2L

Department: PUBLIC WORKS

WORK SESSION ☒ Meeting Date: 08/15/2022

REGULAR AGENDA ☒ Meeting Date: 08/16/2022

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 101-22-006 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is a Local Agency Agreement and Project Prospectus in regards to the painting of the Weel Bridge, which will enable WSDOT to authorize FHWA funds for the preliminary engineering phase of the project.

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

This item has been budgeted for in both the 6-Year TIP and Annual Construction Programs. It is a federally funded project.

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

Please review, approve and authorize the Chair to sign these Agreements and Prospectuses.

County Official signature & print name: Joseph Donisi Joe Donisi

Name of Employee/Stakeholder attending meeting: Jason O'Dell

Relevant Departments: Public Works/Roads

Date submitted: 08/04/2022

* 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)

22-243

LEGAL ACTION REQUEST

FOR PUBLIC WORKS DEPARTMENT PROSECUTING ATTORNEY

Public Works Department

Date: 08-03-2022

Prosecuting Attorney:

Legal action request or question you desire to be answered:

Review of the Local Agency Agreement package for funding of the preliminary engineering phase of the Solduc Bridge Painting and the Weel Bridge Painting projects.

Account Code: Solduc Bridge Painting, 698- 2201; Weel Bridge Painting, 698-2203

Please attach any materials necessary or helpful to the attorney in accomplishing this request.

Submitted By:

Reviewed By *:

Jason O'Dell

Employee Name

Ext: 2434

JOD

Initials

8-3-22

Date

*Public Works Director or County Engineer

Legal Action Needed By: 08-10-2022 (for Wednesday get-on-the-BOCC agenda)

PROSECUTING ATTORNEY USE ONLY

Date Received

Date Opinion Rendered

Approved as to form only by:

Bert Dee Boughton

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



**Washington State
Department of Transportation**

101-22006

Local Agency Agreement

Agency Clallam County

Address 223 E. 4th Street, Suite 6
Port Angeles, WA 98362-3000

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Weel Bridge Painting

Length 0.10

Termini Frontier Street, M.P 0.30-0.40

Description of Work

Cleaning and preparation in accordance with SSPC specifications, repair of rusted areas and painting of the structure.

Project Agreement End Date 12-31-2028

Proposed Advertisement Date

Claiming Indirect Cost Rate

☒ Yes ☐ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	280,000.00		280,000.00
100 %	b. Other			
Federal Aid	c. Other			
Participation	d. State Services			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	280,000.00	0.00	280,000.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State Services			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	280,000.00	0.00	280,000.00

Agency Official

By

Title Chair, Board of Clallam County Comm

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed



Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT.
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
4.
 - a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus
Example: (Name) "Regal Road", (Length) "1.2 miles", (Termini) "Smith Road to Main Street"
 - b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.
Example: "Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue."
 - c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project's Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project's period of performance and add three years to determine the "Project Agreement End Date".

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the "Project Agreement End Date". For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the "Project Agreement End Date".
 - d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
 - e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.
4. **Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)**
 - a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.
 - **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line e** – Total of lines a + b + c + d.
 - b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.
 - **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line j** – Total of lines f + g + h + i.
 - c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. Total Project Cost Estimate

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

6. **Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
7. **Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - a. **Method “A”** is used when the state administers the contract for the agency.
 - b. **Method “B”** is also used when the state administers the contract for the agency.
 - c. **Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
8. **Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
9. **Parties to the Agreement** – Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.



Local Agency Federal Aid Project Prospectus

Prefix	Route	()	Date	08/01/2022
Federal Aid Project Number			DUNS Number	075739235
Local Agency Project Number	101-22-006	(WSDOT Use Only)	Federal Employer Tax ID Number	916001298

Agency Clallam County	CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other			
Project Title Weel Bridge Painting	Start Latitude N 47-14-57.5 End Latitude N 47-14-57.4	Start Longitude W 124-15-11.4 End Longitude W 124-15-03.9			
Project Termini From-To Frontier Street	Nearest City Name Clallam Bay	Project Zip Code (+4) 98326-9800			
Begin Mile Post 0.30	End Mile Post 0.40	Length of Project 0.1	Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad		
Route ID	Begin Mile Point	End Mile Point	City Number 05	County Number 05	County Name Clallam
WSDOT Region Olympic Region	Legislative District(s) 24	Congressional District(s) 6	Urban Area Number N/A		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	280,000	0	280,000	10/2022
R/W	0	0	0	N/A
Const.	1,580,000	0	1,580,000	12/2024
Total	1,860,000	0	1,860,000	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 15'	Number of Lanes 1
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1969 steel girder bridge. Approximately 25% of the paint has failed with the remaining 75% distressed.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Cleaning and preparation in accordance with WSDOT Standard Specifications, repair of rusted areas and painting of the structure.

Local Agency Contact Person Jason O'Dell	Title Engineer	Phone 360-417-2434	
Mailing Address 223 E. 4th St., Ste. 6	City Port Angeles	State WA	Zip Code 98362-3000
Project Prospectus	By <i>Joe Donini</i> Approving Authority	Title Acting County Engineer	Date 8-3-22

Agency Clallam County	Project Title Weel Bridge Painting	Date 08/01/2022
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Type of Proposed Work

Project Type (Check all that Apply)

- | | | |
|--|--|---|
| ☐ New Construction | ☐ Path / Trail | ☒ 3-R |
| ☐ Reconstruction | ☐ Pedestrian / Facilities | ☐ 2-R |
| ☐ Railroad | ☐ Parking | ☐ Other |
| ☒ Bridge | | |

Roadway Width
no change

Number of Lanes
no change

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☒ Local Access ☐ Urban ☒ Rural ☐ NHS	☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access ☐ Urban ☐ Rural ☐ NHS
Terrain	☒ Flat ☐ Roll ☐ Mountain	☐ Flat ☐ Roll ☐ Mountain
Posted Speed	25	
Design Speed	N/A	
Existing ADT	19	
Design Year ADT	55	
Design Year	2037	
Design Hourly Volume (DHV)	N/A	

Performance of Work

Preliminary Engineering Will Be Performed By Clallam County	Others 0 %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency 0 %

Environmental Classification

- | | |
|--|--|
| ☐ Class I - Environmental Impact Statement (EIS) | ☒ Class II - Categorically Excluded (CE) |
| ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement | ☒ Projects Requiring Documentation (Documented CE) |
| ☐ Class III - Environmental Assessment (EA) | |
| ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements | |

Environmental Considerations

This project is expected to have long-term environmental benefits with minimal short-term negative environmental impacts during the bridge work. The work to be performed falls under Category #9 "Bridge Maintenance" of the RRMP. Following the BMPs of the RRMP will avoid or minimize adverse impacts, while achieving conservation outcomes. Other agency permits will be acquired and adhered to as required.

Agency Clallam County	Project Title Weel Bridge Painting	Date 08/01/2022
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Right of Way

☒ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☐ Right of Way Needed ☐ No Relocation ☐ Relocation Required
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Utilities

☒ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☐ All utility work will be completed in coordination with the construction contract

Railroad

☐ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

N/A

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

N/A

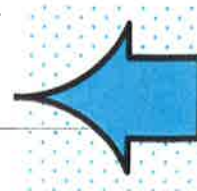
This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

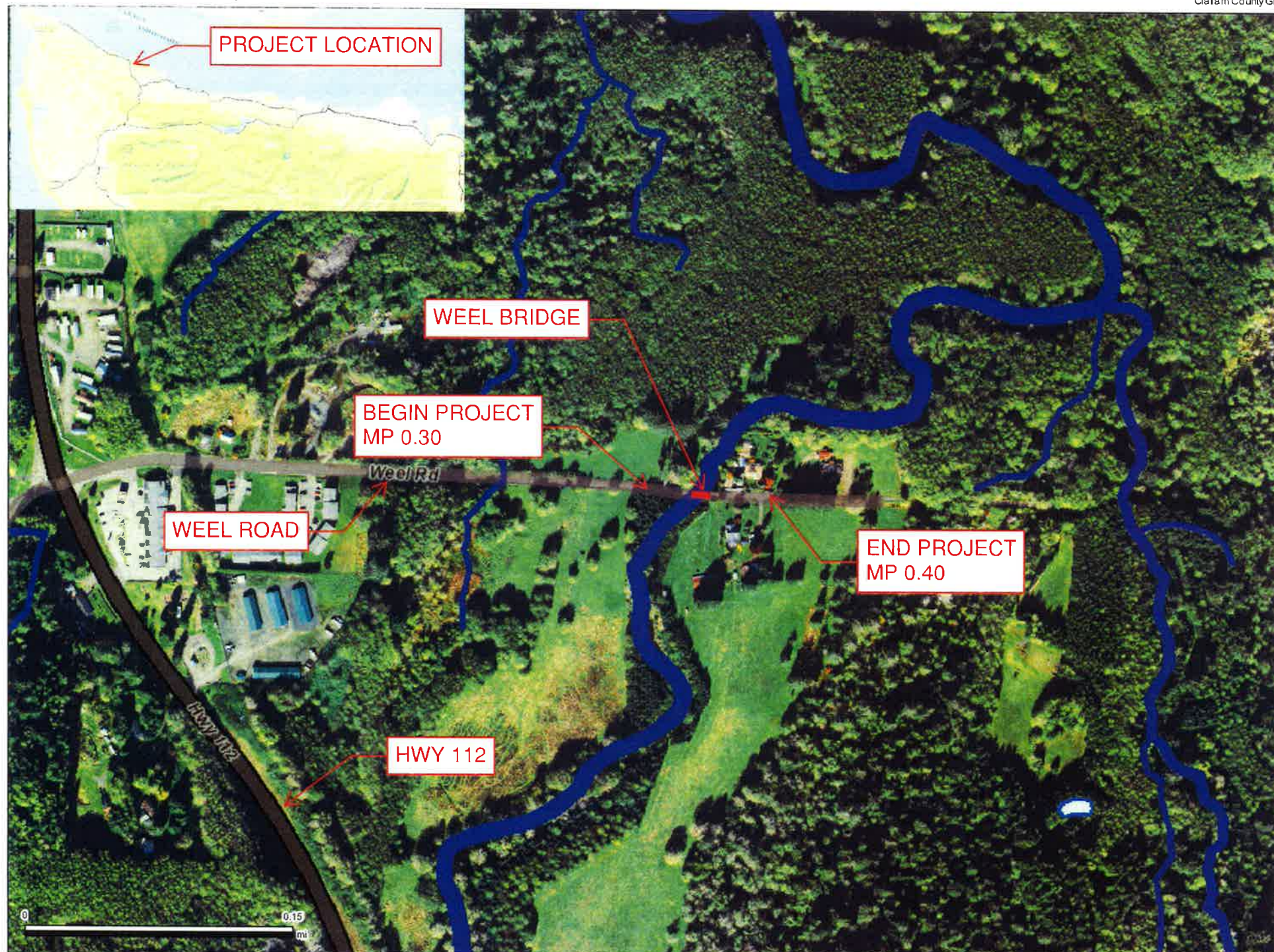
Agency Chair, Board of Clallam County Commissioners

Date

By

Mayor/Chairperson





Washington State S. T. I. P.

2022 to 2025

(Project Funds to Nearest Dollar)

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

August 1, 2022

County: Clallam

Agency: Clallam Co.

Func Cls	Project Number	PIN	STIP ID	Imp Type	Total Project Length	Environmental Type	RW Required	Begin Termini	End Termini	Total Est. Cost of Project	STIP Amend. No.
07			13895	47	0.100	CE	No	0.3	0.4	1,860,000	

Weel Bridge Painting

Prep and paint a 1969 Steel Girder Bridge.

Funding

Phase	Start Date	Federal	Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total
PE	2022		STP(BR)	242,200		0	37,800	280,000
CN	2024		STP(BR)	1,580,000		0	0	1,580,000
Project Totals				1,822,200		0	37,800	1,860,000

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	140,000	140,000	0	0	0
CN	0	0	790,000	790,000	0
Totals	140,000	140,000	790,000	790,000	0

Clallam County
08/01/2022

Weel Bridge Painting
(HSIP) STIP ID: WA-13895

Documented Cost Estimate for PE Phase Only

Based on past projects of similar scope and size in Clallam County, the estimated Project Cost is \$1,860,000.

Per FHWA grant application, Preliminary Engineering is to be estimated as approximately 25% of total project cost. It is distributed amongst the following tasks;

Engineering	28%	\$78,400.00
Environmental	40%	\$112,000.00
Surveying	5%	\$14,000.00
Utility Coordination	2%	\$5,600.00
Construction Documents	25%	\$70,000.00
Total PE Phase		\$280,000.00



AGENDA ITEM SUMMARY

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

16
8/15/22

Department: Public Works

WORK SESSION ☒ **Meeting Date: 8-15-22**

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 | ☒ Other Grant Application |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County with assistance from the Washington Water Trust and Anchor QEA is applying for a NOAA's Transformational Habitat Restoration and Coastal Resilience Grants Program to provide construction of the proposed Dungeness Off-channel Reservoir on River Road in the Sequim area. NOAA funding supports projects focused on environmental benefits, using approaches that enhance community and ecosystem resilience to climate hazards. Funding will prioritize habitat restoration actions that: demonstrate significant impacts; rebuild productive and sustainable fisheries; contribute to the recovery and conservation of threatened and endangered species; promote climate-resilient ecosystems, especially in tribal or underserved communities; and improve economic vitality, including local employment. Projects that improve water quality through the creation or enhancement of fisheries habitat are eligible, as are projects that increase the amount of streamflow (i.e., storage). Preliminary information concerning the application is provided on the attached Clallam County's Grant Application Information form.

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

None required at this time.

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

Please approve submitting an application to NOAA's Transformational Habitat Restoration and Coastal Resilience Grants Program.

County Official signature & print name: Joe Donisi 

Name of Employee/Stakeholder attending meeting: Carol L. Creasey

* 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)

NOAA Agenda Item Summary (8-9-22)

Revised: 3-04-2019

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

Relevant Departments: Parks, Fair & Facilities, DCD

Date submitted: 8-10-22

-
- * 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)

NOAA Agenda Item Summary (8-9-22)
Revised: 3-04-2019

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

Clallam County

Grant Application Information

DEPARTMENT: **Public Works**

DATE SUBMITTED TO W/S: **8-10-22**

GRANT NAME: **FY2022 NOAA's Transformational Habitat Restoration and Coastal Resilience Grants**

APPLICATION DEADLINE: **9-6-22**

ISSUING AGENCY: **NOAA**

IS THIS A RENEWAL? **no**

LENGTH OF GRANT: **3 yrs**

RENEWAL POSSIBLE? **up to 5 yr**

TOTAL AWARD: **<\$15M**

ANNUAL AMOUNT : **<\$5M**

MATCH REQUIRED? **No, but recommended consideration**

MATCH AMOUNT: **under**

DESCRIPTION OF GRANT AND PURPOSE:

The principal objective of this NOAA solicitation is to support projects that restore ecosystems, using approaches that enhance community and ecosystem resilience to climate hazards. Funding will prioritize habitat restoration actions that: demonstrate significant impacts; rebuild productive and sustainable fisheries; contribute to the recovery and conservation of threatened and endangered species; promote climate-resilient ecosystems, especially in tribal or underserved communities; and improve economic vitality, including local employment.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:

This grant, if secured, will be used to accomplish partial construction of the Dungeness Off-channel Reservoir. The Reservoir project will provide sustainable, reliable irrigation water for the eastside irrigators during the low flow times, increase in aquifer recharge to the shallow aquifers and local streams, increase in fish habitat and increase in population for the 4 ESA listed fish, climate resiliency, and usage of a County park.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?

Yes, this grant will aid in the County accomplishing what the BOCC stated in Resolution 92.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

The grant is needed for a new service. The service is necessary in order to adapt to changes in climate.

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?

The main performance standard to be used is a benefit cost ratio of >1. Other performance measures will be sustainable, reliable irrigation water for the eastside irrigators during the low flow times, increase in aquifer recharge to the shallow aquifers and local streams,

increases in fish habitat and increases in population for the 4 ESA listed fish, and usage of a County park

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?

Once the Reservoir is constructed there will be some local funding needs for O&M of the Reservoir and to maintain the new County park.

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?

Match is under consideration since it provides more points under NOAA's selection criteria. Match will likely come from the two Ecology Streamflow Restoration grants and the WA Conservation Irrigation Efficiency grant acquired via the Clallam Conservation District.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

The Parks, Fairs & Facilities and DCD would be impacted. I have already contacted them concerning this grant application.

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?

No new positions will be added. All wages and benefits are payable if they apply to the grant work. When the grant period ends then staff will work on other projects.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?

Yes and yes.

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?

If the grant is not received, then the County and its Reservoir Partners will need to apply for additional grants, which will cause additional staff time to be used.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?

Indirect costs are eligible and will be charged and allocated.

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?

Not that is apparent.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

There will be changes if we receive the grant.

OTHER COMMENTS



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

Rich Sill, ADMINISTRATOR

APPROVAL

Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator prior to application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.



AGENDA ITEM SUMMARY

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

17
8/15/22

Department: DCD

WORK SESSION ☒ Meeting Date: 8-15-2022

REGULAR AGENDA ☒ Meeting Date: 8-23-2022

Required originals approved and attached?
Will be provided on: 8-15-2022

Item summary:

☐ Call for Hearing

☐ Contract/Agreement/MOU - Contract #

Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

X Other – Grant Letter of Support

Documents exempt from public disclosure attached: ☐

Executive summary:

The Jamestown S'Klallam Tribe is working on a grant application to NOAA for a federal fish passage grant available to Tribal Nations. This grant request would be for fish passage on county culverts in WRIA 17 West. Funding for this new program comes from the Federal Infrastructure Spending Bill. The Jamestown S'Klallam Tribe is working with the N. Olympic Lead Entity for Salmon, Clallam County Public Works and the North Olympic Salmon Coalition to advance this needed fish passage correction. They are seeking a letter of support from the Clallam County Commissioners to submit in support of their grant application which is due August 29th.

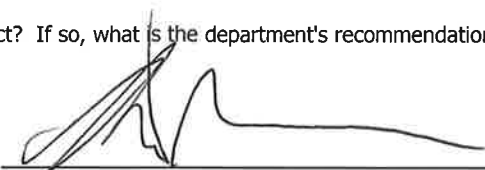
Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is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

Please sign the Letter of Support.

County Official signature & print name:


Richard Meier, DCD Administrative Manager

Name of Employee/Stakeholder attending meeting: Cheryl Baumann & Joe Donisi, Public Works

Relevant Departments: DCD & Clallam County Public Works

Date submitted: 8-10-2022

* 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)



AGENDA ITEM SUMMARY

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

18
8/15/22
4a

Department: BOCC

WORK SESSION ☒ Meeting Date: 08/15/22

REGULAR AGENDA ☒ Meeting Date: 08/16/22

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

Item summary:

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

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on August 30, 2022.

Budget revisions – Transfer or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase.

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?** ☐

Parks & Facilities – Reallocate funds to pay wages for one Temporary Custodian for three months and two Seasonal Employees for six weeks, all hired through Express Personnel/\$14,876

HHS – Foundational Public Health Services – Reimbursement to various funds where costs were incurred which was paid in advance from the Department of Health/\$310,510

NonDept – American Rescue Plan Act – Reallocation of American Rescue Plan Act funding to cover the 10% match portion of the Washington State Broadband Infrastructure Grant that is forthcoming this year/\$300,000

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice – Budget revisions.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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)



NOTICE OF BUDGET REVISION MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget revision shown below on August 30, 2022 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

Parks & Facilities – Reallocate funds to pay wages for one Temporary Custodian for three months and two Seasonal Employees for six weeks, all hired through Express Personnel/\$14,876

HHS – Foundational Public Health Services – Reimbursement to various funds where costs were incurred which was paid in advance from the Department of Health/\$310,510

NonDept – American Rescue Plan Act – Reallocation of American Rescue Plan Act funding to cover the 10% match portion of the Washington State Broadband Infrastructure Grant that is forthcoming this year/\$300,000

A copy of the budget change forms may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: August 16, 2022

Mark Ozias, Chair

Publish: August 20

Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

CLALLAM COUNTY BUDGET CHANGE FORM

JUL 11 2022



Date Submitted: July 7, 2022

Budget Hearing/Meeting Date: August 30, 2022

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

Budget Number xxxxx.xxx.	00100.911. ✓	Budget Name	Parks & Facilities ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.10.0010 ✓	Regular Time	\$ 8,795
00100.911. ✓	Parks & Facilities ✓	57680.10.0060.0600 ✓	Extra Help	\$ 4,147
00100.911. ✓	Parks & Facilities ✓	57680.20.0020 ✓	Benefits	\$ 1,934
Total				\$ 14,876 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.41.1030 ✓	Personnel Services	\$ 14,876
Total				\$ 14,876 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To reallocate funds to pay wages for one Temporary Custodian hired through Express Personnel for three months, and two Seasonal Employees hired through Express Personnel for six weeks. The funds were allocated to the Regular Time, Extra Help and associated Benefits expenditure lines, however these wages are paid from the Personnel Services expenditure line directly to Express Personnel.

County Official Approval: _____

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

[Handwritten signature]

JUL 19 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/19/22 ✓

Budget Hearing/Meeting Date: 8/30/22 ✓

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

Budget Number xxxxx.xxx.	11341.511 ✓	Budget Name	HHS –Foundational Public Health Services ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11341.511 ✓	HHS - FPHS ✓	56210.35.5500 ✓	Information Technology Equipment	5,571 ✓
11341.511 ✓	HHS - FPHS ✓	56210.41.5050 ✓	Environmental Health	28,425 ✓
11341.511 ✓	HHS – FPHS ✓	56210.41.5075 ✓	Interfund: HHS Operations	276,514 ✓
Total				310,510 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11341.511 ✓	HHS - FPHS ✓	56210.41.5070 ✓	HHS Administration	259,996
11341.511 ✓	HHS – FPHS ✓	56210.49.0034 ✓	Grant Funding Returned	50,514
Total				310,510 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The HHS FPHS budget is being revised to allow for distribution of funding which was paid in advance from the Department of Health for Foundational Public Health Services. Amending the budget will allow for reimbursement to the various funds where costs were incurred.

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

[Signature]
79

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/26/2022

Budget Hearing/Meeting Date: 8/30/2022

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

Budget Number xxxxx.xxx.	19961.291	Budget Name	NonDept – American Rescue Plan Act
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291	NonDept – American Rescue Plan Act	51420.49.0225	Unanticipated Services	300,000
Total				300,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291	NonDept – American Rescue Plan Act	51420.41.0579	Broadband Infrastructure Project	300,000
Total				300,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reallocation of ARPA funding to cover the 10% match portion of the WA State Broadband Infrastructure grant that is forthcoming this year.

County Official Approval: _____

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

[Handwritten signature]

81



AGENDA ITEM SUMMARY

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

19
8/15/22
46

Department: BOCC

WORK SESSION ☒ Meeting Date: 8/15/22

REGULAR AGENDA ☒ Meeting Date: 8/16/22

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on August 30, 2022

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

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

Sheriff – Nine-One-One Enhanced – Receipt of reimbursement from Washington State Military Department, State E911 Coordination Office, for County Coordinator Professional Development Contract #E23-005 and Equipment Contract #E22-299/\$168,747

Sheriff – OPNET Drug – Funding from Washington State Department of Commerce Multi Jurisdictional Drug-Gang Task Force Program grant award that is anticipated to be expended in FY2022 to cover unbudgeted expenses, remainder to be spend in FY2023/\$93,820

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

Approve the attached notice of supplemental appropriations.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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)



NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on August 30, 2022 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

Sheriff – Nine-One-One Enhanced – Receipt of reimbursement from Washington State Military Department, State E911 Coordination Office, for County Coordinator Professional Development Contract #E23-005 and Equipment Contract #E22-299/\$168,747

Sheriff – OPNET Drug – Funding from Washington State Department of Commerce Multi-Jurisdictional Drug-Gang Task Force Program grant award that is anticipated to be expended in FY2022 to cover unbudgeted expenses, remainder to be spend in FY2023/\$93,820

Copies of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: August 16, 2022

Mark Ozias, Chair

Publish: August 20
Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

JUL 11 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 07/06/22

Budget Hearing/Meeting Date: 08/30/22 ✓

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

Budget Number xxxxx.xxx.	11061.811 ✓	Budget Name	Sheriff – Nine-One-One Enhanced ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11061.811 ✓	Sheriff– Nine-One-One Enhanced ✓	33401.80.0033 ✓	Enhanced 911 from Emergency Management	168,747
Total				168,747 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11061.811 ✓	Sheriff– Nine-One-One Enhanced ✓	52870.41.0570 ✓	E911 Reimbursements to PenCom	168,747
Total				168,747 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Receipt of reimbursement from Washington State Military Department, State E911 Coordination Office, for County Coordinator Professional Development Contract #E23-005 (\$21,025) and Equipment Contract #E22-299 (\$147,722). The remainder of #E23-005 will be accounted for in FY2023 (\$21,025).

County Official Approval: _____

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

CLALLAM COUNTY BUDGET CHANGE FORM

AUG 05 2022



Date Submitted: 08/04/22

Budget Hearing/Meeting Date: 08/30/22

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

Budget Number xxxxx.xxx.	11008.811	Budget Name	Sheriff - OPNET Drug
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11008.811	Sheriff – OPNET Drug	33316.73.8000	Narcotics Task Force Program	93,820
Total				93,820

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11008.811	Sheriff – OPNET Drug	52123.10.0500	Overtime	500
11008.811	Sheriff – OPNET Drug	52123.10.0600	Extra-Help	8,000
11008.811	Sheriff – OPNET Drug	52123.20.0020	Benefits	1,000
11008.811	Sheriff – OPNET Drug	52123.32.0015	Gasoline	5,000
11008.811	Sheriff – OPNET Drug	52123.35.0010	Small Tools and Minor Equipment	2,000
11008.811	Sheriff – OPNET Drug	52123.43.0020	Travel – Training	8,000
11008.811	Sheriff – OPNET Drug	52123.45.0010	Building/Office Rental	2,000
11008.811	Sheriff – OPNET Drug	52123.49.0041	Subscriptions	14,540
11008.811	Sheriff – OPNET Drug	52123.49.0060	Registration	2,300
11008.811	Sheriff – OPNET Drug	59421.64.0010	Machinery & Equipment	13,100
11008.811	Sheriff – OPNET Drug	50800.00.0000	Ending Fund Balance	37,380
Total				93,820

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding from WA State Department of Commerce Multi-Jurisdictional Drug-Gang Task Force Program grant award (2022 MJNTF) that is anticipated to be expended in FY2022 to cover unbudgeted expenses. The remainder will be spent in FY2023.

County Official Approval:

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

[Handwritten Signature]

87



AGENDA ITEM SUMMARY

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

20
8/15/22
4C

Department: BOCC

WORK SESSION ☒ Meeting Date: 8/15/22

REGULAR AGENDA ☒ Meeting Date: 8/16/22

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

Item summary:

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

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on August 30, 2022

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

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

NonDept – Opportunity Fund – Additional funding for contractual ARPA sub-recipient administrative fees to be paid to the Economic Development Council in 2022/\$40,000

HR – Unemployment Compensation – Increased billing costs from unemployment that were not allocated in the current budget/\$20,000

HR – Workers Compensation Claims – Increase in billing from the Department of Labor and Industries was not allocated for in the current budget/\$40,000

Parks & Facilities - Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in June and July, 2022 expected to be reimbursed through FEMA/\$14,656

Prosecuting Attorney – Operations – Additional funding to cover annual fee of cloud-hosting for case management system Legal Files and four high speed computes to process media downloads/\$28,800

Sheriff – Jail – To fund the unanticipated cost of contracting to use Norpoint Protective Services to provide security personnel at the Clallam County Courthouse during FY2022/\$46,200

Treasurer – Land Assessment – 2022 increase in City of Port Angeles Stormwater Fees for county owned parcels/\$3,100

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

Approve the attached notice of debatable emergencies.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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

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



BUDGET RESOLUTION _____, 2022

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

NonDept – Opportunity Fund – Additional funding for contractual ARPA sub-recipient administrative fees to be paid to the Economic Development Council in 2022/\$40,000

HR – Unemployment Compensation – Increased billing costs from unemployment that were not allocated in the current budget/\$20,000

HR – Workers Compensation Claims – Increase in billing from the Department of Labor and Industries was not allocated for in the current budget/\$40,000

Parks & Facilities - Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in June and July, 2022 expected to be reimbursed through FEMA/\$14,656

Prosecuting Attorney – Operations – Additional funding to cover annual fee of cloud-hosting for case management system Legal Files and four high speed computes to process media downloads/\$28,800

Sheriff – Jail – To fund the unanticipated cost of contracting to use Norpoint Protective Services to provide security personnel at the Clallam County Courthouse during FY2022/\$46,200

Treasurer – Land Assessment – 2022 increase in City of Port Angeles Stormwater Fees for county owned parcels/\$3,100

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

1. A public hearing on the debatable emergencies listed above will be held August 30, 2022 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 16th day of August 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: August 21, 2022

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/25/2022 ✓

Budget Hearing/Meeting Date: 8/30/2022 ✓

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

Budget Number xxxxx.xxx.	19941.291 ✓	Budget Name	NonDept – Opportunity Fund ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19941.291 ✓	NonDept – Opportunity Fund ✓	50800.00.0000 ✓	Ending Fund Balance	40,000
Total				40,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19941.291 ✓	NonDept – Opportunity Fund ✓	55210.41.0113 ✓	Economic Development Council	40,000
Total				40,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding for contractual ARPA subrecipient administrative fees to be paid to the Economic Development Council in 2022.

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

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JUL 26 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/25/2022

Budget Hearing/Meeting Date: 8/30/2022

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

Budget Number xxxxx.xxx.	50701.461 ✓	Budget Name	HR-Unemployment Compensation ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50701.461 ✓	HR-Unemployment Compensation ✓	50800.00.0000 ✓	Ending Fund Balance	\$20,000
Total				\$20,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50701.461 ✓	HR-Unemployment Compensation ✓	51771.20.0040 ✓	Unemployment Compensation	\$20,000
Total				\$20,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

There has been an increase in the unemployment filings which has resulted in increased billing costs from unemployment that were not allocated in current budget.

County Official Approval: _____

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

[Signature]

[Signature]

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JUL 26 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/25/2022

Budget Hearing/Meeting Date: 8/30/2022

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

Budget Number xxxxx.xxx.	50501.461	Budget Name	HR-Workers Compensation Claims
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50501.461	HR-Workers Compensation Claims	50800.00.0000	Ending Fund Balance	\$40,000
Total				\$40,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50501.461	HR-Workers Compensation Claims	51768.41.1006	Department of Labor and Industry	\$40,000
Total				\$40,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Increase in billing from the Department of Labor and Industries was not allocated for in current budget.

County Official Approval:

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

AUG 03 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: August 2, 2022

Budget Hearing/Meeting Date: August 30, 2022

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

Budget Number xxxxx.xxx.	00100.911. ✓	Budget Name	Parks & Facilities ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	\$ 14,656
Total				\$ 14,656

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.41.1030 ✓	Personnel Services	\$ 14,656
Total				\$ 14,656

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To pay for additional expenses related to the Covid 19 virus event in Clallam County that were paid from the Parks and Facilities budget in 2022. This is to cover the goods and services expenditures incurred in June and July 2022, and are expected to be reimbursed through FEMA reimbursements.

County Official Approval: _____

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

[Handwritten signatures]

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CLALLAM COUNTY BUDGET CHANGE FORM

AUG 05 2022



Date Submitted: 8/5/2022

Budget Hearing/Meeting Date: 08/30/2022

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

Budget Number xxxxx.xxx.	00100.841	Budget Name	Prosecuting Attorney - Operations
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserve	50800.00.0000	Ending Fund Balance	28,800.
Total				28,800.

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.841	Prosecuting Attorney – Ops	51535.48.0050	Computer Systems Maintenance	21,600.
00100.841	Prosecuting Attorney – Ops	51535.35.5500	Information Technology Equipment	7,200.
Total				28,800.

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The above funds we are requesting will cover an annual fee of cloud-hosting for our case management system Legal Files and four high speed computers to process media downloads. IT will work with Legal Files to move the database from an internal server to the cloud-host. These items will allow us to properly download, manage, store, and share law enforcement reports, photos, and videos that will soon be submitted to us electronically.

County Official Approval: ML 7218
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

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AUG 05 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 08/03/2022

Budget Hearing/Meeting Date: 08/30/2022

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

Budget Number xxxxx.xxx.	00100.815	Budget Name	Sheriff – Jail
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REVENUE/SOURCE

[illegible]

EXPENDITURES

BUDGET NUMBER	DEPT NAME	BARS NUMBER	ACCOUNT DESCRIPTION	AMOUNT
00100.815	Sheriff – Jail	52360.41.0020	Professional Services	46,200
				46,200

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To fund the unanticipated cost of contracting to use Norpoint Protective Services to provide security personnel at the Clallam County courthouse during FY2022.

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

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CLALLAM COUNTY BUDGET CHANGE FORM

AUG 05 2022



Date Submitted: 8/3/2022

Budget Hearing/Meeting Date: 8/30/2022

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

Budget Number xxxxx.xxx.	12241.231	Budget Name	Treasurer – Land Assessment
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
12241.231.	Treasurer – Land Assessment	50800.00.0000	Ending Fund Balance	3,100
Total				3,100

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
12241.231.	Treasurer – Land Assessment	51422.49.0011	Assessment Charges	3,100
Total				3,100

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

2022 increase in City of Port Angeles Stormwater Fees for county owned parcels.

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

[Handwritten signature]
[Handwritten initials]

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