



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, July 26, 2022 – 9:00 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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA – Any Commissioner may remove items for discussion

1a. Approval of vouchers for the week of July 18

Approval of vouchers 

1b. Approval of minutes for the week of July 18

Approval of minutes 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

2a. Agreement amendment 1 with Department of Social and Health Services for Division of Developmental Disabilities

Agreement 

2b. Agreement amendment 5 with Department of Health for Disease Programs and COVID

Agreement 

2c. Agreement with Office of Crime Victims Advocacy for Victim Witness Assistance Grant Programs

Agreement 

- 2d. Agreement with Jefferson County for North Pacific Coast Marine Resources Committee

Agreement 

- 2e. Agreement with Department of Ecology for the Dungeness Floodplains Restoration Project

Agreement 

- 2f. Agreement with OAC Services, Inc. to perform initial detailed facility design work for the Joint Public Safety Facility JPSE

Agreement 

Updated Agreement - submitted after agenda was posted on 7/21/22 

BIDS AND AWARDS

- 3a. Bid award – Village Lane Sewer Main Extension Project – C&J Excavating, Inc.

Bid award 

BUDGET

- 4a. Resolution adopting the following Supplemental Appropriations:

Sheriff - Operations

* Reimbursement from FY2019 Operation Stonegarden Grant for patrol overtime and grant coordinator regular time related to grant activities for the months of December 2021 - March 2022/\$48,003

* Receipt of State funding from FY2022-2023 Registered Sex Offender Address and Residency Verification Program that will be spend in FY2022. The remainder will be received and spent in FY2023/\$22,674

Juvenile Services - Additional funding for FY2020-2021 plus funding received for FY2022-2023 to help support 1 FTE for SCRC/Ancillary Therapeutic Services (ATS) treatment support services for youth in Secure Crisis Residential Center (SCRC)/\$37,971

Resolution 

PUBLIC COMMENT – Please limit comments to three minutes

EXECUTIVE SESSION

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

HEARING(S) – Beginning at 10:30 a.m.

- H1. Consideration of resolution adopting the following Debatable Emergencies:

Parks & Facilities - Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in April and May, 2022 expected to be reimbursed through FEMA/\$13,155

District Court - Funding for PERS Plan 2 retirement for Judge David Neupert going back to beginning of his term January 14, 2019/\$77,416

HHS - Operations - Repayment of funds provided to Serenity House for bathroom improvements relating to the shelter expansion in 2021 (1 of 2)/\$370,100

General Fund Reserves

* Additional funding for veteran assistance (1 of 2)/\$36,000

* Additional funding for the proposed land acquisition adjacent to Cline Spit (1 of 2)/\$120,000

* Repayment of funds provided to Serenity House for bathroom improvements relating to the shelter expansion in 2021 (2 of 2)/\$370,100

NonDept - Veterans Relief - Additional funding for veteran assistance (2 of 2)/\$36,000

Parks & Facilities - Capital Projects - Additional funding for the proposed land acquisition adjacent to Cline Spit (2 of 2)/\$120,000

Hearing Examiner - Additional funding to cover the cost of hearings in May, and any additional hearings that will occur from June through the end of this year/\$41,925

Resolution 

PUBLIC COMMENT – Please limit comments to three minutes

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

Monday, July 25:

9:00 a.m. Work Session

10:30 a.m. Clallam Transit Finance Committee Meeting

12:00 p.m. WSAC Virtual Update

Tuesday, July 26:

10:00 a.m. Board Meeting

10:30 a.m. Hearing(s) - See Agenda

1:00 p.m. Clallam County EDC & CERB Meeting

3:00 p.m. William Shore Memorial Pool District Meeting

Wednesday, July 27:

8:00 a.m. Coffee with Colleen

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

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

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



1a
7/24/22

Date of report: July 20, 2022

General	\$238,457.90
Other	\$512,722.51
Total	\$751,180.41

STATE OF WASHINGTON)
)
County of Clallam)

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

WITNESS MY HAND AND OFFICIAL SEAL THIS 10 DAY OF NOVEMBER 2022.

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

BILL PEACH

RANDY JOHNSON

RICH SILL (County Administrator)

Weekly Expenditures

July 18 - 22, 2022

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.221	Auditor	2,665.58		17.26	
00100.241/291	Commissioners (BOCC)	2,306.53			
19914.291	BOCC - Veterans Relief		3,723.94		
00100.331-334	Dept. of Community Develop't (DCD)	16,395.84		1,330.16	
30301.331	DCD - Lower Dungeness Floodplain		30,489.17		
00100.871	District Court I	782.98			
00100.881	District Court II	8,331.95			
11301.511	Health & Human Services (HHS)		17,874.60		
00100.511	HHS - Environmental Health	4,480.61			
00100.513	HHS - Admin	257.50			
11322.511	HHS - Homeless Task Force		20,478.63		
11323.511	HHS - Chem Dep/Mental Hlth		9,555.88		
11331.511	HHS - Developmental Disabilities		2,625.00		
00100.461	Human Resources (HR)	7,542.83			
50401.461	HR - Risk Management		5,482.16		
50501.461	HR - Workers Compensation		1,855.38		
50701.461	HR - Unemployment Compensation		7,865.18		
00100.411	Information Technology (IT)	3,211.95			
30701.411	IT - Capital Projects		11,457.98		
00100.851	Juvenile Services	10,661.92		13.73	
00100.911/912	Parks Fair Facilities (PFF)	50,397.82			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		20,926.78		
30501.911	PFF - Capital Projects		17,376.84		
00100.841-843	Prosecuting Attorney	36,474.46		21.65	
	Public Works (PW)				
10101.611	PW - Roads		285,430.70		
41401.611	PW - Clallam/Seki Sewer		4,453.68		
42401.611	PW - Carlsborg Sewer		6,326.33		
43401.611	PW - Bullman Beach Water System		345.67		
50301.611	PW - ER&R (Equip't Rental & Revolving)		54,225.76		
00100.811-815.817	Sheriff	58,872.97		86.22	
00100.816	Sheriff - Jail Medical	2,357.83			
11003.811	Sheriff - Boating Safety		525.00		
11004.811	Sheriff - VRF Boating Program		113.73		
11008.811	Sheriff - OPNET Drug		2,907.35		
11065.811	Sheriff - OPSCAN Operations		6,766.21		268.56
11080.811	Sheriff - Inmate Commissary		54.48		
00100.861	Superior Court	28,453.67			
12905.861	Superior Court - Dispute Resolution		560.00		
12911.861	Superior Court - Courthouse Facilitator		420.00		
00100.231	Treasurer	170.00			
12201.231	Treasurer - O&M (Operation & Maintenance)		613.50		
00100.931	WSU Extension	3,612.99		11.45	
Total		236,977.43	512,453.95	1,480.47	268.56

Report Reconciliation		Totals			
Total	749,431.38	General Fund	238,457.90		
Final Check Lists	749,431.38	Other	512,722.51		
Difference	-	Total	751,180.41	Use Tax	1,749.03

COPY

Prepared by: _____

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
7/8/2022	U S BANK	3521	dfodge6	156.00	13.73	156.00
7/12/2022	U S BANK	062022	rreymond	130.09	11.45	2,322.99
7/13/2022	U S BANK	0097 July 2022	ewaknitz1	736.24	64.79	3,991.74
7/13/2022	U S BANK	6730 July 2022	ewaknitz1	243.56	21.43	3,724.18
7/14/2022	DANIELS ELECTRONICS LTD	90316119	ewaknitz	3,051.86	268.56	3,051.86
7/14/2022	OTT HYDROMET CORP	ACR/10041911	lkennedy	13,114.20	1,154.05	13,114.20
7/14/2022	OTT HYDROMET CORP	ACR/10041884	lkennedy	2,001.23	176.11	2,001.23
7/26/2022	INTAB, INC	192018A	sprice	196.09	17.26	196.09
7/26/2022	U S BANK	159198	tpavlak	246.00	21.65	246.00
Totals:				19,875.27	1,749.03	28,804.29

Auditor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0000152	BALLOT & BUSINESS FORMS	6198	7/8/2022	CONFIRMATION CARDS QTY	751.52	751.52
7/26/2022	0000781	INTAB, INC	192018A	6/30/2022	SEALS FOR DROP BOXES AN	196.09	196.09
7/26/2022	0003410	LEMAY MOBILE SHREDDING	4752893S185	7/1/2022	DOCUMENT SHREDDING	5.09	5.09
7/26/2022	0020849	U S BANK	RD305E-1	6/11/2022	ASPEN SMITH HOTEL FOR EI	570.96	
			RD2FCF-1	6/11/2022	SUSAN JOHNSON HOTEL FO	570.96	
			RD2FD4-1	6/11/2022	SHERRY PRICE HOTEL FOR I	570.96	1,712.88
Sub total for U S BANK:							2,665.58

0.*

749,431.38*+

3,612.99+

1,730.45+

1,993.49+

783.50+

29,433.67+

2,357.83+

2,114.43+

53,442.72+

13,682.59+

11,125.68+

285,430.70+

54,225.76+

36,474.46+

1,330.22+

87,371.22+

8,034.53+

2,627.39+

14,669.93+

8,307.27+

14,438.28+

3,211.52+

52,060.70+

8,331.95+

782.98+

46,885.01+

2,306.53+

2,665.58+

0.*

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Final Check List
CLALLAM COUNTY

BOCC

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0028699	SOUND PUBLISHING INC	8069214	7/14/2022	ORDINANCE, BUDGET	271.53	271.53
7/26/2022	0045432	CBG COMMUNICATIONS, INC	162-OSWF2022	7/14/2022	MAY SERVICES PER CONTRA	2,035.00	2,035.00
Sub total for U S BANK:							2,306.53

DCD

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0000196	BILLS PLUMBING & SANIKAN	IS3652403	7/13/2022	G145 TASK 3 7/28 TO 8/28/202	160.00	160.00
7/26/2022	0001586	TRAFFIC SAFETY SUPPLY CO	INV050411	6/21/2022	CODE ENF. OPERATING SUP	444.83	444.83
7/26/2022	0001641	VERIZON WIRELESS	9909453478	6/22/2022	INSPECTOR JUNE 2022	24.03	24.03
7/26/2022	0021923	FIRST RACE CAR WASH	JUNE 2022	6/30/2022	DCD CODE ENF. JUNE 2022	14.00	14.00
7/26/2022	0036994	SHANNON & WILSON INC	130524	5/20/2023	SCARSELLA 1/16/22 TO 6/11/2	30,489.17	30,489.17
7/26/2022	0039042	OLYMPIC PENINSULA SURVEY	REF 6-30-22	7/12/2022	REFUND BLA2022-00025	300.00	300.00
7/26/2022	0042760	COCHNAUER, TIM	COCHNAUER 7	7/10/2022	G145 TASK 3 MILEAGE APR 1	310.05	310.05
7/26/2022	0046985	RIVER ROAD FLOWER FARM	REF 6-7-22	7/6/2022	REFUND BPT2022-504	6.50	6.50
7/26/2022	0046993	NORTHERN ENVIRONMENTAL	REF 7-6-22	7/6/2022	REFUND BPT 2022-581	21.00	21.00
7/26/2022	0047004	OTT HYDROMET CORP	ACR/10041911	6/29/2022	STREAMKEEPER CAPITAL MI	13,114.20	
			ACR/10041884	6/28/2022	STREAMKEEPEERS/ADMIN	2,001.23	15,115.43
Sub total for U S BANK:							46,885.01

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Final Check List
CLALLAM COUNTY

District Court I

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0001509	CORDANT HEALTH SOLUTION	TC-1631006302	6/30/2022	CORDANT - RANDOM UAS	659.25	659.25
7/26/2022	0021386	STAPLES ADVANTAGE	3512025837	7/2/2022	STAPLES - OFFICE SUPPLIES	123.73	123.73
Sub total for U S BANK:							782.98

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Final Check List
CLALLAM COUNTY

District Court II

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0000296	CENTURYLINK	JulyCentLink22	7/13/2022	JULY TELEPHONE SERVICES	110.13	110.13
7/26/2022	0000593	FORKS, CITY OF	2322	7/13/2022	THIRD QUARTER BUILDING F	7,829.95	7,829.95
7/26/2022	0001179	PACIFIC OFFICE EQUIPMENT	1104272	7/13/2022	CANON IRA400 MAINTENANC	44.69	
			1104271	7/13/2022	CANON IR1025 MAINTENANC	27.13	71.82
7/26/2022	0001509	CORDANT HEALTH SOLUTION	tc-47058063022	7/13/2022	PROBATION TESTING - JACK	25.65	25.65
7/26/2022	0001641	VERIZON WIRELESS	9909635375	7/13/2022	PROBATION CELL PHONE - JI	54.40	54.40
7/26/2022	0019100	PLUMLEY, WILLIAM L	671036	7/13/2022	SPANISH INTERPRETING JUN	180.00	180.00
7/26/2022	0046925	MENA, JUAN JR	1	7/13/2022	INTERPRETING CV22-456	60.00	60.00
Sub total for U S BANK:							8,331.95

Final Check List
CLALLAM COUNTY

HHS(1)

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0000700	HACH COMPANY	13123235	7/1/2022	WLAB-LAB SUPPLIES	460.58	
7/26/2022	0001179	PACIFIC OFFICE EQUIPMENT	13113668	6/27/2022	WLAB-LAB SUPPLIES	354.78	815.36
			1104324	6/30/2022	OSS-EHADMIN-COPIER 1027	97.78	
			1104325	6/30/2022	OSS-COPIER 10297	22.75	
7/26/2022	0020849	U S BANK	1104323	6/30/2022	WLAB-COPIER 9310	7.92	128.45
			7298-070622	7/6/2022	EHADMIN-HOME DEPOT-SHE	2,004.87	
7/26/2022	0001179	PACIFIC OFFICE EQUIPMENT	4878-070622	7/6/2022	EHADMIN-AMAZON-OFFICE S	1,531.93	3,536.80
			1104329	6/30/2022	HDAM - 3RD ST 2ND FLOOR I	28.60	
7/26/2022	0020849	U S BANK	1104328	6/30/2022	HADM - HHS DIRECTOR	3.68	32.28
7/26/2022	0022148	CENTURYLINK BUSINESS SE	4910 7-6-22 2	7/6/2022	HDAM - OFFICE SUPPLIES	225.22	225.22
7/26/2022	0000360	CLALLAM COUNTY ER&R	297454190	6/24/2022	HOPS - FORKS OFFICE 1-800	7.59	7.59
7/26/2022	0000546	EXPRESS SERVICES, INC	2022.151E	7/1/2022	HOPS - PH VEHICLE RENTA	39.00	39.00
7/26/2022	0000593	FORKS, CITY OF	27403238	6/29/2022	HOPS - EXTRA HELP EMPLOY	1,119.30	1,119.30
7/26/2022	0016427	MCKESSON MEDICAL-SURGI	CF 7-1-22	7/1/2022	HOPS - FORKS OFFICE UTILI	67.98	67.98
			19535750	6/28/2022	HOPS - CLINIC SUPPLIES	88.70	
7/26/2022	0040427	NORPOINT GROUP LLC	19536107	6/28/2022	HOPS - CLINIC SUPPLIES	67.05	155.75
7/26/2022	0001179	PACIFIC OFFICE EQUIPMENT	1250 NPG	6/13/2022	HOPS - PH BLS TRAINING FO	396.00	396.00
			1104330	6/30/2022	HOPS - PH COLOR COPIER	117.10	
			1104288	6/30/2022	HOPS - PH COPIER	34.02	
			1104332	6/30/2022	HOPS - FORKS PRINTER	5.23	
7/26/2022	0046988	RICHARDSON, SUMMER	1104331	6/30/2022	HOPS - FORKS COLOR PRIN	3.83	160.18
7/26/2022	0020849	U S BANK	SR BT 6-29-22	6/29/2022	HOPS - BUSINESS MILEAGE	30.37	30.37
			4902 7-6-22	7/6/2022	HOPS - HOTEL LEASING AND	3,035.20	
			4910 7-6-22	7/6/2022	HOPS - HOTEL LEASING AND	2,928.89	
			4326 7-6-22	7/6/2022	HOPS - BUSINESS TRAVEL W	2,768.94	
			4951 7-6-22	7/6/2022	HOPS - HOTEL LEASING AND	2,459.76	
			4318 7-6-22	7/6/2022	HOPS - BUSINESS TRAVEL W	1,163.32	
7/26/2022	0001641	VERIZON WIRELESS	4969 7-6-22	7/6/2022	HOPS - USPS BOX RENTAL 1	70.00	12,426.11
7/26/2022	0001767	WEST WASTE & RECYCLING	9909488366	6/23/2022	HOPS - WIC 1 CELL PHONE	222.71	222.71
7/26/2022	0001433	SERENITY HOUSE OF CLALLA	0000252393	6/30/2022	HOPS - GARBAGE COLLECTI	38.09	38.09
			11322-21-SHSO	6/24/2022	HTF - SHELTER FUNDING FO	18,432.00	
7/26/2022	0030719	REFLECTIONS COUNSELING	11322-21-SHCM	6/24/2022	HTF - FAMILY SHELTER CASE	2,046.63	20,478.63
			113232223RCSC	6/27/2022	CD/MH - CRISIS INTERVENTI	7,287.78	
			113232223RCSC	6/16/2022	CD/MH - CRISIS INTERVENTI	83.10	7,370.88

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0001433	SERENITY HOUSE OF CLALLAM	113232223SHH/	6/24/2022	CD/MH - ADMINISTRATION OI	2,185.00	2,185.00
7/26/2022	0001462	CLALLAM MOSAIC	11331-22-CMP2	7/6/2022	DDD-JUNE 2022 CLALLAM PA	1,500.00	1,500.00
7/26/2022	0000396	CONCERNED CITIZENS	SSD-6/22	7/12/2022	DDD-JUNE 2022 SSD	1,020.00	
			1601544	6/30/2022	DDD-OVERSERVED MAY 2022	105.00	1,125.00
Sub total for U S BANK:							52,060.70

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07/20/2022 11:36:01AM

Final Check List
CLALLAM COUNTY

HHS (2) Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	7/26/2022	0020849	U S BANK	4318 7-6-22 2	7/20/2022	HOPS RAPID REHOUSING	2,170.00	2,170.00
	7/26/2022	0020849	U S BANK	4902 7-6-22 2	7/20/2022	HOPS - RAPID REHOUSING	1,041.52	1,041.52
Sub total for U S BANK:							3,211.52	

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0000546	EXPRESS SERVICES, INC	27440719	7/10/2022	INVOICE 27440719	1,692.96	
			27403231	7/10/2022	INVOICE 27403231	664.02	2,356.98
7/26/2022	0001136	OLYMPIC MEDICAL CENTER	97120656269500	7/10/2022	97120656269500	262.50	
			97120656581100	7/10/2022	97120656581100	259.00	
			97120657363800	7/10/2022	97120657363800	120.50	642.00
7/26/2022	0001179	PACIFIC OFFICE EQUIPMENT	1105009	7/10/2022	INV 1105009	427.69	
			1105084	7/10/2022	INV 1105084	427.69	
			1104315	7/10/2022	INV 1104315	255.89	
			1104314	7/10/2022	INV 1104314	29.93	1,141.20
7/26/2022	0001297	PUBLIC SAFETY TESTING INC	2022-425	7/10/2022	INV 2022-425	817.00	817.00
7/26/2022	0001641	VERIZON WIRELESS	9909549538	7/10/2022	INV 9909549538	150.84	150.84
7/26/2022	0001734	WA ST PATROL	122007584	7/10/2022	INV L22007584	462.00	462.00
7/26/2022	0020619	INLAND NORTHWEST CINEMA	118150	7/10/2022	INVOICE 118150	2,300.00	2,300.00
7/26/2022	0020849	U S BANK	0086416	7/10/2022	HR OFFICE BENCHES	2,678.66	
			325049	7/10/2022	325049	335.55	
			64158352	7/10/2022	INDEED 64158352	163.20	
			11234277508544	7/10/2022	11234277508544209	110.94	
			11215030215370	7/10/2022	11215030215370636	99.99	
			LABCORP 6/10/22	7/10/2022	LABCORP 6/10/22	69.00	
			271123064	7/10/2022	271123064	34.95	
			271605989	7/10/2022	271605989	29.95	
			269933320	7/10/2022	269933320	24.95	
			271210235	7/10/2022	271210235	24.95	
			271327859	7/10/2022	271327859	24.95	
			11170227308096	7/10/2022	11170227308096262	23.93	
			040897	7/10/2022	CH PLAQUE	20.13	
			TWNDNGZSQ	7/10/2022	BACKGROUND	20.00	
			271724137	7/10/2022	271724137	19.95	
			269653727	7/10/2022	269653727	17.45	
			269959038	7/10/2022	269959038	17.45	
			269959490	7/10/2022	269959490	14.95	
			271305783	7/10/2022	271305783	14.95	
			271606007	7/10/2022	271606007	14.95	
			271610906	7/10/2022	271610906	14.95	

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			271617266	7/10/2022	271617266	14.95	
			271724136	7/10/2022	271724136	14.95	
			272255648	7/10/2022	272255648	14.95	
			272356904	7/10/2022	272356904	14.95	
			TWDN8HN	7/10/2022	BACKGROUND	12.00	
			TW8QW7X0	7/10/2022	BACKGROUND	4.15	3,851.75
7/26/2022	0046683	ODP BUSINESS SOLUTIONS,	248433286001	7/10/2022	INV 248433286001	230.25	
			248612510001	7/10/2022	INV 248612510001	22.15	
			248612498001	7/10/2022	INVOICE 248612498001	14.11	266.51
7/26/2022	0046987	THE AMRICAN COLLEGE, OF	1627978-07012C	7/10/2022	STUDENT ID 1627978 RICH S	2,450.00	2,450.00
Sub total for U S BANK:							14,438.28

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07/19/2022 3:06:14PM

Final Check List
CLALLAM COUNTY

HR Payroll

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0000521	EMPLOYMENT SECURITY DEI2Q22UNEMP	7/14/2022	2ND QTR 2022 UNEMPLOYME	7,865.18	7,865.18	
7/26/2022	0045162	UNITED STATE TREASURY PCORI1785337	7/15/2022	PCORI FEES 2012-2021 RHS I	442.09	442.09	
Sub total for U S BANK:						8,307.27	

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/26/2022	0000674	GOVCONNECTION, INC.	72905641	7/14/2022	PROS20220607A - MONITOR I	342.87
	7/26/2022	0001603	TYLER TECHNOLOGIES INC.	045-383986	7/14/2022	IT20220707A - ENERGGOV PRC	5,843.81
				045-385105	7/14/2022	IT20220707 - ENERGGOV PRO.	2,220.00
	7/26/2022	0020849	U S BANK	4640945029	7/14/2022	IT20220616 - (3 OF 3) NETWO	3,300.62
				114-4818868-89	7/14/2022	DYMO LABEL MAKER FOR CC	597.28
				114-6997963-63	7/14/2022	IT2-220622B - SURFACE DOC	435.18
				114-9287266-91	7/14/2022	IT20220621A - WIRED HEADS	339.35
				114-9399971-32	7/14/2022	IT20220622A - MICE AND K/BS	228.94
				114-8130557-16	7/14/2022	IT20220623A - SURFACE DOC	217.59
				112-9178578-31	7/14/2022	IT20220613 - OFC CHAIR (T.B	212.15
				112-7182090-11	7/14/2022	IT20220613A - REPLACEMENT	206.70
				112-6670950-29	7/14/2022	SHER20220607 - REPLACEMENT	180.58
				B1-395200199	7/14/2022	SHER20220708 - CLALLAM B/	144.86
				114-9680269-45	7/14/2022	IT20220624 - HEADSETS	103.24
				5005511	7/14/2022	IT20220613B - OFC SUPPLY	101.75
				112-4897500-86	7/14/2022	IT20220607A - OFC SUPPLIES	61.47
				5242772048	7/14/2022	IT20220616 - (1 OF 3) NETWO	60.92
				90918194-B	7/14/2022	IT20220615 - ADVANTAGE ME	39.99
				5242805832	7/14/2022	T20220616 - (2 OF 3) NETWOI	32.63
Sub total for U S BANK:							14,669.93

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Final Check List
CLALLAM COUNTY

Juv Svcs (1)

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0000628	GALLS LLC	21466973	6/22/2022	UNIFORMS & CLOTHING	441.26	
			021535842	6/30/2022	UNIFORMS & CLOTHING	357.50	
			021558289	7/5/2022	UNIFORMS & CLOTHING	356.39	
			021535835	6/30/2022	UNIFORMS & CLOTHING	169.76	
			021568447	7/6/2022	UNIFORMS & CLOTHING	146.66	
			021535902	6/30/2022	UNIFORMS & CLOTHING	122.71	
			021535905	6/30/2022	UNIFORMS & CLOTHING	118.77	
			021568450	7/6/2022	UNIFORMS & CLOTHING	38.08	1,751.13
7/26/2022	0001723	WSDOT/WA ST FERRIES	*RK393607	6/30/2022	TRAVEL/BUSINESS	47.80	47.80
7/26/2022	0017787	DAIRY FRESH FARMS INC	8182218803	7/7/2022	DET FOOD	101.27	101.27
7/26/2022	0041147	AMERIGAS PROPANE LP	3138669888	7/8/2022	UTILITIES	679.12	679.12
7/26/2022	0046683	ODP BUSINESS SOLUTIONS,	252839935001	7/1/2022	FURNISHINGS	48.07	48.07
Sub total for U S BANK:							2,627.39

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Final Check List
CLALLAM COUNTY

Juv Svcs (2)

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/26/2022	0020849 U S BANK	00025345	6/24/2022	AWARDS & RECOGNITIONS-S	2,300.00	
			017873	6/23/2022	AWARDS AND RECOGNITION	1,100.00	
			00044090	6/23/2022	AWARDS AND RECOGNITION	1,050.90	
			10V2EJ-1	6/24/2022	TRVL TRNG-BIG SKY RESOR	656.55	
			BFN8CHQW88v	6/17/2022	REGISTRATION-MEETINGS N	525.00	
			004448	7/5/2022	DET FOOD-COSTCO	227.61	
			114314	5/1/2022	SOFTWARE LICENSE-RELIAT	217.61	
			114523	6/1/2022	SOFTWARE LICENSE-RELIAT	217.60	
			128037008	6/14/2022	DUES/MEMBERSHIP-YMCA	200.00	
			87859350	6/7/2022	TRVL TRNG-CAMBRIA HOTEL	162.61	
			030894	6/24/2022	FOOD-COSTCO	162.20	
			3521	7/1/2022	SOFTWARE LICENSE-CASA M	156.00	
			000044	6/21/2022	DET FOOD & SUPPLIES-COS	154.67	
			7190152216954	6/7/2022	TRVL TRNG-KARST STAGE	114.00	
			038500	6/6/2022	DET FOOD-COSTCO	113.78	
			AL629685	6/7/2022	TRVL TRNG-CHEAP AIRPORT	94.83	
			7226280338732	6/17/2022	TRVL TRNG-KARST STAGE	70.00	
			66944711	6/9/2022	TRVL TRNG-DOUG FOX	62.59	
			00021082	6/17/2022	AWARDS AND RECOGNITION	50.00	
			060154	6/27/2022	DET FOOD & SUPPLIES-WALI	48.05	
			085545	6/21/2022	DET FOOD & SUPPLIES-WALI	36.03	
			024898	7/5/2022	DET FOOD & SUPPLIES-WALI	35.40	
			00001383	6/27/2022	FOOD-SAFEWAY	35.16	
			097193	6/15/2022	OFFICE SUPPLIES-WALMART	32.66	
			065526	6/24/2022	POSTAGE-USPS	32.20	
			8431	6/16/2022	AWARDS AND RECOGNITION	25.00	
			086182	6/25/2022	AWARDS & RECOGNITIONS-	25.00	
			084506	6/15/2022	FOOD-COSTCO	20.88	
			4748939S185	6/1/2022	PRO SVCS-LEMAY MOBILE SI	20.45	
			4752896S185	7/1/2022	PRO SVCS-LEMAY MOBILE SI	20.45	
			095801	6/6/2022	DET FOOD-FRANZ	18.00	
			083093	6/6/2022	DET FOOD-WALMART	16.34	
			052506	6/24/2022	POSTAGE-USPS	16.10	
			090904	6/29/2022	AWARDS AND RECOGNITION	10.88	

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Final Check List
CLALLAM COUNTY

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Bank : apbank U S BANK

(Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
			00059393	6/27/2022	FOOD-SAFEWAY	5.98	8,034.53
Sub total for U S BANK:							8,034.53

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Final Check List
CLALLAM COUNTY

Parks Fair Facilities (1) Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0000091	ANGELES MILLWORK & LUMB	313418	7/14/2022	CH SIKA POSTFIX	89.03	
			313308	7/14/2022	JUV COUPLER & PLUG KIT	12.46	101.49
7/26/2022	0000114	ARROW SEPTIC PUMPING SE	258094	7/14/2022	DRA SEPTIC PUMP	977.40	977.40
7/26/2022	0000196	BILLS PLUMBING & SANIKAN	1s3652399	7/14/2022	RDG SANIKAN	100.00	100.00
7/26/2022	0000359	CLALLAM COUNTY PUBLIC W	2022.156E	7/14/2022	CH DRA JUV FG SC SMPK FU	684.24	
			1480 6/22	7/14/2022	CB JUNE SEWER	83.17	767.41
7/26/2022	0000546	EXPRESS SERVICES, INC	27469245	7/14/2022	CH COVID WK END 7/10/22 M	1,532.16	1,532.16
7/26/2022	0000555	FASTENAL COMPANY	wapor89027	7/14/2022	JUV SPRING PIN	10.53	10.53
7/26/2022	0000561	FERGUSON ENTERPRISES IN	0638418	7/14/2022	FG PLAS WTR MTR BOX	103.18	
			0638315	7/14/2022	FG LFN BRS MIP BLR DRN	53.50	156.68
7/26/2022	0000659	GLASS SERVICES CO., INC	52466	7/14/2022	CH REPLACEMENT OF INSUL	965.06	965.06
7/26/2022	0000677	GRAINGER INC	9370500564	7/14/2022	FG VACUUM SIGN MOUTNIN	419.09	
			9367959997	7/14/2022	JUV FILTER BATTIES	164.98	584.07
7/26/2022	0001036	MURREYS OLYMPIC DISPOS	7190395s112	7/14/2022	SC JUNE GARBAGE	2,491.74	
			7190380s112	7/14/2022	DRA JUNE GARBAGE	1,344.59	
			7191731s112	7/14/2022	SC JUNE RECYCLE	528.44	
			7191160s112	7/14/2022	CH JUNE RECYCLE	458.18	
			7191732s112	7/14/2022	DRA JUNE RECYCLE	181.65	
			7191250s112	7/14/2022	CH JUNE RECYCLE	96.08	
			7191214s112	7/14/2022	VET JUNE RECYCLE	36.33	5,137.01
7/26/2022	0001156	OLYPEN INC	220710-0015	7/14/2022	DRA DSL INTERNET	23.95	23.95
7/26/2022	0001203	PEN PRINT INC	39193	7/14/2022	SC DRA 9400 CAMP FEE ENV	2,045.44	2,045.44
7/26/2022	0001252	PORT ANGELES, CITY OF	63871-98716 6/2	7/14/2022	CH JUNE UTIL	19,200.91	
			63871-147906 6/	7/14/2022	CH JUNE UTIL	4,795.55	
			60327-89776 6/2	7/14/2022	3RD JUNE UTIL	770.28	24,766.74

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	7/26/2022	0001253	PORT ANGELES SOLID WAST	1055125	7/14/2022	2207UP LAW LIBRARY MOVE	393.78	
				1055160	7/14/2022	2207UP LAW LIBRARY MOVE	184.28	
				1054655	7/14/2022	2207UP LAW LIBRARY MOVE	153.24	
				1052758	7/14/2022	CH DUMP FEE	21.34	
				1042875	7/14/2022	CH DUMP FEE	17.46	
				1052577	7/14/2022	SMPK DUMP FEE	15.52	
				1054791	7/14/2022	2207UP LAW LIBRARY MOVE	11.26	
				1053211	7/14/2022	FG DUMP FEE	10.00	
				1053404	7/14/2022	JUV DUMP FEE	8.19	
				1055337	7/14/2022	CH DUMP FEE	6.14	
				1053203	7/14/2022	CH DUMP FEE	5.63	826.84
	7/26/2022	0001300	PUBLIC UTILITY DISTRICT	22216 6/22	7/14/2022	CDJ JUNE ELECT	577.47	
				25837 6/22	7/14/2022	DRA JUNE ELECT	166.08	
				25840 6/22	7/14/2022	DRA JUNE ELECT	157.27	
				25839 6/22	7/14/2022	DRA JUNE ELECT	149.00	
				25838 6/22	7/14/2022	DRA JUNE ELECT	51.44	
				67069 7/22	7/14/2022	SMPK CLINE SPIT UNMETERI	23.59	1,124.85
	7/26/2022	0001331	RAINBOW SWEEPERS, INC.	44006	7/14/2022	CH RESTRIPE NORTH AND S	4,950.40	4,950.40
	7/26/2022	0001540	SWAIN'S GENERAL STORE IN	301248	7/14/2022	CH FILLER SANDPAPER PAIN	62.16	
				301302	7/14/2022	CH PRO PRUNER	17.38	
				301182	7/14/2022	CH BLU MASK TAPE	8.41	87.95
	7/26/2022	0032999	PLATT	3a57681	7/14/2022	FG EMERG LIGHT CEG EXIT :	189.55	
				3a53174	7/14/2022	FG LED BULBS GFI TMPR RE	188.84	
				3a33302	7/14/2022	CH SELF TEST GFI	113.89	
				3a35166	7/14/2022	CH TMPR RESI DPX REFLEX	45.24	537.52
	7/26/2022	0033207	HUNT ENGINEERING SERVICE	18296	7/14/2022	2009FAC CH VAV BOXES BID	20,926.78	20,926.78
	7/26/2022	0037225	JACKSON, DALE	817-21-02 5/22	7/14/2022	2006FAC EOC RELOCATE PR	5,242.50	
				817-21-02 6/22	7/14/2022	2006FAC EOC RELOCATE PR	4,492.50	9,735.00
	7/26/2022	0041147	AMERIGAS PROPANE LP	3138560884	7/14/2022	CDJ 309 GAL PROPANE	651.14	651.14
	7/26/2022	0041295	C & C TIMBER INC	12232	7/14/2022	SC 320 FIREWOOD BUNDLES	1,353.60	1,353.60

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	7/26/2022	0041605	HOME DEPOT PRO	694645664	7/14/2022	SC LINER TRIGGER SPRAYER	1,045.37	
				695685297	7/14/2022	CH PAPER TOWEL BATH TISS	667.53	
				695685313	7/14/2022	FG BATH TISSUE LINER	663.51	
				694142407	7/14/2022	JUV VACUUM REPAIR	188.46	
				694645656	7/14/2022	CH PULSE CADDY	153.44	
				694142357	7/14/2022	DRA BROOM COMET CLEANER	139.34	2,857.65
	7/26/2022	0041765	CALL LUKE LLC	2455	7/14/2022	SC BAITS & FILL STATIONS	139.01	
				2469	7/14/2022	CH FILL BAIT STATIONS & BA	113.26	252.27
	7/26/2022	0044161	MAYDA & SONS MECHANICAL	71045	7/14/2022	2211UP JAIL FREEZER REPAI	4,691.23	4,691.23
	7/26/2022	0046989	ONESOURCE OFFICE INTERI	83918	7/14/2022	2201UP AUD EXP GLASS PAN	2,208.05	2,208.05
Sub total for U S BANK:								87,371.22

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Check History Listing
CLALLAM COUNTY

Parks Fair Facilities (2)

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Bank code: apbank

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
	07/26/2022	0020849 U S BANK			Sprinkler 807186	07/13/2022	289.41	
					amaz 0259407	07/13/2022	182.59	
					amaz 9564204	07/13/2022	182.59	
					Viasat CDJ 6/22	07/13/2022	95.65	
					Viasat SC 6/22	07/13/2022	70.64	
					Lincoln St 231138	07/13/2022	69.88	
					amaz 1501020	07/13/2022	66.91	
					amaz 4425001	07/13/2022	54.39	
					amaz 2041854	07/13/2022	52.21	
					amaz 1354647	07/13/2022	39.16	
					amaz 8394636	07/13/2022	39.15	
					Webstaurant 75982954	07/13/2022	37.16	
					amaz 5732219	07/13/2022	35.68	
					amaz 4388248	07/13/2022	20.25	
					amaz 3917816	07/13/2022	18.49	
					amaz 2857005	07/13/2022	18.49	
					amaz 3705009	07/13/2022	15.22	
					amaz 1318650	07/13/2022	15.16	
					PenAward Blaylock	07/13/2022	13.60	
					amaz 6534661	07/13/2022	13.59	1,330.22
					apbank Total:			1,330.22
					Total Checks:			1,330.22

1 checks in this report

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0000023	ADVANCED TRAVEL	ADVTRL 7/14/22	7/14/2022	COLEEN ST CLAIR ADV TRAV	360.00	
			ADVTRVLDEVL	7/14/2022	REPAYMENT OF ADVANCE TF	360.00	720.00
7/26/2022	0000546	EXPRESS SERVICES, INC	27403253	7/14/2022	EXPRESS SERVICES	518.49	518.49
7/26/2022	0001154	OLYMPIC VIEW PROPERTIES	3RDQTR 7/14/22	7/14/2022	3RD QUARTER PAYMENT FOI	5,340.00	5,340.00
7/26/2022	0001179	PACIFIC OFFICE EQUIPMENT	1103879	7/14/2022	OFFICE FURNITURE	3,021.11	
			1103488	7/14/2022	OFFICE SUPPLIES	570.81	
			1104318	7/14/2022	POE CONTRACT	300.38	
			1104317	7/14/2022	POE CONTRACT	279.31	
			1104319	7/14/2022	POE CONTRACT	164.91	
			1104316	7/14/2022	POE CONTRACT	55.16	
			1104320	7/14/2022	POE CONTRACT	52.16	4,443.84
7/26/2022	0001641	VERIZON WIRELESS	9909549537	7/14/2022	VERIZON CELL PHONE	1,014.54	1,014.54
7/26/2022	0004368	NICHOLS, MARK	NICHOLS7/14/22	7/14/2022	TRAINING REIMBURSEMENT	524.74	524.74
7/26/2022	0020849	U S BANK	523525	7/13/2022	HOTEL STAY	621.06	
			159198	7/13/2022	OFFICE SUPPLIES	246.00	
			523548	7/13/2022	MICHELE HOTEL STAY	210.36	
			523550	7/13/2022	HOTEL STAY	210.36	
			523549	7/13/2022	HOTEL STAY	210.36	
			6925838	7/13/2022	OFFICE SUPPLIES	203.62	
			2459415	7/13/2022	OFFICE SUPPLIES	92.60	
			64442661	7/13/2022	OFFICE SUPPLIES	74.73	
			53298351	7/13/2022	OFFICE SUPPLIES	62.00	
			157775	7/13/2022	NOTARY SUPPLIES	56.58	
			2428259	7/13/2022	OFFICE SUPPLIES	45.42	
			1568441	7/13/2022	2185-952778-659	27.30	
			1568440	7/13/2022	2185-952778-659	27.30	
			7145684	7/13/2022	OFFICE SUPPLIES	24.85	
			1570267	7/13/2022	2185-952778-656	4.09	2,116.63
7/26/2022	0022158	ESPINOZA, JESSE	ESPINOZA7/14/22	7/14/2022	TRAVEL REIMBURSEMENT F	429.01	429.01
7/26/2022	0026122	KIESEL, ERIC L, MD, PHD	KIESEL 7/14/22	7/14/2022	AUTOPSY CHARGES	18,800.00	18,800.00
7/26/2022	0033773	DEVLIN, MICHELE	DEVLIN7/14/22	7/14/2022	DEVLIN REIMBURSEMENT	149.74	149.74
7/26/2022	0038146	MUNGER, JILLIAN	MUNGER7/14/22	7/14/2022	TRAINING REIMBURSEMENT	509.74	509.74
7/26/2022	0039815	SUTHERLAND, ROCHELLE	SUTHERLAND7	7/14/2022	MILEAGE REIMBURSEMENT	45.63	45.63

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0045696	THURSTON COUNTY CORON	CCC-7012022	7/14/2022	CORONER	1,200.00	
			CCC-7062022	7/14/2022	CORONER	299.00	1,499.00
7/26/2022	0046683	ODP BUSINESS SOLUTIONS,	253543806001	7/14/2022	OFFICE SUPPLIES	116.37	
			249211484001	7/14/2022	OFFICE SUPPLIES	74.89	191.26
7/26/2022	0047006	ST CLAIR, COLEEN	STCLAIR7/14/22	7/14/2022	TRAINING REIMBURSEMENT	134.99	134.99
7/26/2022	0047008	CINCOTTO, KARI	CINCOTTO 7/14	7/14/2022	MILEAGE REIMBURSEMENT I	36.85	36.85
Sub total for U S BANK:							36,474.46

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0000555	FASTENAL COMPANY	WAPOR88874	6/23/2022	3/8:-16 FHN Z - SQ	26.47	26.47
7/26/2022	0000592	FORKS AUTO ELECTRIC	734441	6/27/2022	Switch M58031-01 449	19.05	19.05
7/26/2022	0000677	GRAINGER INC	9368169497	7/6/2022	Steel traffic cone holders - PA 1	54.03	
			9369380069	7/7/2022	Grease couplers - PA	42.83	96.86
7/26/2022	0000772	INDUSTRIAL HYDRAULICS INC	A339240	6/16/2022	Tele.cylinder,bleeder/return-PA	1,791.96	1,791.96
7/26/2022	0000848	PAPE KENWORTH NORTHWE	11325174	6/29/2022	Radiator - PA Stores	2,687.36	
			11304138	6/16/2022	Kit, gaskets, clamp-v - PA 206	91.20	
			11335714	7/6/2022	Tube-Tur, washer, seals, o ring	64.94	2,843.50
7/26/2022	0001252	PORT ANGELES, CITY OF	152934/4358JUN	7/9/2022	Utility charges - PA	2,568.33	2,568.33
7/26/2022	0001300	PUBLIC UTILITY DISTRICT	22716/070522	7/5/2022	Elect. utility chg, 384 Frontier-C	102.70	102.70
7/26/2022	0001405	LES SCHWAB TIRE CENTERS	38000735615	6/29/2022	Wheel balances, balance beads	214.76	
			38100491352	6/30/2022	Tire: LT215/85R-16/10 115/112I	207.65	422.41
7/26/2022	0001586	TRAFFIC SAFETY SUPPLY CO	INVO50195	6/22/2022	Aluminum blanks - PA Sign Shc	1,063.17	1,063.17
7/26/2022	0001641	VERIZON WIRELESS	9909453478-E	6/22/2022	PA Sign Shop Laptop line - PA	80.12	80.12
7/26/2022	0001714	WA ST DEPT OF NATURAL RE	0100161576/202	7/5/2022	Surface Mining tax, Kirner Pit- F	2,000.00	2,000.00
7/26/2022	0004211	CENTURYLINK	4766812B/07052	7/5/2022	Phone service 812B - CH 20-FI	91.98	91.98
7/26/2022	0004448	DAREN'S POINT S TIRE & AU	189893	6/30/2022	245/55/18 Eagle Enf.-PA Stores	2,109.05	2,109.05
7/26/2022	0017663	ARAMARK UNIFORM SVCS IN	5120041713	7/12/2022	Laundry services - PA	35.62	
			5120039008	7/7/2022	Laundry services - SQ	16.34	
			5120038926	7/7/2022	Laundry services - WE	16.29	68.25
7/26/2022	0020849	U S BANK	1968-8464223	6/14/2022	Amzn: Air purifier & filters - PA 2	245.88	
			9221-052645	6/27/2022	HFreight: pnch/chsl, pry bar..-SC	186.34	
			1968-9999443	7/7/2022	InnovProd: Magnetic Mics - PA	141.76	
			1968-4389045	6/27/2022	LED headlight bulbs - PA	129.06	
			9221-3451434	6/7/2022	Bolewin: Fuel Filter elementes -	125.58	
			9221-7520598	6/9/2022	HDepo: Tape meas,fluor.bulbs..	92.41	
			9221-3615800	6/13/2022	H.Depot: Couplings blk nipples.	83.37	
			9221-2625612	6/14/2022	H.Depot: Anchor shackles - PA	57.99	
			9221-2992215	6/6/2022	Amzn: 12V LED signal tail light-	46.85	
			1968-0897010	6/16/2022	Amzn: Brother P-touch 2-pk tap	27.18	
			9221-1514315	7/5/2022	HDepo: Moss Bware, Doorstop-	20.07	
			7844-4588232	6/29/2022	Amzn: FabricLA: 71" felt - PA 2	18.34	
			1968-145509 CF	5/9/2022	Reverse: Gerry's F.Auto wheel	-95.00	1,079.83
7/26/2022	0021386	STAPLES ADVANTAGE	3510663641 E	6/18/2022	Toner, tissue, air system refill-P	44.78	44.78

Bank : apbank U S BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	7/26/2022	0022435	RACE STREET AUTO PARTS	591061	6/27/2022	21" Exactfit blades - PA Stores	78.92	
				592962	7/12/2022	Air and cabin air filters-PA Store	73.34	
				584919	5/9/2022	U-joint - SQ	44.80	
				592793	7/11/2022	Air filters; oil filters - PA Store	34.81	
				593067	7/12/2022	Air and oil filters - PA 158	23.21	
				585749	5/15/2022	Return U-joint - SQ	-44.80	210.28
	7/26/2022	0040272	MATT'S TOOLS USA LLC	127162	7/12/2022	Nitrile gloves - PA	50.83	50.83
	7/26/2022	0042561	ALL BATTERY SALES & SERVICE	22072196	7/12/2022	Battery - PA Stores	152.27	152.27
	7/26/2022	0043469	PETROCARD	453839-IN	7/8/2022	Diesel & Unleaded fuel purchase	18,641.19	
				453759-IN	7/7/2022	Unleaded fuel purchase - CH	13,602.09	
				453720-IN	7/7/2022	Unleaded fuel purchase - LC	3,620.01	
				454212-IN	7/11/2022	Bulk oil: 5W20,5w30,15w40; Ur	2,235.84	
				450545R-DM	6/9/2022	Diesel purchase-Salt Creek Par	1,304.79	39,403.92
Sub total for U S BANK:							54,225.76	

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Public Works Roads Page: 1

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0000047	ALLFORM WELDING	29421	7/13/2022	MAINTENANCE REPAIR - DPF	162.75	162.75
7/26/2022	0000196	BILLS PLUMBING & SANIKAN	IS3652299	7/1/2022	07/22~08/22 ODT SANIKANS	310.00	
			S3652686	7/15/2022	07/22~08/22 SQ SHOP SANIKAN	100.00	410.00
7/26/2022	0000244	BRUCH & BRUCH CONSTRUCTION	2207121-IN	7/11/2022	MAINTENANCE SUPPLIES - L	4,900.59	4,900.59
7/26/2022	0000360	CLALLAM COUNTY ER&R	2022.164E	7/9/2022	06/22 MONTHLY TRUCK RENT	12,960.09	12,960.09
7/26/2022	0000377	PACWEST MACHINERY LLC	20356019	6/30/2022	MAINTENANCE SUPPLIES - P	6,037.09	6,037.09
7/26/2022	0000546	EXPRESS SERVICES, INC	27440718-10101	7/6/2022	06/27/22~07/03/22 ROADS	5,912.58	5,912.58
7/26/2022	0000709	HARBOR SAW & SUPPLY	678809	10/27/2021	MAINTENANCE SUPPLIES - L	483.40	
			713754	7/14/2022	MAINTENANCE SUPPLIES - P	281.88	
			691753	2/10/2022	MAINTENANCE SUPPLIES - P	41.10	
			678838	10/27/2021	MAINTENANCE SUPPLIES - L	28.29	
			712290	6/30/2022	MAINTENANCE SUPPLIES - L	23.12	857.79
7/26/2022	0000714	HARTNAGEL BLDG SUPPLY INC	IN839517	7/15/2022	MAINTENANCE SUPPLIES - C	61.87	61.87
7/26/2022	0001156	OLYPEN INC	220711-0012	7/11/2022	07/22~08/22 MLS, OLS	40.50	40.50
7/26/2022	0001300	PUBLIC UTILITY DISTRICT	30702-070622	7/6/2022	06/03/22~07/04/22 66 LOWER	51.93	51.93
7/26/2022	0001586	TRAFFIC SAFETY SUPPLY CO	INV050616	7/7/2022	MAINTENANCE SUPPLIES - P	1,311.52	
			INV050617	7/7/2022	MAINTENANCE SUPPLIES - P	1,311.52	2,623.04
7/26/2022	0001641	VERIZON WIRELESS	9909453478-101	6/22/2022	06/22 CELL CHARGES	2,107.24	2,107.24
7/26/2022	0001740	WSU EXTENSION OF CLALLAM	HK622	7/11/2022	06/22 KAWIE HOURS	700.74	
			DT062022	7/11/2022	06/22 TYE HOURS	684.23	1,384.97
7/26/2022	0004211	CENTURYLINK	6832667-070722	7/7/2022	360-681-2667 726B	194.50	194.50
7/26/2022	0017663	ARAMARK UNIFORM SVCS INC	5120041718	7/12/2022	LAUNDRY SERVICE - PA	16.32	
			5120043296	7/14/2022	LAUNDRY SERVICE - LC	16.30	
			5120043417	7/14/2022	LAUNDRY SERVICE - SQ	16.29	
			5120038923	7/7/2022	LAUNDRY SERVICE - LC	16.28	
			5120039005	7/7/2022	LAUNDRY SERVICE - SQ	16.28	81.47

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/26/2022	0020849 U S BANK	7844-2331492	6/30/2022	AMAZON - SURVEY SUPPLIES	623.88	
			1968-9549804	6/8/2022	AMAZON - PA MAINT SUPPLIES	600.42	
			9221-009068	6/13/2022	HARBOR FREIGHT - SQ MAIN	336.15	
			3953-0791-07/22	6/6/2022	CENTURYLINK - 300510791	334.14	
			3953-398627	7/6/2022	WASTE CONNECTIONS - DPF	260.04	
			3953-1356-07/22	6/6/2022	CENTURYLINK - 300561356	126.30	
			9221-2184256	6/14/2022	AMAZON - SQ SIGN SHOP SL	114.78	
			3953-7070612	6/19/2022	AMAZON - ACCOUNTING SUP	110.72	
			7844-4522091	6/22/2022	HOME DEPOT - WARD BRIDGE	94.38	
			1968-8149808	6/8/2022	AMAZON - SQ MAINT SUPPLIES	88.66	
			8427-080601	6/16/2022	MT PLEASANT 76 - PA MAINT	87.48	
			9221-083698	6/6/2022	OFFICE DEPOT - SQ MAINT S	75.91	
			1968-5065862	6/19/2022	AMAZON - PA MAINT SUPPLIES	62.01	
			9221-6523184	6/30/2022	HOME DEPOT - SQ MAINT SL	57.85	
			7844-7461841	6/29/2022	AMAZON - SURVEY SUPPLIES	48.58	
			7844-4781819-2	6/22/2022	AMAZON - DPRA SUPPLIES	47.60	
			9221-8222916	6/28/2022	HOME DEPOT - SQ MAINT SL	40.58	
			7844-062922	6/29/2022	FREEWAYSIMHERO - UT SHC	39.99	
			7844-5301811	6/29/2022	AMAZON - C1257 SUPPLIES	36.66	
			7844-110724	6/22/2022	APNGA - HAZMAT CLASS	35.00	
			9221-1625747	6/15/2022	HOME DEPOT - SQ MAINT SL	34.82	
			9221-3521055	6/13/2022	HOME DEPOT - SQ MAINT SL	32.27	
			7844-4781819-1	6/22/2022	AMAZON - DPRA SUPPLIES	30.33	
			3953-4265830	6/14/2022	AMAZON - ROW SUPPLIES	29.91	
			9221-5616984	6/21/2022	HOME DEPOT - SQ MAINT SL	29.70	
			7844-9525843	6/23/2022	AMAZON - DPRA SUPPLIES	23.50	
			9221-3020135	6/23/2022	HOME DEPOT - SQ MAINT SL	18.71	
			3953-5045868	6/8/2022	AMAZON - ROW SUPPLIES	17.72	
			3953-PRIME072	7/5/2022	AMAZON PRIME - MONTHLY S	16.31	
			9221-003018	6/23/2022	HARBOR FREIGHT - SQ MAIN	8.69	3,463.09
	7/26/2022	0021386 STAPLES ADVANTAGE	3510663641-R	6/13/2022	MAINTENANCE SUPPLIES - P	126.13	126.13
	7/26/2022	0033609 INTERWEST CONSTRUCTION	NC1257 EST 4	5/20/2022	CRP1257 ESTIMATE NO. 4	242,299.61	242,299.61
	7/26/2022	0041605 HOME DEPOT PRO	692149958	6/21/2022	MAINTENANCE SUPPLIES - D	1,621.20	
			692149966	6/21/2022	MAINTENANCE SUPPLIES - D	134.26	1,755.46

Sub total for U S BANK: 285,430.70

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Final Check List
CLALLAM COUNTY

Public Works

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0000074	AM TEST, INC.	126244	3/25/2022	TESTING SERVICES - WWTP	430.00	430.00
7/26/2022	0000546	EXPRESS SERVICES, INC	27440718-41401	7/6/2022	06/27/22~07/03/22 WWTP	501.84	501.84
7/26/2022	0001300	PUBLIC UTILITY DISTRICT	22718-070522	7/5/2022	05/31/22~06/29/22 410 FRONT	732.19	
			22602-070522	7/5/2022	05/31/22~06/29/22 BOGACHIE	210.68	942.87
7/26/2022	0021386	STAPLES ADVANTAGE	3512420576	7/2/2022	MAINTENANCE SUPPLIES - V	205.47	205.47
7/26/2022	0020849	U S BANK	7844-9010803	6/27/2022	HOME DEPOT - WWTP MAIN	470.71	
			3953-1116-07/22	6/6/2022	CENTURYLINK - 300561116	239.39	
			6048-7844-AMR	6/27/2022	AMAZON RENTALS - WWTP E	132.20	842.30
7/26/2022	0001641	VERIZON WIRELESS	9909453478-414	6/22/2022	06/22 CELL CHARGES	66.20	66.20
7/26/2022	0020614	WOOD HAWK, INC	1977	7/6/2022	WASTE TRANSFER SERVICE	1,465.00	1,465.00
7/26/2022	0000443	DAILY JOURNAL OF COMMER	3380034	6/30/2022	LEGAL NOTICE - VILLAGE LAI	432.40	432.40
7/26/2022	0001426	SEQUIM, CITY OF	C22-06	6/30/2022	06/22 MAINTENANCE	2,709.31	
			4405.0.0622 BS	6/30/2022	06/22 REGIONAL SEWER BAS	2,312.00	
			4405.0.0622 US	6/30/2022	06/22 REGIONAL SEWER US/	872.62	5,893.93
7/26/2022	0000348	CLALLAM COUNTY DEPT OF,	22-0237	7/1/2022	WATER TESTING - BBWA	53.00	53.00
7/26/2022	0000546	EXPRESS SERVICES, INC	27440718-43401	7/6/2022	06/27/22~07/03/22 BBWA	292.67	292.67
Sub total for U S BANK:							11,125.68

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Final Check List
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Sheriff (1)

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/26/2022	0020849	U S BANK				
			0097 July 2022	7/6/2022	AMZN,RENOGY,COSTCO,OFI	3,991.74	
			6730 July 2022	7/6/2022	BIKEGARAGE,HILTON,76,SWI	3,724.18	
			7275 July 2022	7/6/2022	INN AT GIGHARBOR,WSNIA,L	2,043.77	
			4761 July 2022	7/6/2022	76,AXON,DEEPWATERINN, P	1,875.05	
			4738 July 2022	7/6/2022	BEST BUY, SWAINS	902.71	
			0945 July 2022	7/6/2022	HARBOR FREIGHT, QUINAUL	387.09	
			8739 July 2022	7/6/2022	HARBORFREIGHT,TOTALWIR	382.16	
			6528 July 2022	7/6/2022	PENINSULA AWARDS, FBI AC	245.68	
			7400 July 2022	7/6/2022	SIMPLISAFE,SWAINS	80.21	
			6236 July 2022	7/6/2022	WSDOT GOOD TO GO	50.00	13,682.59
Sub total for U S BANK:							13,682.59

Sheriff (2)

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0000179	BEERS, RICHARD B	Aug 2022	7/14/2022	RENTAL AGREEMENT	525.00	525.00
7/26/2022	0000268	WAVE BUSINESS	1032290-02 July	7/1/2022	CABLE FOR ADMIN, JAIL	284.76	
			1240306-01 July	7/1/2022	INTERNET SAR,OPSCAN	129.27	414.03
7/26/2022	0000351	OLYMPIC PENINSULA, HUMAN	Aug 2022	7/14/2022	3RD QTR CONTRACT AGREE	26,000.00	26,000.00
7/26/2022	0000354	CLALLAM COUNTY SEWER DI	1481 July 2022	7/11/2022	SEWER	56.50	56.50
7/26/2022	0000360	CLALLAM COUNTY ER&R	2022.158E	7/7/2022	FUEL CG, ICV	182.70	182.70
7/26/2022	0000593	FORKS, CITY OF	2298	7/1/2022	PRISONER BOARD	3,465.00	3,465.00
7/26/2022	0000628	GALLS LLC	021344280	7/7/2022	UNIFORMS - HOFFMAN	115.32	
			021535831	6/30/2022	UNIFORMS - LIM	88.87	204.19
7/26/2022	0000659	GLASS SERVICES CO., INC	52699	7/5/2022	READER BOARD REPAIR	4,148.04	4,148.04
7/26/2022	0000918	LINCOLN STREET STATION	Account1 July 20	7/7/2022	SHIPPING CHARGES	374.88	374.88
7/26/2022	0001298	PUBLIC UTILITY DISTRICT NO	14741000 July 21	7/5/2022	UTILITIES 6/3/22-7/5/22	49.71	49.71
7/26/2022	0001300	PUBLIC UTILITY DISTRICT	22794 July 2022	7/5/2022	FRONTIER ST #1	137.90	
			96237 July 2022	7/5/2022	FRONTIER ST #2 5/31/22-6/29	50.31	
7/26/2022	0001426	SEQUIM, CITY OF	Aug 2022	7/14/2022	MORSE CREEK HOOKUP	50.31	238.52
7/26/2022	0004211	CENTURYLINK	360-460-5383 Ju	7/2/2022	RENTAL AGREEMENT	1,100.00	1,100.00
7/26/2022	0017787	DAIRY FRESH FARMS INC	8182215915	6/8/2022	INTERNET	65.00	65.00
			8182217410	6/23/2022	FOOD	472.13	
			8182218108	6/30/2022	FOOD	452.82	
			8182216607	6/15/2022	FOOD	401.60	
			8182215214	6/1/2022	FOOD	390.10	
			8182217214	6/21/2022	FOOD	388.50	
7/26/2022	0020862	GERMAN, NANCY	Aug 2022	7/14/2022	FOOD	59.56	2,164.71
7/26/2022	0021386	STAPLES ADVANTAGE	8066783576	7/2/2022	RENTAL AGREEMENT	2,274.43	2,274.43
7/26/2022	0024819	QUILEUTE TRIBE	Aug 2022	7/2/2022	OFFICE SUPPLIES	501.85	501.85
7/26/2022	0028111	DANIELS ELECTRONICS LTD	90316119	7/14/2022	RENTAL AGREEMENT	1,200.00	1,200.00
7/26/2022	0037042	OFFICE DEPOT	252873994001	8/7/2022	PSRN PARTS	3,051.86	3,051.86
			252875309001	7/1/2022	OFFICE SUPPLIES	97.38	
7/26/2022	0038673	IP ACCESS INTERNATIONAL II	09024706	7/1/2022	OFFICE SUPPLIES	36.42	133.80
			09024719	7/11/2022	INTERNET ACCESS	3,600.00	
7/26/2022	0046682	EAGAN, HECTOR	Monroe 7.11.22	7/11/2022	INTERNET ACCESS	3,600.00	7,200.00
				7/11/2022	TRAINING - EAGAN	92.50	92.50

Sub total for U S BANK: 53,442.72

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Final Check List
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Sheriff (3)

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Bank : apbank U S BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	7/26/2022	0044927	TEGRIA SERVICES GROUP U\$CT2285	7/1/2022	EPIC SUPPORT 3RD QTR 202	2,114.43	2,114.43
Sub total for U S BANK:							2,114.43

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Final Check List
CLALLAM COUNTY

Sheriff Jail Med

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0001136	OLYMPIC MEDICAL CENTER	OMC 7.14.22	7/14/2022	INMATE MEDICAL	524.80	524.80
7/26/2022	0001453	K BEN SKERBECK DDS PS, PE	537451591	7/14/2022	INMATE MEDICAL	1,710.00	1,710.00
7/26/2022	0001508	STERICYCLE, INC	3006078881	6/30/2022	BIOHAZARD WASTE SERVICE	10.36	10.36
7/26/2022	0025115	RADIA INC PS	Z9N71EJ	7/14/2022	INMATE MEDICAL	102.71	
			Z9ND9NO	7/14/2022	INMATE MEDICAL	5.08	
			Z9N71FJ	7/14/2022	INMATE MEDICAL	4.88	112.67
Sub total for U S BANK:							2,357.83

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0000357	CLALLAM-JEFFERSON CO	PR06-22 CF	7/13/2022	JUNE 2022 - COURT FACILITA	420.00	420.00
7/26/2022	0001212	PENINSULA DISPUTE RESOL	106-22 PDRC	7/13/2022	JUNE 2022 - PDRC SURCHAR	560.00	560.00
7/26/2022	0000716	HAYDEN, JOHN F	JH 07-22	7/12/2022	JULY 2022 - CHINS/YAR ATTO	2,333.33	2,333.33
7/26/2022	0002298	JOHN D BLACK, PLLC	JB 07-22	7/12/2022	JULY 2022 - JUVENILE OFFEN	700.00	700.00
7/26/2022	0001607	KAREN L UNGER, P.S.	KU 07-22	7/12/2022	JULY 2022 - ADULT CRIMINAL	3,000.00	3,000.00
7/26/2022	0023383	PAYNE LAW, PS	WP 07-22	7/12/2022	JULY 2022 - ADULT CRIMINAL	3,000.00	3,000.00
7/26/2022	0045731	RODRIGUEZ, JAMES ARTHUR	JR 07-22	7/12/2022	JULY 2022 - CONTEMPT/SUPI	600.00	600.00
7/26/2022	0020134	STANLEY B MYERS, JR, ATTO	SM 07-22	7/12/2022	JULY 2022 - ADULT CRIMINAL	3,000.00	3,000.00
7/26/2022	0021617	WOLFLEY LAW OFFICE P.S.	LW 07-22	7/12/2022	JULY 2022 - ADULT CRIMINAL	3,000.00	3,000.00
			JW 07-22T	7/12/2022	JULY 2022 - TRUANCY ATTOF	1,050.00	4,050.00
7/26/2022	0001509	CORDANT HEALTH SOLUTION	TC-2094006302	7/14/2022	6/30/2022 - DRUG TESTING (C	10.70	10.70
7/26/2022	0000494	DRAKES U-BAKE PIZZA & SUE	DRA1785205	7/14/2022	20-1-00061-05, ST. V. BROWN	146.62	146.62
7/26/2022	0002298	JOHN D BLACK, PLLC	003	7/14/2022	21-1-00335-05, ST. V. MAHLU	787.50	787.50
7/26/2022	0029825	MARCOUX, ELIZABETH "BETT	MAR1785206	7/14/2022	16-3-00318-1, IN RE GRUEL, C	742.50	742.50
7/26/2022	0046683	ODP BUSINESS SOLUTIONS,	1249441818001	7/14/2022	6/22/2022-OFFICE SUPPLIES,	58.40	
			249441058001	7/14/2022	6/22/2022-OFFICE SUPPILES,	46.78	105.18
7/26/2022	0001148	OLYMPIC SPRINGS INC	349227	7/14/2022	6/13/2022-WATER FOR JURY	48.69	48.69
7/26/2022	0001179	PACIFIC OFFICE EQUIPMENT	1104335	7/14/2022	6/2022-CONTRACT COST RAT	92.10	
			1104338	7/14/2022	6/2022, CONTRACT COST RA	35.08	
			1104333	7/14/2022	7/2022-CONTRACT BASE RAT	27.20	
			1104337	7/14/2022	7/2022, CONTRACT BASE RA	27.20	
			1104336	7/14/2022	7/2022-CONTRACT BASE RAT	17.41	
			1104334	7/14/2022	6/2022-CONTRACT COST RAT	6.39	205.38
7/26/2022	0046114	ROWLAND, KRISTIN	ROW1785217	7/14/2022	10-3-00341-6, DICKSON V. WI	585.00	
			ROW1785219	7/14/2022	22-4-00097-05, IN RE CLARK,	427.50	1,012.50
7/26/2022	0046998	SCHIESS, NATELIE	220703	7/14/2022	21-4-00141-05, GUARDIANSHI	1,100.00	
			220708	7/14/2022	22-4-00145-05, GUARDIANSHI	575.00	
			210701	7/14/2022	21-4-00321-05, GUARDIANSHI	550.00	
			220709	7/14/2022	22-4-00090-05, GUARDIANSHI	425.00	
			220702	7/14/2022	21-4-00321-05, GUARDIANSHI	400.00	
			220707	7/14/2022	22-4-00240-05, GUARDIANSHI	225.00	3,275.00
7/26/2022	0045752	WELLNESS INTEGRATED SVC	RAYCAT 2022	7/14/2022	21-1-00270-05, ST. V. RAYA, E	4,800.00	4,800.00
7/26/2022	0001764	WEST PAYMENT CENTER, TH	846699357	7/14/2022	JULY 2022 - LIBRARY LAW BC	265.04	265.04

Bank : apbank U S BANK

(Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	7/26/2022	0020849	U S BANK				
			41586952	7/14/2022	6/20/2022 - INTERCONTINEN1	302.23	
			GM9447590	7/14/2022	6/21/2022 - TRAVEL/SHUTTLE	69.00	371.23
Sub total for U S BANK:							29,433.67

apChkLst
07/20/2022 9:14:22AM

Final Check List
CLALLAM COUNTY

Treasurer

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0000331	CLALLAM COUNTY AUDITOR	22-145419	7/13/2022	DFL REMOVAL RECORDING 2	204.50	
			22-145438	7/13/2022	CURRENT USE REMOVAL RE	204.50	
			22-145448	7/13/2022	CURRENT USE REMOVAL RE	204.50	613.50
7/26/2022	0020849	U S BANK	116278957	7/13/2022	REIGSTRATION WSACT MEE	170.00	170.00
Sub total for U S BANK:							783.50

apChkLst
07/14/2022 8:54:45AM

Final Check List
CLALLAM COUNTY

Veterans (1)
Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/14/2022	0000268	WAVE BUSINESS	WAVE 7/14/22	7/14/2022	VET CENTER PHONE	78.02	78.02
7/14/2022	0001300	PUBLIC UTILITY DISTRICT	MR9221 7/14/22	7/14/2022	UTILITIES	165.47	165.47
7/14/2022	0020849	U S BANK	CD6639 7/14/22	7/14/2022	FOOD	250.00	
			BD4739 7/14/22	7/14/2022	FUEL	150.00	
			EM2115 7/14/22	7/14/2022	FOOD	150.00	
			FS0358 7/14/22	7/14/2022	FOOD	150.00	
			JJ2522 7/14/22	7/14/2022	FOOD	150.00	
			MC2576 7/14/22	7/14/2022	FUEL	150.00	
			MD8585 7/14/22	7/14/2022	FUEL	150.00	
			RA5095 7/14/22	7/14/2022	FUEL	150.00	
			SR6054 7/14/22	7/14/2022	FOOD	150.00	
			TM2565 7/14/22	7/14/2022	FOOD	150.00	
			WS7621 7/14/22	7/14/2022	FOOD	150.00	1,750.00
Sub total for U S BANK:							1,993.49

apChkLst
07/20/2022 1:53:34PM

Final Check List
CLALLAM COUNTY

Veterans (2) Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/20/2022	0019516	LINDE PRICE FUNERAL SERV	SN1792 7/19/22	7/19/2022	DEATH BENIFIT	800.00	800.00
7/20/2022	0020849	U S BANK	KJ9210 7/19/22	7/19/2022	FUEL	150.00	
			SG5278 7/19/22	7/19/2022	FOOD	150.00	
			SN1792 7/19/22	7/19/2022	FOOD	150.00	
			HG1393 7/19/22	7/19/2022	FOOD	100.00	
			HJ8531 7/19/22	7/19/2022	FUEL	100.00	
			HW1004 7/19/22	7/19/2022	FOOD	100.00	
			SD3429 7/19/22	7/19/2022	FOOD	75.00	
			SD3429 7/19/22	7/19/2022	FUEL	75.00	900.00
7/20/2022	0046683	ODP BUSINESS SOLUTIONS, I	ODP 7/19/22	7/19/2022	OFFICE SUPPLIES	30.45	30.45
Sub total for U S BANK:							1,730.45

apChkLst
07/20/2022 9:29:33AM

Final Check List
CLALLAM COUNTY

WSU Ext

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/26/2022	0020849	U S BANK	062022	7/12/2022	US BANK	2,322.99	2,322.99
7/26/2022	0045254	SLEDGEHAMMER MARKETIN(14		7/12/2022	SLEDGEHAMMER MARKETIN	1,290.00	1,290.00
Sub total for U S BANK:							3,612.99



BOARD of CLALLAM COUNTY COMMISSIONERS MINUTES for the week of July 18 – 22, 2022

16
7/26/22

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, July 18, 2022. Present were Commissioners Ozias, Johnson, and Peach and Administrator Sill.

Items of discussion per the agenda published July 14 were:

- Calendar/Correspondence
- National Suicide Prevention Lifeline NSPL updated contact number
- Agreement amendment 1 with Department of Social and Health Services for Division of Developmental Disabilities
- Agreement amendment 5 with Department of Health for Disease programs and COVID
- Agreement with Office of Crime Victims Advocacy for Victim Witness Assistance Grant Programs
- Jail Medical Program discussion
- Agreement with Jefferson County for North Pacific Coast Marine Resources Committee
- Agreement with Department of Ecology for the Dungeness Floodplains Restoration Project
- Olympic Peninsula Visitor Bureau update

Meeting concluded at 10:49 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, July 19, 2022. Also present were Commissioners Johnson and Peach and Administrator Sill.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA

- 1a Approval of vouchers for the week of July 11
- 1b Approval of payroll for the period ending June 30
- 1c Approval of minutes for the week of July 11

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

REPORTS AND PRESENTATIONS

- CBP commented on Dungeness Off-Channel Reservoir Project meeting, Quileute Days, Kevin Grant - Olympic Coast National Marine Sanctuary, Clallam Bay / Sekiu Sewer meeting
- CRJ requested a moment of silence for Ryan Malane. He commented on Lavender Festival, Department of Community Development candidates

CONTRACTS AND AGREEMENTS

- 2a Agreement amendment A with Washington State Department of Commerce for additional behavioral support in a licensed Youth Shelter/Ancillary Therapeutic Services Facility

ACTION TAKEN: CBPm to approve, CRJs, mc

- 2b Agreement with Washington State Administrative Office of the Courts for Becca Programs

ACTION TAKEN: CBPm to approve, CRJs, mc

- 2c Agreement with Washington State Military Department State E911 Coordination Office for County dispatch center PenCom costs – NextGeneration 911 technology

ACTION TAKEN: CBPm to approve, CRJs, mc

- 2d Agreement with Washington State Military Department State E911 Coordination Office for County dispatch center PenCom costs – 911 coordinator training and meeting attendance

ACTION TAKEN: CBPm to approve, CRJs, mc

BIDS AND AWARDS

3a Bid opening – Village Lane Sewer Main Project CSP#2

Contractor

C&J Excavating Inc.

Seton Construction

Amount

\$193,524.40

\$271,382.71

ACTION TAKEN: CRJm to forward the bids to Public Works for review and recommendation, CBPs, mc

ADMINISTRATION

4a Resolution appointing Meggan Uecker to the Solid Waste Advisory Committee

ACTION TAKEN: CBPm to adopt, CRJs, mc

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented Lake Aldwell parcel, Highway 101 Elwha Bridge Project,
- Joe Donisi, Clallam County Road Department, provided an update on Highway 101 Elwha Bridge Project
- Ed Telenick, Sequim, read an oath of office and Department of Community Development Director Winborn

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

HEARING(S)

H1 2022 Mid-Year Budget Status Review

- ARS read the agenda summary into the record
- Mark Lane, Finance Department, provided a staff report
- The Board and Lane discussed the 2022 Mid-year Budget Review

ACTION TAKEN: CRJm to open the public hearing, CBPs, mc

- The following commented:
 - Ed Bowen, Clallam Bay

ACTION TAKEN: CRJm to close the public hearing, CBPs, mc

ACTION TAKEN: No action taken

Meeting concluded at 11:42 a.m. and continued to 9 a.m., Monday, July 25, 2022.

There are no Zoom chat logs for the week of July 18.

The Board of Commissioners attended an ABC Interview, WSAC Virtual update, Board of Health Meeting, Coffee with Colleen, Clallam Transit Meeting, and Carlsborg Transfer Station – Public Hearing during the week of July 18.

PASSED AND ADOPTED this 26th day of July 2022.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

KEY TO ABBREVIATIONS:

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

m moved
mc motion carried
s seconded



AGENDA ITEM SUMMARY

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

20
7/20/22

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** July 18, 2022

REGULAR AGENDA ☒ **Meeting Date:** July 26, 2022

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-22-LTP, Amend No. 1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached amendment between the Department of Social and Health Services and Clallam County Health and Human Services extends the time period for the advance funding that DSHS-Division of Developmental Disabilities provides to Clallam County Health and Human Services for payment services to DD providers. There are not any funding changes. The extended agreement period is from July 1, 2022 to June 30, 2023.

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

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

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: July 13, 2022

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



Washington State
Department of Social
& Health Services

Transforming lives

**COUNTY PROGRAM or INTERLOCAL
LONG-TERM PAYABLE AGREEMENT
AMENDMENT**

11331-22-LTP AMEND #

DSHS CONTRACT NUMBER:
2163-23528

Amendment No. 01

This Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number
Click here to enter text.
Contractor Contract Number

CONTRACTOR NAME Clallam County		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 111 East 3rd Street Port Angeles, WA 98362-		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 054-004-559	DSHS INDEX NUMBER 1215
CONTRACTOR CONTACT Kevin LoPiccolo	CONTRACTOR TELEPHONE (360) 417-2523	CONTRACTOR FAX (360) 452-9605	CONTRACTOR E-MAIL ADDRESS klopiccolo@co.clallam.wa.us
DSHS ADMINISTRATION Facilities, Finance and Analytics Administration		DSHS DIVISION Financial Services	DSHS CONTRACT CODE 8030CS-63
DSHS CONTACT NAME AND TITLE Rebecca Doane Office Chief		DSHS CONTACT ADDRESS PO Box 45842 Olympia, WA 98504-5842	
DSHS CONTACT TELEPHONE (360)763-2977		DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS rebecca.doane@dshs.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBERS	
AMENDMENT START DATE 07/01/2022		CONTRACT END DATE 06/30/2023	
PRIOR MAXIMUM CONTRACT AMOUNT \$0.00	AMOUNT OF INCREASE OR DECREASE N/A		TOTAL MAXIMUM CONTRACT AMOUNT Based on Annual Review
REASON FOR AMENDMENT; CHANGE OR CORRECT PERIOD OF PERFORMANCE			
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Amendment by reference: ☐ Additional Exhibits (specify):			
This Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original County Program Agreement or Interlocal Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original County Program Agreement or Interlocal Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Amendment, and have authority to enter into this Amendment.			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE Amel A. Alsaman Procurement Program Contracts Manager DSHS Central Contracts and Legal Services	DATE SIGNED

This Agreement between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. DSHS extends the Agreement End Date twelve months from July 1, 2022, to June 30, 2023, as stated on Page One of this Amendment.

All other terms and conditions of this Agreement remain in full force and effect.



AGENDA ITEM SUMMARY

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

26
7/24/22

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** July 18, 2022

REGULAR AGENDA ☒ **Meeting Date:** July 26, 2022

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-22-CONCON, Amendment#5 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is Consolidated Contract Amendment #5 between Department of Health and Clallam County Health and Human Services, which adds supplemental funding to the HHS 2022 budget for the following programs:

- DOH Vector-Borne, in the amount of \$1,500.

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?) Approve and move to regular BOCC meeting for final signature.

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: July 13, 2022

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

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

**CLALLAM COUNTY HEALTH & HUMAN SERVICES
2022-2024 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: CLH31005

AMENDMENT NUMBER: 5

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and CLALLAM COUNTY HEALTH & HUMAN SERVICES, a Local Health Jurisdiction, hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:
<https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitepages/home.aspx?e1:9a94688da2d94d3ea80ac7fbc32e4d7c>
 - ☒ Adds Statements of Work for the following programs:
Zoonotic Disease Program-WNV Mosquito Surveillance - Effective June 1, 2022
 - ☒ Amends Statements of Work for the following programs:
COVID-19 Mass Vaccination-FEMA - Effective January 1, 2022
 - ☐ Deletes Statements of Work for the following programs:
2. Exhibit B-5 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-4 Allocations as follows:
 - ☒ Increase of \$3,000 for a revised maximum consideration of \$3,504,049.
 - ☐ Decrease of _____ for a revised maximum consideration of _____.
 - ☐ No change in the maximum consideration of _____.
Exhibit B Allocations are attached only for informational purposes.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

CLALLAM COUNTY HEALTH & HUMAN SERVICES	STATE OF WASHINGTON DEPARTMENT OF HEALTH
Signature:	Signature:
Date:	Date:

APPROVED AS TO FORM ONLY
Assistant Attorney General

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: COVID-19 Mass Vaccination-FEMA - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 3

Funding Source ☒ Federal Contractor ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Period of Performance: January 1, 2022 through September 30, 2022

Statement of Work Purpose: The purpose of this statement of work is to establish the task activities, funding period, and billing details for cost reimbursement of FEMA-funded mass vaccination clinics in Washington state.

Revision Purpose: The purpose of this revision is to extend the period of performance and funding end date from 7/1/2022 to 9/30/2022.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change None	Total Allocation
*MASS VACCINATION FEMA 100%	934V0200	97.036	333.97.03	01/01/22	09/30/22	0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	0	0

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.	*NOTE: Task activities for Mass Vaccination Clinics in this statement of work are NOT CONSIDERED SUBRECIPIENT but are as a CONTRACTOR of DOH. DOH reimbursement provided for local mass vaccination clinic (see definition below) planning, implementation and operations in coordination between Unified Command and the Regional Incident Management Team (IMT) to administer the vaccine efficiently, quickly, equitably, and safely in all regions of Washington State. State Supported, Regionally Coordinated, Locally Implemented. The Local Health Jurisdiction submitted a Mass Vaccination plan to the Department of Health for approval.			*Reimbursement of eligible costs. MASS VACCINATION FEMA 100% Funding (MI 934V0200) (See Program Specific Requirements below)

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Definition: Mass vaccination clinics defined as those outside of the usual healthcare delivery method such as pop-up clinics, mobile clinics, non- clinical facility (fairgrounds, arenas, etc.). Guidance on vaccination protocols must be followed as provided by DOH and CDC. The Department of Health modeled the State of Washington State Patrol Fire Mobilization framework to quickly implement and carry out the Mass Vaccination effort as outlined by FEMA. This process specifically implements contracting with local jurisdictions once capacity is exceeded to effectively carry out the emergency mission as efficiently, equitably, and quickly as possible on a Statewide basis.			
1A	The Department of Health contracted with regional incident management teams and/or regional incident management organizations and works in close coordination and cooperation with Local health jurisdiction (LHJ) to support the COVID-19 Mass Vaccination efforts. The LHJ meets with the contract manager at the department a minimum of once a month and has ongoing conversations around planning and scheduling of mass vaccination efforts as needed. DOH will coordinate with the LHJ and regional IMT/IMO around planning and implementation of mass vaccination clinics/sites provided within the county(s) with a regional incident management team/organization as approved by DOH. Request for regional IMT should be submitted through the normal process through WebEOC. DOH will coordinate with the LHJ and regional IMT/IMO regarding carrying out the filed mass vaccination plan within the county. Regional IMT will be under the delegation authority of DOH and they are to provide support and coordination for all efforts around vaccine planning, resource support and general guidance and information sharing in order to regionally coordinate efforts. Local jurisdictions will maintain all decisional authority around vaccination planning and execution within their jurisdiction/district.	Submit to DOH a mass vaccination plan including: • type of site, • site locations, • throughput, • considerations made to ensure equity to historically marginalized populations, • and to the extent possible a regional map of sites/locations.	Within 30 days of contract amendment execution.	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Provide any information as requested by the regional IMT.			
1B	Funding for eligible Mass Vaccination activities are reimbursed on actual costs as outlined in the DOH guidance to provide the services and to carry out the mission. Funding will be dependent on full participation in the LHJ and IMT processes and all documentation will be required to be provided to fully close out funding requests by the end of the mission period of performance. Allowable costs include expenses such as facility rentals, staff to conduct planning, management, support and operation of the site, medical personnel for vaccinations, site security personnel, wrap around services for staff (meals, travel, lodging), equipment (which must be pre-approved by IMT/DOH if it exceeds \$5,000 each), supplies for vaccinations and site operation. LHJs should provide narratives to help assist IMT and DOH finance know what expenditures were necessary to carry out the mission.	Submit estimated budget for the mass vaccination plan. Monthly Cost Summary Spreadsheet to the IMT/IMO by the fifth of the following month.	Within 30 days of contract amendment execution. Monthly	
1C	Vaccination data – will be maintained according to current state and federal requirements. Vaccine Registration Systems – If a local jurisdiction or region does not have a registration system(s) the include internet based, phone option and other methods to ensure equitable registration, the state PrepMod system and tools will be available for use.	Submission of vaccine use into WA IIS database within 24hrs of use. Jurisdiction/Regions will ensure a fair and equitable process for registration of eligible Washingtonians across all available modalities.	Daily	
1D	Regularly report on vaccinations sites and operational activities (number of vaccinations, personnel to operate the site, challenges, successes to share for learning across the public health system).	Provide monthly situation report to IMT/IMO on status of implementation of mass vaccination plan, or more frequently if that is the LHJ procedure. Sites operating for the time period, vaccines administered by site for the time period, estimated costs for the time period, any challenges/successes of note, including assistance requested.	Monthly	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](https://www.USASpending.gov) by DOH as required by P.L. 109-282.

Program Specific Requirements

Program Manual, Handbook, Policy References

Emergency Response Plan (or equivalent)

Medical Countermeasure/Mass Vaccination Plan

Billing Requirements:

Monthly invoices must be submitted timely to the regional IMT/Organization for review/approval prior to submission to DOH for reimbursement.

Contract Master Index (MI) Code: 934V0200 General Mass Vaccination

BARS Revenue Code: 333.97.03 Mass Vaccination Reimbursement

Special Instructions:

The LHJ is considered a CONTRACTOR of DOH not a subrecipient for this portion of the statement of work. An allocation of funds is not provided as these FEMA funds are only available as reimbursement of costs associated with implementation of the mass vaccination plan.

Detailed documentation must be maintained as directed by the regional IMT/Organization and DOH to substantiate costs associated with these activities for submission to FEMA upon request by DOH.

Eligible costs from the timeframe of January 1, 2022 through ~~July 1, 2022~~ September 30, 2022 include facility rentals, medical and support staff for planning, management, support, and operations; as well as wrap-around services for staff (i.e., meals, travel, lodging). Regular and overtime pay associated with this project is allowable for all staff working under this project and must be billed as a direct charge; timesheets are required documentation and must be available upon request by DOH. Indirect rates are not applicable to these funds. Eligible equipment includes facility infection control measures, personal protective equipment (PPE), storage equipment, coolers, freezers, temperature monitoring devices, portable vaccine units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of the vaccine), containers for medical waste, as well as proper storage as needed for canisters of liquid nitrogen or dry ice. Eligible equipment purchase costs should not exceed \$5,000 per piece. Equipment over \$5,000 a piece must be preapproved by the IMT and should be leased rather than purchased. Any diversion from the list of pre-approved expenses will require a narrative on the purchase rationale and will be subject to IMT approval prior to reimbursement. Timesheets are required documentation for all activities related to this project. Staff time-in / time-out must be recorded, as well as a brief description of their activities. A general description of activities is acceptable for those working at the vaccine site; more detailed/specific description is required for those not working at the vaccine site.

**EXHIBIT B-5
ALLOCATIONS**
Contract Term: 2022-2024

Contract Number:
Date:

CLH31005
June 1, 2022

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHIJ Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY23 USDA WIC Client Svs Contracts	NGA Not Received	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$60,325	\$60,325	\$244,100
FFY22 USDA WIC Client Svs Contracts	202222W100347	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	\$183,775	\$183,775	
FFY22 USDA FMNP Prog Mgmt	NGA Not Received	Amd 4	10.572	333.10.57	05/01/22	09/30/22	10/01/21	09/30/22	\$572	\$572	\$572
PS SSI 1-5 OSS Task 4	01J18001	Amd 2	66.123	333.66.12	01/01/22	05/31/22	07/01/17	06/30/23	\$36,970	\$36,970	\$36,970
PS SSI 1-5 PIC Task 4	01J18001	Amd 2	66.123	333.66.12	01/01/22	09/30/22	07/01/17	06/30/23	\$311,808	\$311,808	\$311,808
FFY22 Swimming Beach Act Grant IAR (ECY)	NGA Not Received	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	\$6,500	\$6,500	\$6,500
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 4	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$32,090	\$55,682	\$55,682
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$23,592		
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 4	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$34,252	\$143,942	\$143,942
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 2	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$109,690		
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$222,730	\$222,730	\$222,730
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$359,803	\$359,803	\$359,803
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	\$9,372	\$9,372	\$9,372
FFY19 ELC COVID Ed LHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	\$68,654	\$68,654	\$68,654
FFY20 ELC EDE Care Coordination	NGA Not Received	Amd 2	93.323	333.93.32	01/16/22	06/30/22	01/15/21	07/31/23	\$81,407	\$81,407	\$81,407
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 4	93.323	333.93.32	01/01/22	12/31/22	01/15/21	07/31/24	(\$54,305)	\$436,445	\$436,445
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	12/31/22	01/15/21	07/31/24	\$490,750		
FFY22 Vector-borne T2&3 Epi ELC FPH	NGA Not Received	Amd 5	93.323	333.93.32	08/01/22	09/30/22	08/01/22	07/31/23	\$1,500	\$1,500	\$3,000
FFY21 Vector-borne T2&3 Epi ELC FPH	NGA Not Received	Amd 5	93.323	333.93.32	06/01/22	07/31/22	08/01/21	07/31/22	\$1,500	\$1,500	
FFY22 MCHBG LHJ Contracts	B0445251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$6,077	\$56,264	\$56,264
FFY22 MCHBG LHJ Contracts	B0445251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$50,187		
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$7,500	\$7,500	\$7,500
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$15,000	\$15,000	\$37,500
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	\$22,500	\$22,500	

**EXHIBIT B-5
ALLOCATIONS**
Contract Term: 2022-2024

Contract Number:
Date:

CLH31005
June 1, 2022

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work		DOH Use Only Chart of Accounts		Amount	Funding Period SubTotal	Chart of Accounts Total
					LHJ Funding Period	Start Date End Date	Funding Period	Start Date End Date			
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$30,000	\$30,000	\$30,000
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$690,000	\$690,000	\$1,380,000
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	\$690,000	\$690,000	
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$5,400	\$5,400	\$5,400
Sanitary Survey Fees (FO-SW) SS-State		Amd 1	N/A	346.26.65	01/01/22	12/31/22	07/01/21	06/30/23	\$5,400	\$5,400	\$5,400
YR24 SRF - Local Asst (15%) (FO-SW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	\$1,000	\$1,000	\$1,000
TOTAL									\$3,504,049	\$3,504,049	
Total consideration:	\$3,501,049										
	\$3,000										
GRAND TOTAL	\$3,504,049										
										GRAND TOTAL	\$3,504,049
										Total Fed	\$2,037,249
										Total State	\$1,466,800

*Catalog of Federal Domestic Assistance

**Federal revenue codes begin with "333". State revenue codes begin with "334".

**Exhibit A
Statement of Work
Contract Term: 2022-2024**

DOH Program Name or Title: Zoonotic Disease Program - WNV Mosquito Surveillance - Effective June 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Period of Performance: June 1, 2022 through September 30, 2022

Statement of Work Purpose: The purpose of this statement of work is for Clallam County Health & Human Services to conduct weekly mosquito surveillance for West Nile virus (WNV) in Clallam County during mosquito season, June through September. The detection of the virus in mosquito populations serves as an early warning of disease risk in the localized area. It alerts the local health department to strengthen educational outreach and mosquito control to minimize the health impact of mosquito-borne disease on communities. In addition, data generated by surveillance advances our understanding of the emergence and spread of vector mosquitoes and pathogens in western Washington.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY21 Vector-borne T2&3 Epi ELC FPH	1882121B	93.323	333.93.32	06/01/22	07/31/22	0	1,500	1,500
FFY22 Vector-borne T2&3 Epi ELC FPH	1882122B	93.323	333.93.32	08/01/22	09/30/22	0	1,500	1,500
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	3,000	3,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Conduct weekly mosquito trapping at two (2) site locations in Clallam County. • Purchase of dry ice, as needed • Set and collect traps Record field data on DOH-provided reporting forms, including zero catch information.	Submit two (2) weekly collections of mosquitoes along with complete corresponding data on reporting forms for trapping events to DOH. Should no mosquitoes be collected during a trapping event, the data reporting form documenting the effort is to be emailed to the DOH Program contact.	Weekly by Thursday during mosquito season, June through September	Reimbursement up to \$3,000 (including staff time, transportation, and costs related to mosquito surveillance activities)

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

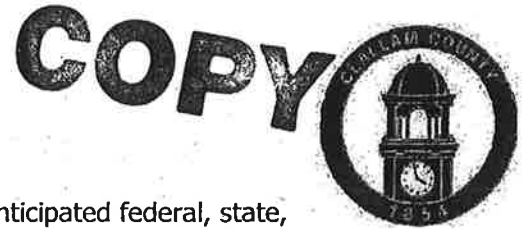
Federal Funding Accountability and Transparency Act (FFATA)

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To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](https://www.usaspending.gov) by DOH as required by P.L. 109-282.

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted:

Budget Hearing/Meeting Date:

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

Budget Number xxxxx.xxx.	00100.511	Budget Name	HHS Environmental Health
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511	HHS – Env Health	33393.32.3030	DOH Vector-borne T2&3	1,500
Total				1,500

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	General Fund Reserves	1,500
Total				1,500

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Department of Health Consolidated Contract Amendment #5 is adding revenue to conduct mosquito trapping for testing of West Nile Virus.

County Official Approval: _____

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



AGENDA ITEM SUMMARY

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

2C
7/24/22

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date: 07/18/2022**

REGULAR AGENDA ☒ **Meeting Date: 07/26/2022**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 117.22.001 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Signature requested on the grant agreement with the Office of Crime Victim Advocacy for funding provided through the Victim/Witness Assistance Grant Program. This grant will fund nearly 70% of the salary and benefits of one of our Victim Witness Coordinator and is an invaluable resource for our office. There are no match requirements and funds must be used to maintain and enhance the service our office provides to victims and witnesses of crimes.

****PLEASE NOTE FINAL SIGNATURE WILL BE FILED ELECTRONICALLY****

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?** ☐

Revenues and expenditures have already been factored into the 2022 budget, so no changes are expected.

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

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

County Official signature & print name: Mark Nichols 

Name of Employee/Stakeholder attending meeting: Christi Wojnowski or Mark Nichols

Relevant Departments: Prosecuting Attorney's Office

Date submitted: July 13, 2022

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

Agenda Item Summary - VW Grant
Revised: 3-04-2019



Grant Agreement with

Clallam County Prosecuting Attorney's Office

through

Office of Crime Victims Advocacy

Community Services and Housing Division

For

SFY 2023 Victim/Witness Assistance Grant

Start date: 07/01/2022

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Attachment A – Scope of Work

Attachment B – Budget

Attachment C – Certification of Compliance with Federal Regulations

Attachment D – U.S. Department of Justice Certified Standard Assurances

Attachment E – Subgrant Award Report (SAR)

Attachment F – EEOP Certification Form

FACE SHEET

Grant Number: S23-31101-005

**Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
SFY 2023 Victim/Witness Assistance Grant**

1. Grantee CLALLAM, COUNTY OF 223 E 4TH ST, STE 3 PORT ANGELES, WA 98362		2. Grantee Doing Business As (optional) Clallam County Prosecuting Attorney's Office	
3. Grantee Representative Jillian Munger Victim Witness Coordinator Phone: (360) 417-2587 Email: jillian.munger@clallamcountywa.gov		4. COMMERCE Representative Cheryl Rasch Program Coordinator Phone: (360) 725-2870 cheryl.rasch@commerce.wa.gov PO Box 42525 98504-2525 1011 Plum Street SE Olympia WA 98501	
5. Grant Amount \$62,230.00	6. Funding Source Federal: State: ☒ Other: N/A:	7. Start Date 07/01/2022	8. End Date 06/30/2023
9. Federal Funds (as applicable) N/A	Federal Agency: N/A	CFDA Number N/A	Indirect Cost Rate N/A
10. SWV# SWV0000200-12	11. UBI # 601639015	12. UEI # JV6JJNELRBS5	
13. Grant Purpose To provide funding that strengthens Victim/Witness Assistance program activities.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment A – Scope of Work; Attachment B – Budget; Attachment C – Certification of Compliance with Federal Regulations; Attachment D – U.S. Department of Justice Certified Standard Assurances; Attachment E – Subgrant Award Report (SAR); Attachment E – EEOP Certification Form and Grantee's Application for funding.			
FOR GRANTEE		FOR COMMERCE	
Signature _____		Diane Klontz, Assistant Director _____	
Name _____		Date _____	
Title _____		APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	
Date _____			

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. AUTHORITY

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

2. AUDIT

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

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

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

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

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) and COMMERCE may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

3. BILLING PROCEDURES AND PAYMENT

Invoices shall be submitted at least quarterly, but not more often than monthly, on the Invoice Voucher (A-19) Form provided by OCVA program staff. The Invoice Voucher shall be submitted to Cheryl Rasch, Program Coordinator, Office of Crime Victims Advocacy. Invoices can be submitted electronically by email to cheryl.rasch@commerce.wa.gov, or via Secure Access Washington and the Commerce Contract Management System (CMS).

COMMERCE will pay Grantee upon acceptance of program activities provided and receipt of properly completed invoices.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

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

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

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide, which can be found at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

Duplication of Billed Costs

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

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report or completion of the project, etc.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **\$62,230.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A - Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with Attachment B – Budget.

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

Payment will be on a reimbursement basis only.

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current travel rates may be accessed at:

<https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

In performance of the services, requirements, and activities set forth herein, the Grantee shall comply with all applicable federal requirements of the Victims of Crime Act Rule

<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>.

5. COMPLYING WITH THE SAFE STREETS ACT

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

6. CONFERENCES, MEETINGS, AND TRAININGS

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the Office of Justice Programs (OJP) website at [DOJ Grants Financial Guide 2022 | III. Postaward Requirements | Office of Justice Programs \(ojp.gov\)](#).

Any training or training materials that the Grantee, or any Subgrantee at any tier, develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

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7. DEBARMENT

- A.** Grantee, defined as the primary participant and its principals, certifies by signing these Terms and Conditions that to the best of its knowledge and belief they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C.** The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E.** The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

8. EXAMINATION OF RECORDS

The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

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9. FRAUD AND OTHER LOSS REPORTING

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

10. GRANT MANAGEMENT

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

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

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

11. GRANT MODIFICATION

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

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

12. INSURANCE

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

13. NON-COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

14. NON-SUPPLANTING

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

15. POTENTIAL FRAUD, WASTE, ABUSE AND SIMILAR MISCONDUCT

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

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

16. POTENTIAL IMPOSITION OF ADDITIONAL REQUIREMENTS

As applicable. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

DOJ monitors and evaluates risk for COMMERCE, and COMMERCE monitors and evaluates risk for Grantees. Grantee agrees to comply with any additional requirements that may be imposed if COMMERCE has designated the Grantee as "high risk" via risk assessment and monitoring procedures.

17. REPORTING

Grantees must collect and maintain data that measure the performance and effectiveness of work done under this grant.

If providing direct services or outreach, the Grantee shall submit data quarterly in the InfoNet data collection system, relative to the provision of SFY 2023 Victim/Witness Assistance Grant services. Report data will be due in InfoNet no later than the fifteenth day following the end of each quarter.

The Grantee shall submit non-personally identifying demographic, service and compliance data required by state funding sources in the InfoNet data collection system. The Grantee shall maintain documentation and records that support the data reported in InfoNet.

The Grantee shall establish and maintain written procedures for the security of InfoNet use at its site. Procedures shall include:

- Only authorized staff are provided access to the InfoNet data and files;
- Staff are informed of the need for security and confidentiality of data and files maintained in or available through the InfoNet system; and
- That the Grantee shall notify the Department Program Coordinator for this grant when an employee is no longer authorized to access the InfoNet system.

Quarterly Performance Reports

As applicable. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

Grantees submit this information to COMMERCE via InfoNet, COMMERCE reports to OVC.

Grantees may be required to submit narrative reports in addition to the InfoNet data. See funding application for details.

18. REQUIREMENT OF REMEDIES FOR NON-COMPLIANCE AND MATERIALLY FALSE STATEMENTS

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award.

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The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

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

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

20. SUBCONTRACTOR DATA COLLECTION

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

21. SUBAWARDS ("SUBGRANTS") SPECIFIC FEDERAL AUTHORIZATION

As applicable. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

22. SUBGRANT AWARD REPORT (SAR)

The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.

Grantees submit this information to COMMERCE, who then submits this information to OVC.

23. SPECIFIC APPROVAL REQUIRED IN PROCUREMENT EXCEEDING \$250,000

As applicable. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-

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award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

24. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of Compliance with Federal Regulations
- Attachment D – U.S. Department of Justice Certified Standard Assurances
- SFY 2023 Victim/Witness Assistance Grant Application for Funding as submitted and approved by COMMERCE

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1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

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6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program

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administering this Grant, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

11. COPYRIGHT

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

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

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

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

12. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

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The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

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

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Grant. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

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18. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

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

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

22. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

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23. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

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

24. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

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

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

26. RECORDS MAINTENANCE

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

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

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

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

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

**GENERAL TERMS AND CONDITIONS
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30. SEVERABILITY

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

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

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

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

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

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

33. SURVIVAL

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

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

35. TERMINATION FOR CAUSE

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

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

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

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

36. TERMINATION FOR CONVENIENCE

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

37. TERMINATION PROCEDURES

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

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

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

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

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item

**GENERAL TERMS AND CONDITIONS
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of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

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

39. WAIVER

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

SCOPE OF WORK**SFY 2023 Victim/Witness Assistance Grant****July 1, 2022 through June 30, 2023**

Clallam County Prosecuting Attorney's Office shall provide staff and furnish goods and services necessary to accomplish the activities under the SFY 2023 Victim/Witness Assistance Grant during the grant period.

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

Funding from this Grant must be used to support the services outlined and approved in the SFY 2023 Victim/Witness Assistance Grant funding application. Activities shall include, but not limited to:

- system-based advocacy for the victim;
- information and support for crime victims;
- assistance with obtaining protection orders or other court documents;
- assistance with restitution;
- assistance in accessing Crime Victims Compensation benefits;
- notification of hearings and other relevant events;
- referrals to other agencies which can provide information for a victim;
- ensuring that goods and services, supplies or direct costs supported by this grant program are related to issues involving support and services directly for crime victims.

DATA REQUIREMENTS

If providing direct services or outreach the Grantee shall submit data quarterly in the InfoNet data collection system, relative to the provision of SFY 2023 Victim/Witness Assistance Grant services. Report data will be due in InfoNet no later than **October 15, 2022; January 15, 2023, April 15, 2023,** and **with final invoice.**

DELIVERABLES

1. Reports – As described in Section 17 of Special Terms and Conditions
2. Audit – If required, audit must be received no later than nine (9) months after the end of the Grantee's fiscal year
3. Vouchers – Must be submitted at least quarterly

PERFORMANCE MEASURES

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

1. 90% of required vouchers will be submitted on time
2. 100% of required reports will be completed on time

BUDGET**July 1, 2022 through June 30, 2023**

<u>Budget Item</u>	<u>Amount</u>
Salaries	\$ 43,680.00
Benefits	\$ 18,550.00
Total	\$ 62,230.00

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

Food and Beverage Costs: The Grantee agrees Grant funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of training volunteers. Additional information may be found [DOJ Grants Financial Guide 2022 | III. Postaward Requirements | Office of Justice Programs \(ojp.gov\)](#)

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

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel may be accessed at <https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf> .

Any purchase over \$5,000 must be pre-approved by COMMERCE.

CERTIFICATION OF COMPLIANCE WITH FEDERAL REGULATIONS

All OJP award recipients, and any subrecipient ("subgrantee") at any tier, must comply with the requirements below. In addition, the general terms and conditions applicable to all OJP grants and cooperative agreements are available at: "General Conditions" for OJP Awards in FY 2022 | Office of Justice Programs. These do not supersede any specific conditions in this award document.

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

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OJP website, including any updated version that may be posted during the period of performance. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

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

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

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

3. Employment Eligibility Verification for Hiring Under the Award

The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipients obligations under this condition are posted on the OVW website at <https://www.ojp.gov/funding/explore/legaloverview2022/mandatorytermsconditions#employment-eligibility-verification-for-hiring-under-the-award> (Award Condition: Employment eligibility verification for hiring under award), and are incorporated by reference here.

4. Determinations of Suitability to Interact with Participating Minors

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individuals' employment status. Details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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

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

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities,

as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.ojp.gov/funding/explore/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2021> (*General appropriations-law restrictions on use of federal funds*), and are incorporated by reference here.

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

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

8. Restrictions on "Lobbying" and Policy Development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

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

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

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

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

10. Notification of Findings of Discrimination or Non-Compliance

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

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

11. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

12. FFATA reporting: Subawards and executive compensation

As applicable. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

COMMERCE submits FFATA information on behalf of all Grantees.

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

Clallam County Prosecuting Attorney's Office
Agency Name

Mark Nichols

Name of Authorized Official

Mark Nichols

Signature of Authorized Official

Prosecuting Attorney

Title of Authorized Official

7/13/22

Date

**U.S. DEPARTMENT OF JUSTICE
CERTIFIED STANDARD ASSURANCES**

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

1. I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
2. I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
3. I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--
 - A. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - B. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - C. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
4. The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--
 - A. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
 - B. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20101); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b));
 - C. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
 - D. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
5. The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).
6. I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation

Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

7. I assure that the Applicant will give the Department and the Government Accountability Office, through any Authorized Representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.
8. I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—
 - A. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - B. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
9. If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).
10. If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

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

Clallam County Prosecuting Attorney's Office
Agency Name

Mark Nichols
Name of Authorized Official

Mark Nichols
Signature of Authorized Official

Prosecuting Attorney
Title of Authorized Official

7/13/22
Date

Subgrant Award Report (SAR)

Complete the information below, this will be used by OCVA to complete the federal Subgrant Award Report (SAR) which collects basic information on subgrant recipients and program activities that will be implemented with VOCA plus match funds.

How to video is here: <https://vimeo.com/365156967>

1. Organization Name: **Clallam County Prosecuting Attorney's Office**
2. VOCA Crime Victim Assistance Funds Awarded in this grant: **\$ 0.00**
3. Sub-Grant Number (number assigned to your contract): **S23-31101-005**
4. Budget and Staffing

Indicate below the requested information based on the subrecipient's current fiscal year. Report the total budget available to the victim services program, by source of funding. Do not report the entire agency budget, unless the entire budget is devoted to victim services programs. For example, if VOCA funds are awarded to support a victim advocate unit in a prosecutor's office, only report the budget for the victim advocate unit.

Information Requested	Response	Explanation (as required)
A. Total budget for all victimization programs and services	\$ 191,068.00	<i>The amount reported is for the current fiscal year. Include the subaward amount for this contract/grant.</i>
B. Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year	State funds: \$62,230.00 Local funds: \$112,421.00 Other federal funds: \$16,417.00 Other non-federal: \$	<i>Identify by source the amount of funds allocated to the victimization programs/services budget of the subgrantee agency.</i> DO NOT COUNT FUNDS IN MORE THAN ONE CATEGORY <i>OTHER FEDERAL includes all federal funding except the subaward amount reported in Question 2.</i>
C. Total number of paid staff for all subgrantee victimization program and/or services	Total Paid Staff: <i>Enter Whole Number</i> 2	Count each staff member once. Both full and part time staff should be counted as one staff member. DO NOT prorate based on FTE.
D. Number of staff hours funded through this VOCA award (plus match) for subgrantee's victimization programs and/or services	Number of Hours: 1560	<i>Total COUNT of hours to work by all staff supporting the work of this VOCA subaward plus match.</i>
E. Number of volunteer staff supporting the work of this VOCA award (plus match) for subgrantee's victimization programs and/or services	Volunteer Staff: <i>Enter Whole Number</i> 0	<i>COUNT each volunteer staff once. DO NOT prorate based on FTE.</i>
F. Number of volunteer hours supporting the work of this VOCA award (plus match) for subgrantee's victimization programs	Number of Hours: 0	<i>Total count of hours to work by all volunteers supporting the work of this VOCA subaward plus match.</i>

CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: CLALLAM, COUNTY OF

Address: 223 E 4TH ST STE 3 PORT ANGELES, WA 98362

Is agency a ☐ Direct or ☒ Sub recipient of OJP, OWW or COPS funding?

Law Enforcement Agency? ☐ Yes ☒ No

DUNS Number: 075739235

Vendor Number (only if direct recipient): N/A

Name and Title of Contact Person: Jillian Munger, Victim Witness Coordinator

Telephone Number: (360) 417-2587

E-Mail Address: jillian.munger@clallamcountywa.gov

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

☐ Less than fifty employees.

☐ Indian tribe.

☐ Medical Institution.

☐ Nonprofit Organization.

☐ Educational Institution.

☐ Receiving an award less than \$25,000

I, _____ [responsible official], certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient] will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title

Signature

Date

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

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

[responsible official],

certify that _____ [recipient]

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

[organization],

[address].

Print or Type Name and Title

Signature

Date

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

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

[responsible official],

certify that _____ [recipient],

which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date



AGENDA ITEM SUMMARY

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

2d
7/26/22

Department: DCD

WORK SESSION ☒ Meeting Date: 7/18/2022

REGULAR AGENDA ☒ Meeting Date: 7/26/22

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #WQ-22-026 334.22.008 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Jefferson County contracts with Clallam County to participate with Jefferson County in meetings and educational outreach activities to support the North Pacific Coast Marine Resources Committee, as outlined in the attached scope of work (Exhibit A), consistent with the grant between Jefferson County and the Department of Fish and Wildlife #21-18965 and Jefferson County will compensate Clallam County up to the sum of \$15,000.00 in the fiscal years 2021-2023 for the activities and products detailed in Exhibit A.

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?** ☐ NA
No budgetary impact

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
The DCD requests signature by Mark Ozias on the RCO Grant Agreement.
Please sign. This contract was reviewed and approved by Dee Boughton.

County Official signature & print name: *Lori Kennedy for Mary Ellen Winborn*
Lori Kennedy for Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments: DCD

Date submitted: 7/12/22

* 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)



334.22.008



**Interlocal Agreement
Regarding Clallam County and Jefferson County
North Pacific Coast MRC Implementation**

WHEREAS, Chapter 36.125 RCW provided authority for the Washington Department of Fish and Wildlife (WDFW) to create a new program to provide support for the development, administration, and coordination of coastal Marine Resources Committees (MRCs) and MRC-sponsored projects that benefit coastal and marine resources; and

WHEREAS, Clallam County and Jefferson County approved a joint resolution on September 15, 2009 to form the North Pacific Coast Marine Resources Committee (NPC MRC) under Chapter 36.125 RCW; and

WHEREAS, the Washington Department of Fish and Wildlife (WDFW) has contracted with Jefferson County (WDFW #21-18965) to implement the North Pacific Coast Marine Resources Committee; and

WHEREAS, the Interlocal Cooperation Act (Chapter 39.34 RCW) provides authority for governmental entities to exercise their respective powers jointly through intergovernmental agreements;

NOW, THEREFORE, it is mutually agreed that:

Jefferson County contracts with Clallam County to participate with Jefferson County in meetings and educational outreach activities to support the North Pacific Coast Marine Resources Committee, as outlined in the attached scope of work (Exhibit A), consistent with the grant contract between Jefferson County and the Department of Fish and Wildlife #21-18965 and Jefferson County will compensate Clallam County up to the sum of \$15,000.00 in fiscal years 2021-2023 for the activities and products detailed in Exhibit A.

Each of the Counties will name an administrator for this Agreement who will also represent that County on the Committee. Their names and job titles are listed here:

Rebecca Mahan, Clallam County Habitat Biologist/MRC Coordinator
Tami Pokorny, Jefferson County Natural Resources Program Coordinator

Any personal property purchased or leased by a County and used in furtherance of this Agreement shall remain the property of the purchasing or leasing County or with the State of Washington consistent with WDFW #21-18965.

Jefferson County will be responsible for maintaining the NPC MRC roster with the exception of the Clallam County administrator named above and the three local residents from Clallam County which will be appointed by Clallam County. Jefferson County and Clallam County will

coordinate to ensure that the voting membership, to include a total of six local residents, three from each county, represent all four of the following categories:

- Conservation/Environmental Groups
- Recreational Groups
- Economic Groups
- Scientific Community

This agreement will terminate no later than June 30, 2023. Both parties may terminate this agreement upon 30 days' notice to the director of Clallam County Community Development or the director of Jefferson County Public Health for any reason.

To the extent of its comparative liability, each County agrees to indemnify, defend and hold the other County, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A County shall not be required to indemnify, defend, or hold the other County harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other County.

In the event of any concurrent act or omission of the Counties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each County's comparative liability.

The Counties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Counties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

If mutual indemnification language is used and includes a "waiver" of immunity under the Washington State Industrial Insurance Act, RCW Title 51 or other workmen's compensation, disability or benefit acts, the following language should be used to maintain basic workmen's compensation protection for the County:

The indemnification obligations of the Counties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each County hereby expressly waives any immunity afforded by such acts to the extent required by a County's obligations to

indemnify, defend and hold harmless the other County. A County's waiver of immunity does not extend to claims made by its employees directly against the County as employer. The foregoing indemnification obligations of the Counties are a material inducement to enter into this Agreement and have been mutually negotiated.

This agreement may be amended by the mutual written agreement of both parties. The basis for amending or terminating this agreement may be an increase or decrease in project funding, addition of required tasks not addressed in this agreement, or other items affecting the planning process required under Chapter 36.125 RCW.

The effective date of this agreement shall be July 1, 2021. This document may be executed in counterparts, each of which will have the same force and effect of the original.

SIGNED this 21st day of June, 2022.

JEFFERSON COUNTY	CLALLAM COUNTY
DATE: <u>6/21/22</u>	DATE: _____
BY: <u>[Signature]</u>	BY: _____
Heidi Eisenhour Chair, Board of County Commissioners	POSITION: _____
BY: <u>Approved Telephonically</u>	BY: _____
Kate Dean Commissioner	POSITION: _____
BY: <u>[Signature]</u>	BY: _____
Greg Brotherton Commissioner	POSITION: _____
APPROVED AS TO FORM ONLY:	APPROVED AS TO FORM ONLY:
BY: <u>P. C. Hunsucker</u> June 8, 2022	BY: <u>Bert D. Boughton</u>
Philip C. Hunsucker Chief Civil Deputy Prosecuting Attorney	

**Exhibit A Scope of Work
North Pacific Coast Marine Resources Committee (MRC)**

The following are tasks in contract WDFW Contract #21-18965 that require joint actions of both Jefferson and Clallam counties, and for which Clallam County will be compensated in the total amount of \$15,000.00 during 2021-2023.

Jefferson County Estimated Allocation	
<u>(WDFW Contract #21-18965)</u>	
	<u>Amount</u>
Payroll and Travel	\$ 15,000.00
Supplies	\$ 00.00
TOTAL:	\$ 15,000.00

Task 1: Two-County Partnership

Deliverable 1(a): Participate in the development of an inter-local agreement (ILA) to formalize the two-county partnership for the NPC MRC.

Deliverable 1(b): When scheduling allows, attend monthly MRC meetings in Forks, or by video or phone conference, the annual Coastal MRC Summit, and any other coastal MRC related meetings or events that may be scheduled.

Deliverable 1(c): Participate in the development and implementation of annual MRC outreach events.



AGENDA ITEM SUMMARY

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

2e
7/26/22

Department: DCD

WORK SESSION ☒ Meeting Date: 7/18/2022

REGULAR AGENDA ☒ Meeting Date: 7/26/2022

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334-22-009 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The purpose of this agreement is to provide Washington Conservation Corps (WCC) members to complete the environmental service project of planting for the Dungeness Floodplains Restoration 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?** ☐ **No budgetary impact.**

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

County Official signature & print name: Lori Kennedy for Mary Ellen Winborn
Lori Kennedy for Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments: DCD

Date submitted: 7/13/2022

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



334-22-009

AGREEMENT NO. WCC-2230

AGREEMENT BETWEEN

The State of Washington, Department of ECOLOGY
AND

Clallam County (SPONSOR)

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and Clallam County hereinafter referred to as the "SPONSOR."

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/1/2022 and be completed on 9/30/2023 unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$ 19840. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by Sponsor
4 WCC Crew Weeks	\$19,840 (\$1,240/day)
Total SPONSOR Cost	\$19,840
	<i>Above cost not to be exceeded</i>

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is \$6613 per WCC Crew week consisting of five WCC/AmeriCorps Members and one WCC Supervisor and/or \$36,053 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. 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.

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.

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.

ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

DISPUTES

If 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 hereto. As an alternative to this process, if SPONSOR is a state agency, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

GOVERNING LAW AND VENUE

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

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.

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.

INDEMNIFICATION

To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, including officials, agents, and employees from and against all claims of third parties, and all associated losses arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Parties waive their immunities under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the other party and their agencies, officials, agents or employees.

ORDER OF PRECEDENCE

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:

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that 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 this 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. 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 subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

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 jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

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.

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.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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.

ALL WRITINGS CONTAINED HEREIN

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 hereto.

AGREEMENT 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.

The Contract Manager for ECOLOGY is: Travis Weller PO Box 47600 Olympia, WA 98504 (360) 742-8760 travis.weller@ecy.wa.gov	The Contract Manager for SPONSOR is: Rebecca Mahan Clallam County 223 East 4th Street Port Angeles WA 98362 360.417.2322 rebecca.mahan@co.clallam.wa.us
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IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of ECOLOGY

SPONSOR

Signature

Date

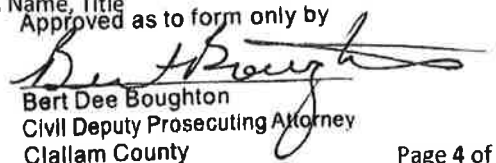
Printed Name, Title

WCC-2230

Signature

Date

Printed Name, Title
Approved as to form only by


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

Page 4 of 8

STATEMENT OF WORK
Appendix A

Work summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

1. WCC resources (members, supervisors, tools and trucks) will not be utilized to clean public restrooms, clear active or abandoned homeless encampments and/or to clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR mitigates potential hazards or finds an alternate project site.
2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.
3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.
4. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce working hours of any employee for the purpose of using a member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use members to carry out essential agency work or contractual functions without displacing current employees.
5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.
6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.
7. If inclement weather makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location.

In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by the SPONSOR for any reason, then the sponsor is responsible for crew costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement.
2. Enroll members to begin service no sooner than October 3, 2022 and no later than October 17, 2022 to attain a full AmeriCorps scholarship. Member vacancies may be filled with a 1200 hour, three-quarter-term AmeriCorps Education Award beginning January 17, 2023. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.
3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.
4. Provide training and development specified in Appendix B: eight days of formal WCC training, aa two to four day Orientation Training, one day dedicated to MLK Community Service, one day of training in noxious weed control, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to six additional days of Supervisor training during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a four day Assistant Supervisor training to the designated Assistant Supervisor.
5. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies lasting 20 days or more.

SPONSOR shall:

1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.
2. Help promote the AmeriCorps and WCC brands, logo, slogans and phrases. WCC will provide camera-ready logo. AmeriCorps is a registered service mark of the Corporation for National and Community Service.
3. For a SPONSOR that assigns WCC crew(s) or WCC Individual Placement members to serve with other organizations, SPONSOR shall inform the other organizations of WCC policies, procedures and contract terms.

AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
 - I. A business organized for profit;
 - II. A labor union;
 - III. A partisan political organization;
 - IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - V. An organization engaged in the religious activities described in paragraph 3.g. above, unless AmeriCorps assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives.
- L. Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities
- M. Such other activities as AmeriCorps may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

2022-2023 WCC Events Calendar

October							November							December							January						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
					1	2		1 [✓]	2	3	4	5	6				1 [✓]	2	3	4							1
(3)	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9 [*]	10	11	2	3 [✓]	4	5	6	7	8
10	11	12	13 ⁺	14	15	16	14	15 ⁺	16 ⁺	17 ⁺	18	19	20	12	13	14	15 ⁺	16	17	18	9	10 [*]	11	12 ⁺	13	14	15
17 ⁺	18	19	20	21 ⁺	22	23	21	22	23	24	25	26	27	19 ⁺	20	21	22	23 [*]	24	25	16	(17)	18	19	20	21	22
24	25 ⁺	26	27 ⁺	28	29	30	28	29	30 ⁺					26	27	28	29 ⁺	30	31		23	24	25 [*]	26 ⁺	27	28	29
31 ⁺																					30	31 ⁺					

February							March							April							May						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
		1 [✓]	2	3	4	5			1 [✓]	2	3	4	5					1	2		1 [✓]	2	3	4	5	6	7
6	7	8	9	10 [*]	11	12	6	7	8	9	10 [*]	11	12	3 [✓]	4	5	6 ⁺	7	8	9	8	9	10 [*]	11	12	13	14
13	14	15 ⁺	16 ⁺	17	18	19	13	14	15 ⁺	16 ⁺	17	18	19	10 [*]	11	12	13 ⁺	14	15	16	15 ⁺	16 ⁺	17	18	19	20	21
20	21	22	23 ⁺	24 ⁺	25	26	20	21	22	23 ⁺	24 ⁺	25	26	17 ⁺	18	19	20 ⁺	21	22	23	22	23	24	25 [*]	26	27	28
27	28 ⁺						27	28	29	30 ⁺	31			24	25 [*]	26	27 ⁺	28	29	30	29	30	31 ⁺				

June							July							August							September						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
			1 [✓]	2	3	4					1	2			1 [✓]	2	3 ⁺	4	5	6					1	2	3
5	6	7	8	9 [*]	10	11	3 [✓]	4	5	6	7	8	9	7	8	9	10 ⁺	11	12	13	4	5 ⁺	6	(7)	8	9	10
(12)	13	14	15 ⁺	16	17	18	10 [*]	11	12	13 ⁺	14	15	16	14	15 ⁺	16 ⁺	17 ⁺	18	19	20	11 ⁺	12	13	14 ⁺	15	16	17
19	20 ⁺	21	22	23	24	25	17 ⁺	18	19	20	21	22	23	21	22	23	24	25 [*]	26	27	18 ⁺	19	20	21	22	23	24
26 [*]	27	28	29 ⁺	30			24	25 ⁺	26	27 ⁺	28	29	30	28	29	30	31 ⁺				25	26	27	28	29	30	
							31 ⁺																				

	Holiday (Observed) - Day Off
	Orientation
	Assistant Supervisor Training
	MLK- Sup Holiday, Member Service Day
	Individual Placement Meeting (Virtual)
	Elective Training: 3/6-3/9 & 6/5-6/8
	3/4-Term Member Orientation
	Supervisor Refresher Trainings
	Spike (2 wks on special assignment)

	AmeriCorps Swearing-in (0.5 day - Virtual)
	POPs Due (July: QT members only)
	eTime: Hours entered
	eTime: Prior pay period approval due
	Payday (10th & 25th, varies on weekends)
	Production (last Thursday of the month)
	Supervisors: Crew interviews
	Noxious Weed Control Workshops
	3/23 Olympic; 3/30 Central/E. WA;
	4/6 S. Puget Sound; 4/13 N. King County/Snohomish;
	4/20 S. King County; 4/27 NW

	Start (FT/Oct. 3QT=10/3, Jan. 3QT=1/17, QT=6/12)
	Exit Paperwork Due 8/17
	End Date (FT/Jan. 3QT/QT=9/7, Oct. 3QT=6/8)
	End-of-year Presentations
	8/17 Olympic; 8/24 Central/E. WA & S. Puget Sound;
	8/31 S. King County & N. King County/Snohomish; 9/5 NW

Shutdown Weeks:	
	Supervisors: Finalize Interviews/Enrollment
	Supervisors: Cross-training
	Supervisors: All staff meeting & prep days

Members' Potential Hours (For general guidance only - hours not guaranteed)

October	170
February	150
June	160
Fullterm: Oct. 3-Sept. 7	1860

November	150
March	180
July	160
Oct. 3QT: Oct. 3-June 8	1370

December	160
April	160
August	190
Jan. 3QT: Jan. 17-Sept. 7	1300

January	170
May	180
September	30
QT: June 12-Sept. 7	490

FT: 1700-hr min, \$6,495 Ed Award

3QT: 1200-hr min, \$4,546.5 Ed Award

QT: 450-hr min, \$1,718.25 Ed Award

WCC standard schedule (40 hours/week) is Monday - Sunday



AGENDA ITEM SUMMARY

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

2f
7/26/22

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 07/25/22

REGULAR AGENDA ☒ **Meeting Date:** 07/26/22

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 817-22-06 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Professional Services Agreement with OAC SERVICES, INC, to perform initial detailed facility design work for the Joint Public Safety Facility (JPSF). Approval of this agreement will allow the County to formally begin Phase II, or "Detailed Design" of the JPSF Project. This agreement covers Phase 2a in the amount of \$109,993 and the work is expected to be completed in October of this year.

Included in this packet is a memorandum from the County's JPSF Project Manager providing background information regarding this project.

Budgetary impact:

No budget change is required. The County has allocated funding for the JPSF Project within the Parks and Facilities Capital Project fund #30501.911.

Recommended action:

It is recommended that the Board approve the Agreement.

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

Name of Employee/Stakeholder attending meeting: Sheriff Benedict and JPSF Project Manager Dale Jackson

Relevant Departments: Sheriff's Office, Parks and Facilities Department

Date submitted: 07/20/22

* 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)



MEMORANDUM

18 July 2022

Re: Information Supporting JPSF Project Appropriation Request

To: Clallam County Board of Commissioners

From: Dale Jackson, JPSF Project Manager

**cc: William Benedict, Clallam County Sheriff
Ron Cameron, Clallam County Undersheriff**

ACTION REQUESTED:

The Clallam County / City of Port Angeles Joint Public Safety Facility (JPSF) Project is requesting that the Clallam County Board of Commissioners (CCBoC) authorize obligation of up to \$110,000 of County funds, and enter into contract with OAC, Inc. to perform initial detailed facility design work for the JPSF. Some or all of the requested expenditure may eventually be reimbursable from the \$1.7 MM appropriated by the Washington State Legislature to support design and construction of the JPSF.¹ Approval of this request will allow the County to formally begin Phase II, or “Detailed Design” of the JPSF Project.

BACKGROUND:

In 2018, having for over a decade recognized a crucial need, Clallam County and the City of Port Angeles joined in a partnership to build infrastructure that will house important public safety facilities. The partners realized that critical public safety functions are currently housed in facilities

¹ The Washington State Legislature appropriated a total of \$1.7 MM of funding under the State’s Local Community Projects program, to support design and construction of the JPSF. The funding is administered by the Washington State Department of Commerce on a reimbursement of local funds expended basis. It should also be noted that reimbursement *may* be limited to only 50% of costs incurred. However, before any funds can be disbursed, all requirements of State Executive Order 21-02 must be complied with. EO 21-02 requires a project review pursuant to the State Environmental Policy Act (SEPA) be completed, that consultation with affected Native American tribal nations be completed, and that the State Department of Archeology and Historic Preservation (DAHP) review and approve the selection of construction site. It will require 90 to 120 days to complete EO 21-02 requirements and hence reimbursement will not be available to the County until near the end of calendar 2022.

that are inadequately sized, and are likely vulnerable to destruction in the event of a major manmade or natural disaster.

To address the recognized need, the partners agreed to undertake a project to build a Joint Public Safety Facility (JPSF) that would house the County's emergency management functions, including an Emergency Operations Center (EOC) and the 911 telephone answering point and public safety dispatch facility known as PenCom Center that is operated for multiple user agencies by the City. Formal project activities began in January 2019 at which time an RFQ solicitation process resulted in selection of OAC, Inc. as best qualified to perform architectural and engineering services for the JPSF Project.

Project Phase I, known as "Preliminary Design," produced a facility conceptual design and was completed by OAC, Inc. in October 2020 at a total cost of approximately \$120,000. Project Phase II will produce a facility detailed design and construction documentation (blue prints, etc.) sufficient to solicit construction bids, and is planned to be completed in the early to mid-summer of 2023. Phase II costs are currently estimated at \$1.4 to \$1.7 MM.² Project Phase III will manage the actual construction, procurement and installation of furnishings, fixtures and equipment, and the final commissioning of the JPSF. Phase III is planned for completion in early 2025 at a cost of between \$13.8 and \$18.1 MM. Total Project costs are estimated at between \$15.2 and \$19.8 MM.³ The acquisition of private property for the JPSF location that would likely add up to \$0.4MM to Phase II costs are not included in the estimates presented above.

Current planning calls for Project Phase II to be divided into two subphases, a Phase IIa covering final construction site selection and site master planning, and Phase IIb during which actual detailed design will occur. The request for a \$110,000 appropriation and contract action now before the CCBoc will fund only Phase IIa activities consisting of final construction sites selection, site environmental, geotechnical, cultural resources and SEPA evaluations, a site physical survey, and site civil engineering master planning (i.e., site layout). Assuming the requested funding is approved, Phase IIa activities are expected to be completed in October, 2022 allowing Phase IIb to begin in November 2022.⁴

If the requested action is approved, Project management anticipates returning to the CCBoc in early October 2022 with a request for the additional funding and contracting authority that will be

² Total project costs presented in this paragraph and elsewhere in this memorandum are based on design and construction cost estimates that were generated during the Project's Preliminary Design phase and itemized in the October 2020 Preliminary Design Report. To arrive at the numbers reported herein, the data contained in the Preliminary Design Report was adjusted for inflation and the extraordinary increases in the cost of building materials (in some cases 100% or more) that occurred during calendar years 2020 and 2021. Given the cost fluctuations that have occurred and uncertainties they have created, the scope of work for Project Phase II will include generating a new detailed construction cost estimate to serve as a much more accurate basis for decision making prior to proceeding to Project construction activities.

³ **IT IS IMPORTANT TO NOTE** that the cost estimates contained herein are dependent on whether the design of a City fire station is included in Phase II, and whether a fire station is constructed as part of Phase III. See a breakdown of project costs with and without the proposed fire station contained in Figure 1 on page 4 of this memorandum. Inclusion of the fire station in this Project adds approximately \$5 MM to total costs.

⁴ See Figure 2, Project Schedule, on pages 5 and 6 of this memorandum.

needed to proceed with Phase IIb (\$1.3 to \$1.6 MM depending on whether a fire station is included in the full design).⁵ By October 2022, Clallam County should know with certainty whether, and how much federal money will be available to help fund construction activities in FY 2023, allowing an informed decision to be made on whether to proceed with Phase IIb detailed design activities.

Current planning suggests that late October would also be an optimal time to acquire a site from a private owner if such acquisition is necessary. By late October, environmental and geotechnical due diligence will be complete, and review and approval of site selection by the DAHP should have occurred. Final acquisition after these actions have been completed would present the least risk to the County.⁶

ALTERNATIVES:

JSPF Project management is unaware of any reasonable alternative that might be recommended at this time. Delaying a Phase IIa funding decision, reducing the scope of the project to reduce costs, or cancelation of the project are alternatives, but none of these are deemed reasonable. Selecting any of the three alternatives identified would cause significant project delays that in turn would result in the loss of nearly \$5 MM in State and federal funding that is currently being, or has already been appropriated.

⁵ At the present time, five sites are under review as prospective locations for construction of the JPSF. See Figure 3 on page 7 of this memorandum. Three of the five sites are privately held and two are in public ownership presently. The Phase IIb costs presented above (i.e., \$1.3 to \$1.6 MM) do not include the cost of acquiring a site from a private owner (an occurrence that seems likely given that the most desirable sites are currently those in private ownership). Estimates predict that the cost of site acquisition (if necessary) would add up to \$0.4 MM to the Phase IIb costs presented above (i.e., increase Phase IIb costs to \$1.7 to \$2.0 MM).

⁶ Once a tentative selection of the actual construction site has been made, an option to purchase or some other instrument could be used to encumber the property without incurring the risks that might otherwise be created if ownership is established before completing environmental and geotechnical due diligence.

PROJECT MODULE	EM / EOC			PENCOM			FIRE STATION			Project Totals			
	2020 Estimate	2021 Estimate	Current *	2020 Estimate	2021 Estimate	Current *	2020 Estimate	2021 Estimate	Current *	2020 Estimate	2021 Estimate	Current Estimate *	
												With Fire Station	Without Fire Station ¹
Detailed Design	\$ 0.6	\$ 0.6	\$ 0.6	\$ 0.6	\$ 0.6	\$ 0.6	\$ 0.3	\$ 0.3	\$ 0.5	\$ 1.5	\$ 1.5	\$ 1.7	\$ 1.4
Construction	\$ 3.9	\$ 3.7	\$ 4.9	\$ 3.4	\$ 3.5	\$ 4.6	\$ 2.9	\$ 3.0	\$ 3.9	\$ 3.9	\$ 10.2	\$ 13.4	\$ 9.5
Furniture, Fixtures & Equipment (FF&E)	\$ 0.8	\$ 1.4	\$ 1.8	\$ 1.4	\$ 1.9	\$ 2.5	\$ 0.3	\$ 0.3	\$ 0.4	\$ 2.5	\$ 3.6	\$ 4.7	\$ 4.3
PROJECT TOTALS	\$ 5.0	\$ 5.7	\$ 7.3	\$ 5.4	\$ 6.0	\$ 7.7	\$ 3.5	\$ 3.6	\$ 4.8	\$ 13.9	\$ 15.3	\$ 19.8	\$ 15.2

* Current estimates for "Detailed Design" are in 2022 dollars AND DO NOT INCLUDE BUILDING SITE ACQUISITION COSTS (approximately \$0.4 MM). Current estimates for "Construction" and "FF&E" purchases are in 2024 dollars adjusted for estimated inflation rates. Current inflation rates and fluctuations in the costs of building materials have substantially reduced the precisions of estimates.

¹ Removal of the fire station from the project does not result in saving the full \$0.5 MM allocated to its detailed design in the previous column, but only \$0.3 MM. This result occurs as some of the design costs are for common walls and features that still must be included in detailed design for the remaining facilities. The detailed design estimate "Without Fire Station" presented in this column is therefore \$1.4 MM and not \$1.2 MM.

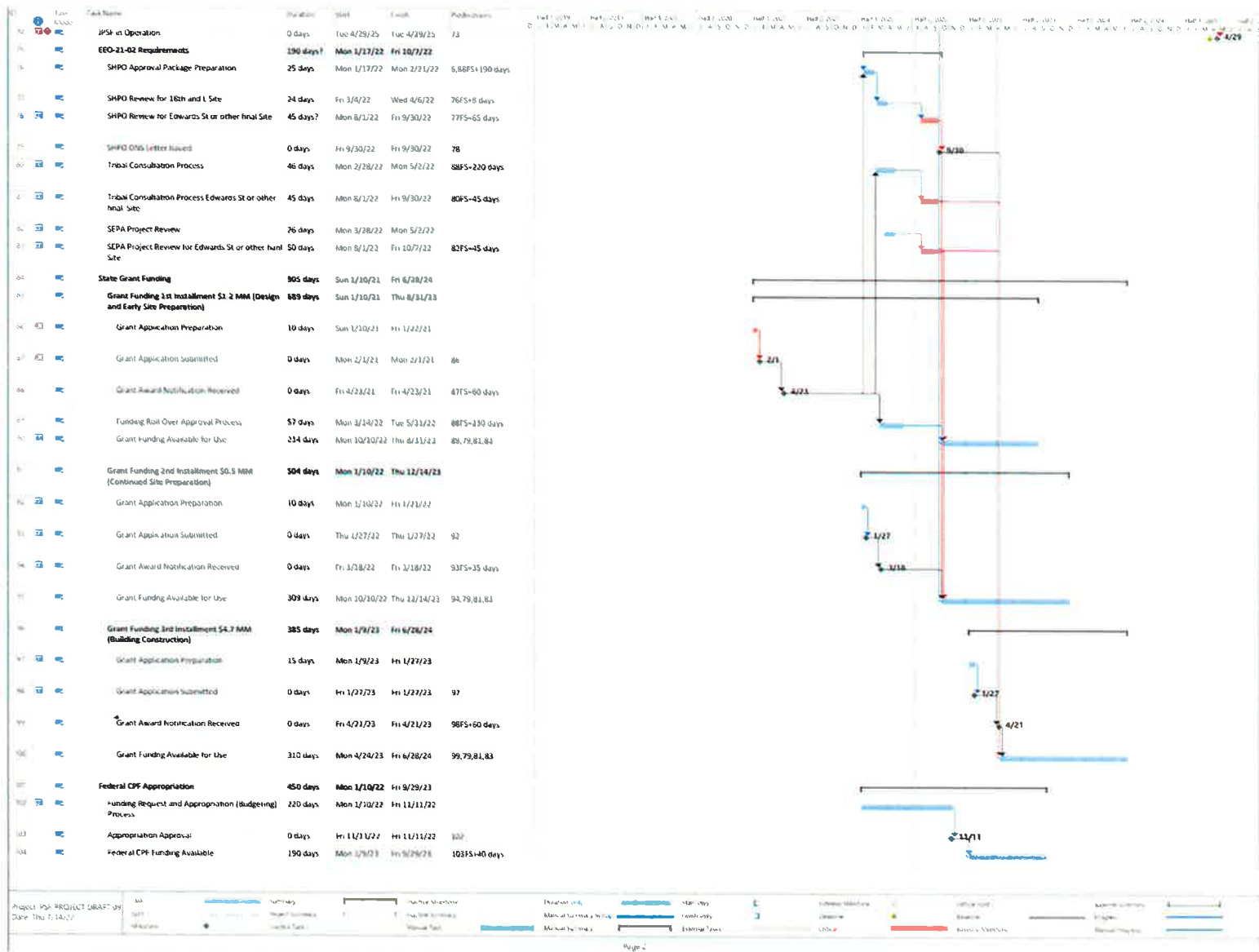
	PROJECTED FACILITY COSTS				FUNDING SOURCES							
	EM / EOC	PENCON	FIRE STATION	TOTALS	LOCAL		STATE		FEDERAL			
					COUNTY	CITY	Appropriated To Date	Proposed Additional Request	Total Needed From State	Appropriated To Date (House Only)	Proposed Additional Request	Total Needed From Federal
Detailed Design	\$0.6	\$0.6	\$0.5	\$1.7	\$0.5	\$0.5	\$0.7	\$0.0	\$0.7	\$0.0	\$0.0	\$0.0
Construction	\$4.9	\$4.6	\$3.9	\$13.4	\$2.0	\$2.0	\$1.0	\$3.5	\$4.5	\$3.0	\$0.0	\$3.0
Furniture, Fixtures and Equipment (FF&E)	\$1.8	\$2.5	\$0.4	\$4.7	\$2.0	\$2.0	\$0.0	\$0.6	\$0.6	\$0.0	\$2.0	\$2.0
PROJECT TOTALS	\$7.3	\$7.7	\$4.8	\$19.8	\$4.5	\$4.5	\$1.7	\$4.1	\$5.8	\$3.0	\$2.0	\$5.0
						Total Local =	\$9.0	Red = Critical need				
						Total State =	\$5.8					
						Total Federal =	\$5.0					

FIGURE 1
JPSF Project Cost Estimates and Funding Sources

FIGURE 2



FIGURE 2
JPSF Project Schedule Page 2



SITES OF INTEREST AND CRITICAL AREAS

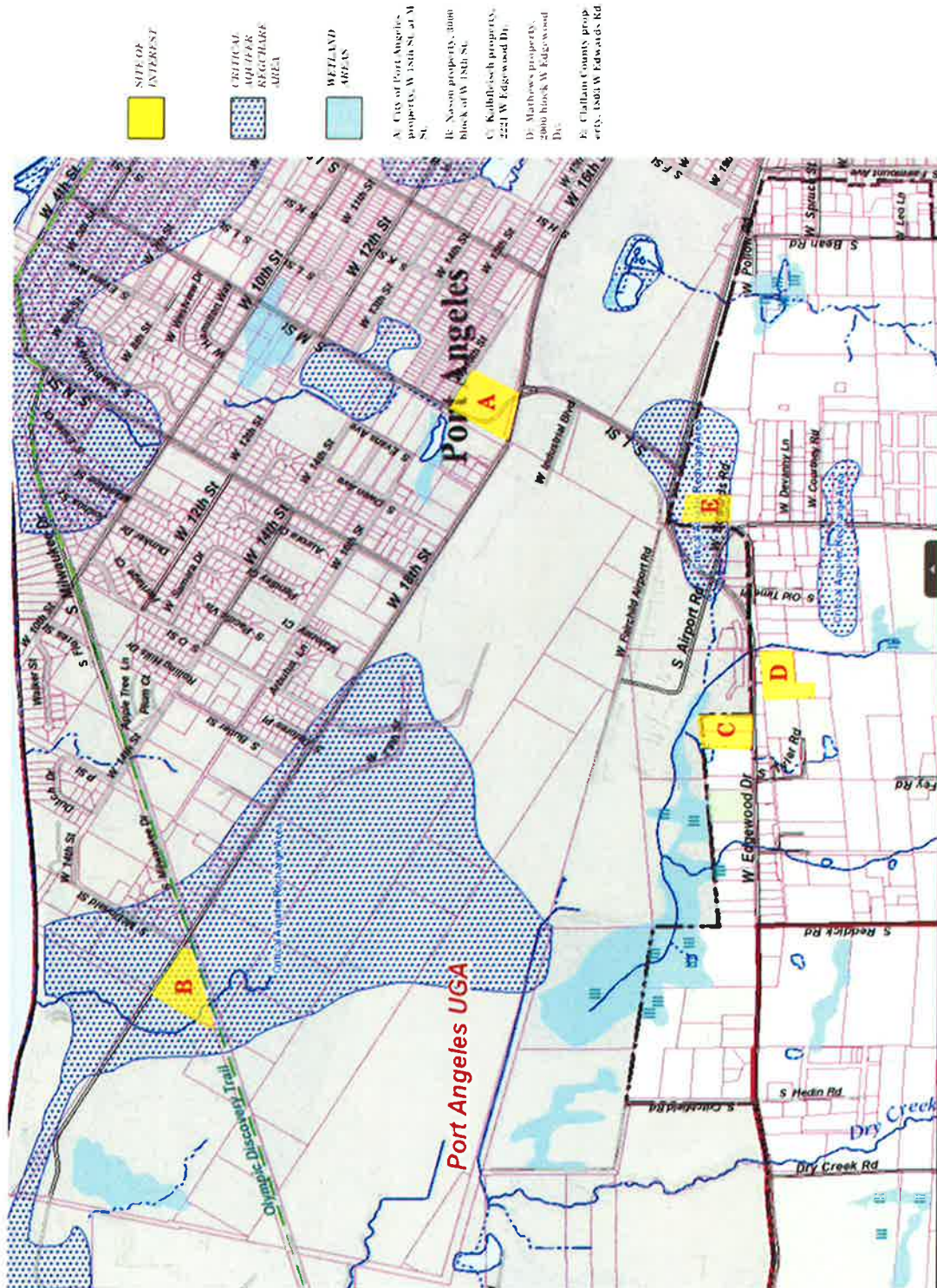


FIGURE 3
Potential Construction Sites for the JPSF

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") between OAC SERVICES, INC., a Washington corporation (hereinafter referred to as "OAC") and CLALLAM COUNTY, a political subdivision of the State of Washington (hereinafter referred to as "Client") whose address is 223 E. 4th Street, Suite 12, Port Angeles, WA 98362, for the Project identified below.

This Agreement is incomplete without the following attachments:

- ✓ **Exhibit A (GENERAL CONDITIONS)**
- ✓ **Exhibit B (OAC SCOPE OF SERVICES AND FEE)**
- ✓ **Exhibit C (ADDITIONAL TERMS)**

By signing below, Client acknowledges receipt of the foregoing attachments and their incorporation herein as if fully set forth. This Agreement constitutes the entire agreement between the parties respecting its subject matter and supersedes all prior and contemporaneous commitments, negotiations, representations or agreements, whether written or oral, concerning its subject matter.

A. PROJECT:

Project Title: Clallam County & City of Port Angeles Joint Public Safety Facility

Project No. R18-200379.00

Project Address: To Be Determined

Project Description: Emergency Management Facility, 911 Dispatch Center, and Fire Station

B. SCOPE: OAC will perform the services described in Exhibit B (the "Services"). Client will pay for such Services as described in this Agreement, including Exhibits A and B. Additional Services will be performed at OAC's then-current hourly rates, subject to the written agreement of both parties' authorized representatives. OAC's hourly rates are subject to an annual escalation with written notice to Client.

C. COMPENSATION: The Services, described above, will be compensated by Client at OAC's current hourly rates up to a Not to Exceed ("NTE") price of \$109,993. If compensation is NTE, OAC will acquire written authorization from the Client prior to proceeding with additional services at OAC's then-current hourly rates on a time and expense basis or an alternative negotiated fee. Fixed Fee arrangements shall be compensated as set forth in Exhibit B.

D. SCHEDULE: OAC's performance assumes the following schedule: The term set forth in Exhibit B.

E. AGREEMENT TERM: This Agreement shall be effective upon OAC's receipt of this fully-executed Agreement and shall terminate not later than twenty-four (24) months thereafter (the "Term"), unless extended by written agreement.

F. TERMS: In addition to the foregoing, the Parties hereby agree to the following terms:

- (1) *Additional Terms*. The parties hereby incorporate the additional terms contained in numbered paragraphs 1 through 16 below, and set forth in **Exhibit C**, as if incorporated herein in full.
- (2) All terms, conditions and obligations of the Agreement remain in full force and effect except as expressly modified by a fully executed change order.

1. AGREEMENT

These GENERAL CONDITIONS are incorporated into and made part of the Agreement between OAC and the Client for the Project which, together with the exhibits incorporated on the first page hereof, are collectively referred to herein as "this Agreement." The titles and headings of this Agreement are nonbinding.

2. EXECUTION

Unless expressly provided otherwise, execution shall constitute OAC's authorization to proceed. The Parties agree that a photocopy or other signed copy of this Agreement is as effective as the original. The Parties also agree that this Agreement may be signed in counterparts. The Parties further agree that, for the purposes of executing this Agreement and any amendments thereto, either party, or both parties, may execute using an electronic signature authenticated using OAC's then current electronic signature systems and procedures. Both parties intend that such electronic signatures shall be considered original signatures and binding for all purposes.

3. PAYMENT

OAC will bill for performance of the Services monthly. Client will pay all charges net 30 days. OAC will charge Client interest on all past due balances at a rate of 1.5% per month. The Client shall provide payment for OAC's invoiced amount.

To the extent OAC is called upon to respond to subpoena or other legal proceedings to which OAC is not a named party, OAC will invoice Client at 1.5 times its hourly rates.

OAC may contract with subconsultants in performing the Services. Subconsultant invoices will be marked up at cost plus 10%.

OAC will bill all reimbursable expenses with a markup of 8%. Reimbursable expenses include items such as mileage and travel expenses, reproduction and photographic reproduction

4. CHANGED CONDITIONS

This Agreement may be supplemented, amended or revised only by way of an instrument signed by both parties. Should conditions affect OAC's level of effort and/or time required change, OAC will notify Client and will, as appropriate, propose an equitable adjustment to fee and/or schedule.

5. INDEPENDENT CONTRACTOR

OAC is and will be at all times during the term of this Agreement an independent contractor and not an employee, joint venture partner, fiduciary, or associate of Client. To avoid miscommunications, all parties agree that the Client shall have sole authority to direct OAC and request additional services under this Agreement. In performing its Services, OAC is entitled to rely on the accuracy and completeness of information supplied by or through the Client.

OAC endeavors to provide continuity of services. Therefore, to the fullest extent permitted by law, Client agrees not to invite, encourage or otherwise solicit OAC employees to leave OAC's employ during the term of this Agreement and for a period of one-year thereafter.

6. TERMINATION

- a) **Termination without cause** – Any party may terminate this Agreement without cause and without liability upon seven (7) days written notice to the other of its intent to terminate without cause. The parties will deal with each other in good faith during the seven (7) day period. The Client will compensate OAC for services performed and reimbursable expenses incurred through the date of termination upon receipt of OAC's invoice.
- b) **Termination with cause** - Any party may terminate this agreement for cause effective immediately upon giving written notice of termination for cause, provided the Party has first given the other written notice of the default and a reasonable opportunity to cure. Substantial breach of a material term of this Agreement, including failure to pay a progress payment when due, constitutes cause.
- c) **Suspension of project** – To the extent the Client suspends OAC's services under this Agreement for a period of more than 30 days, Client shall compensate OAC for the services rendered prior to the suspension and, upon resumption or termination of OAC's services, Client shall compensate OAC for the costs incurred associated with the suspension and resumption. OAC endeavors to minimize such costs and therefore may, without liability and at its sole discretion, reallocate its resources including employees assigned to the Project to minimize the losses associated with the suspension.

7. INSURANCE

OAC will maintain the following standard insurance coverage and limits during performance of the services:

- a) Workers Compensation: as required by applicable statute.
- b) Commercial General Liability: \$1,000,000 per occurrence for bodily injury, including death, and property damage, and \$2,000,000 in the aggregate.
- c) Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- d) Professional liability: \$3,000,000 per claim and \$5,000,000 in aggregate.
OAC waives all claims for damages against Client to the extent that the damages are covered by insurance carried by or for the benefit of OAC. Client waives all claims for damages against OAC to the extent that the damages are covered by insurance carried by or for the benefit of the Client. Provided, however, that the foregoing waivers shall not apply to the extent that waiver of subrogation is expressly prohibited by the applicable insurance policy.
- e) Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII
- f) OAC shall furnish the Client with certificates evidencing insurance and name the Client as additional insureds, and such certificates shall evidence the insurance requirements of OAC before commencement of the work.
- g) OAC shall provide the Client with written notice of any policy cancellation within ten business days of their receipt of such notice.
- h) Failure on the part of OAC to maintain the insurance as required shall constitute a material breach of contract, upon which the Client may, after giving fifteen business 14 days notice to OAC to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Client on demand, or at the sole discretion of the Client, offset against funds due OAC from the Client.

8. OWNERSHIP OF DOCUMENTS AND LICENSE

Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature. The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

Upon completion of the Services, all documents, exhibits, digital photos, or other technical data produced by OAC and provided pursuant to this Agreement, with the exception of pre-existing intellectual property or standard details and specifications regularly used by OAC in its normal course of business, shall, upon payment of all amounts rightfully owed by the Client to OAC, become the property of the Client, for use on the project which is the subject of this Agreement without representation as to suitability for other uses. The Client and OAC each have unlimited rights in technical data produced pursuant to this Agreement. However, any alteration of the documents or technical data, including use of the whole or part of the documents and not the whole, by the Client or by others acting through or on behalf of the Client, for purposes outside the scope of this Agreement, will be at the Client's sole risk and Client shall indemnify, defend and hold OAC harmless from any and all claims, injuries, damages, losses or expenses (including, without limitation, attorneys' fees) to the extent arising out of a use in violation of this Agreement.

9. SITE VISITS/OBSERVATIONS/SAFETY

If the Services include construction observation, OAC will visit the project site at appropriate intervals to become generally familiar with the progress and quality of the construction work being performed by the Client's general contractor (the "Contractor") and to determine if the construction work is proceeding in general accordance with the Contract Documents. OAC is not responsible for construction means, methods, techniques, sequences or procedures or for safety programs or precautions in connection with the Contractor's construction work. OAC will endeavor to keep Client informed. OAC is not responsible for the Contractor's or any third party's acts, errors, or omissions or failure to perform the construction work in accordance with the Contract Documents.

If the Services include construction management, Client acknowledges that OAC is not the controlling contractor and that overall control of the work site and site safety practices rests with the Contractor. If requested as part of its Services, OAC will review safety programs developed by the Contractor for purposes of coordinating its safety program with those of the others performing work on the Project. OAC's review and coordination shall not create liability for nor extend to OAC control over or charge of the acts or omissions of the Contractor, subcontractors, or agents or employees of them, or of any other persons performing portions of work. OAC will remain responsible for its employees on the jobsite.

If the Services include evaluations or constructability reviews of design documents prepared by others, OAC's review is in its capacity as Client's adviser and not as a design professional. Such reviews shall not include services which constitute the practice of architecture or engineering and do not relieve the authoring design professional of its responsibilities for delivering a complete and accurate design.

10. DISPUTE RESOLUTION

Any claim or dispute between the Client and OAC arising under or related to this Agreement (including, without limitation, the enforceability of this Agreement) that is not resolved by direct discussions is subject to mediation as a condition precedent to litigation. Unless the parties subsequently agree otherwise in writing, the mediation will be conducted by a mediator agreed upon by the parties. Any claim or dispute that is not resolved by mediation may be resolved by the aggrieved party bringing an action in equity or at law in a court of competent jurisdiction. Any claim or cause of action between the parties arising under, or related to this Agreement shall be brought within three (3) years of the date on which the claim or cause is discovered, or should have reasonably been discovered, and will thereafter be barred, provided that nothing herein shall be construed to extend the applicable statute of limitations.

11. NO THIRD PARTY BENEFICIARIES/NO ASSIGNMENT

Nothing contained in this Agreement shall create a contract relationship with a third party or a cause of action in favor of a third party against the Client or OAC. There are no intended third-party beneficiaries of this Agreement. Neither the Client nor OAC may assign this Agreement or any rights or obligations arising under this Agreement, either during or after performance, without the written consent of the other party. Consent may be withheld for any reason or arbitrarily. Any purported assignment in contravention of this prohibition is void. Client reserves the right to an assignment of OAC's subconsultant agreements including, without limitation, the geotechnical consultant's contract.

12. NON-WAIVER

The failure of either party to exercise any of its rights under this Agreement for a breach thereof is not deemed a waiver of any subsequent breach.

13. FORCE MAJEURE

OAC shall not be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

14. SEVERABILITY AND SURVIVAL

If any provision stated in this Agreement is held unenforceable, all remaining provisions will continue in full force and effect. Paragraphs 8, 10, 11, 12, 15 and 16 of this Agreement will survive completion of performance or the earlier termination of this Agreement.

15. VENUE

This Agreement shall be governed by the laws of the State of Washington; venue shall be in Clallam County, Washington.

16. LIMITATION OF LIABILITY

The Client agrees to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that the Client may recover against OAC (together with its owners, officers, directors, employees and consultants) to the following: the amount of proceeds available, up to a limit of \$1,000,000, at the time the damages and/or costs are paid, under OAC's insurance policy or policies applicable to the claim being made by the Client or \$1,000,000, whichever is greater. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional errors or omissions, professional malpractice, indemnity or contribution, breach of contract, and breach of expressed or implied warranty and strict liability. Notwithstanding anything to the contrary herein, this limitation applies only to the scope of work performed by OAC's geotechnical subcontractor(s) set forth in Exhibit B, hereof and shall not apply to other scope or future change orders (if any).

Each individual executing this Agreement on behalf of a Party warrants that he or she is authorized to bind such Party to this Agreement and its terms. ,

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the latter date written below.

OAC Services Inc.

Clallam County

Todd Thiel

Mark Ozias

By: _____

By: _____

Title: Principal

Chairperson,
Title: Clallam County Board of Commissioners

Date: _____

Date: _____

Approved as to Form:

Clallam County

Insert Name.

By: Burt Douglas

Title: Deputy Prosecutor

Date: 7/20/22

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EXHIBIT B
OAC SCOPE OF SERVICES AND FEE
Attached behind this cover page.

EXHIBIT "B"

PROJECT DESCRIPTION

CLALLAM COUNTY AND CITY OF PORT ANGELES

JOINT PUBLIC SAFETY FACILITY

EMERGENCY OPERATIONS CENTER / 911 DISPATCH / FIRE STATION

PHASE 2A DESIGN SERVICES

July 19, 2022

INTRODUCTION

Clallam County (County) has requested OAC Services, Inc. (OAC) prepare a scope of work and fee estimate for Phase 2A of design services associated with construction of a new Emergency Operations Center (EOC), 911 Dispatch Center, and Fire Station. The County will design and construct a roughly twenty thousand square-foot Joint Public Safety Facility (JPSF) at a site to be determined from this phase of work. The City of Port Angeles (City) will play a critical role in supporting the design and configurations of the 911 Dispatch Center and Fire Station. Both the existing EOC and 911 Dispatch are nearing the end of their useful service with respect to size/space and growth capacity. The fire station will add service and decrease response times to the western part of the city. Phase 2A design work will address master planning of the site, site civil design, geotechnical investigations, wetland delineation, and updated construction cost estimates, all necessary first steps in the design process. Our team members include Hennebery Eddy Architects, Zenovic & Associates, GeoEngineers, and Roen Associates, respectively. The areas of study addressed by this Master Planning effort are:

- Planning/Zoning analysis of the project property to establish high-level criteria for the JPSF placement on the site and associated geotechnical site work.
- Verification of County and City facilities on-site – specifically if any of these components should be rearranged from the October 2020 Pre-Design Report layout.
- Master planning design studies to assist in discussions/decision-making with the County.
- Master planning site design and documentation.

Following completion of this Phase 2A scope of work, the balance of the facility detailed design may be completed as a contract modification under a Phase 2B.

The facility will be designed and constructed as a resilient and durable building. It will provide the County and City an essential facility to conduct emergency operations in support of its citizens and constituent jurisdictions when this need arises. During times when the EOC is not activated, the EOC will be designed for flexible use including the hosting of training events, simulation exercises, and for potential use as a business teleconference facility. It will provide the City an essential facility for a larger 911 Dispatch Center serving a large area across the northern peninsula as well as a west side fire station. The building is proposed to consist of a single story with a mechanical penthouse. The estimated construction cost for the building is \$10.36 Million in 2021 dollars. As an essential facility, the building and supporting infrastructure will be designed to Risk Category IV requirements, providing the ability to be immediately operational after a disaster event, allowing for County and City continuity of operations.

In Phase 1, a pre-design report of an initial conceptual design for a combined EOC/911 Center/Fire Station proposed to be located at 2417 W 19th Street was completed by OAC and documented in the Joint Public Safety Building Pre-Design Report dated October 2020 (Report). This report is the basis for the scope of work identified here. The work is further described below.

(A) SCOPE OF SERVICES:

Included in this scope of work are the anticipated assumptions and exclusions. The noted scope includes Phase 2A design consisting of project management, master planning, civil engineering, and geotechnical engineering services.

OAC will provide overall management of the Phase 2A design of the project. During this phase, our services will include master planning of the site considering relocating or rearranging the three 'modules' as noted in the Report. In the Report, the EOC is planned for the east side of the property.

Master planning efforts will include consultation with the County and City to gather input and needs associated with siting the building on the property. Additionally, land use analysis will be completed including coordination of zoning constraints, limits, and permissions, to be addressed with the County planning department and other departments as required. Additional detail is provided below:

1. Planning/Zoning Documentation services consisting of preparing a high-level planning/zoning analysis and summary documentation for use in preparation of a summary report. The planning/zoning analysis will include high-level criteria to support master planning of the general building and site work placement.
2. Master Planning services consisting of design and documentation for a two-step process with the County and City.
 - Step 1: Provide up to two (2) conceptual master plan site sketches showing general potential JPSF and site locations within the property for discussion with the County and City to determine their preferred option.
 - Step 2: Develop the preferred option to a level that meets established planning/zoning criteria.

This phase includes two virtual meetings with the County, and City as required, to review conceptual master plan options and the preferred master plan design. This phase also includes meeting preparation time and ongoing informal coordination with the County and City.

The proposed Master Planning will essentially provide the County the ability to shape how the subject property should be arranged so it retains the best potential use for both the County and City. With a master plan determined, the scheduling of site development can be more flexible and more predictable in how it will occur. The master plan will allow for a more predictable and more effective development of the site, reducing operational impacts for potential phased construction and identifying possible efficiencies for layout and associated infrastructure. Two initial site plan configurations will be developed with one selected for refinement to become the basis of schematic design.

The geotechnical investigation will include a preliminary screening of up to four (4) sites, selected by the County. Review of existing publicly available geotechnical data, including hazard maps, will be the basis for screening. A site visit to observe existing conditions will be conducted and a report with recommended final site selection will be developed. Once the preferred site is determined, site exploration of multiple locations around the preferred site and a full geotechnical report of the site addressing soil properties, seismic parameters, and structural design criteria for foundations among other elements, will be completed. Site exploration will consist of typical deep drilled borings. An infiltration study will be conducted in Phase 2B after the site is determined to be suitable and selected for development.

A high-level wetland delineation will be performed to understand constraints of the preferred site. The delineation efforts will include a review of previously published data, a site visit to assess wetland boundaries and stream ordinary high water, and a report summarizing the high-level findings.

The cost estimate developed in the Report will be updated to reflect current industry information on construction costs. Construction is anticipated to start in Q2 or Q3 of 2023.

DELIVERABLES:

The following deliverables will be submitted:

- Phase 2A Summary Report (8.5x11 – PDF)
 - Includes Planning/Zoning and Master Plan Design Summary
- Master Site Plan (11x17 – PDF)
 - Preferred Option (basic site components, locations, access points/circulation, and proposed property lease line).
- Geotechnical Report (8.5x11 – PDF)
- Wetland Memo (8.5x11 – PDF)
- Updated Cost Estimate (8.5x11 – PDF)

ASSUMPTIONS:

General

- The scope of work noted will produce design criteria to be used in Phase 2B, the balance of the detailed design. Phase 2B, may follow as an amendment to this scope of work.
- Digital photography will be an acceptable form of photo documentation of the project.
- County will provide OAC all available existing site information.
- OAC will attend (2) two virtual engagement meetings with the County, including the City as required. Each meeting will be scheduled for (2) two hours, not including preparation and follow up. Additional meetings can be arranged in accordance with our standard rate sheet.
- (1) One round of review comments will be anticipated following the development of (2) two site sketches. All comments will be compiled by the County team prior to delivery to OAC. No comments are anticipated following the refinement of the preferred site plan.
- OAC will generate meeting minutes for each of the engagement meetings, documenting items such as decisions made, action items, etc.
- Schedule is based on readily available participation of County Planning departments to address questions and provide clarification on Land Use elements.
- The facility design is predicated on information developed by OAC in the Report.
- LEED certification requirements or goals for this project, if applicable, will be identified during Phase 2B.
- Only services noted within this scope of work are included.
- No permitting is required for the geotechnical exploration phase on site.
- Additional services or design efforts beyond this scope of work can be negotiated per the general rate schedule effective at the time of the request.

Architectural

- Land Use Analysis will include zoning, infrastructure, and major site work requirements.
- The planning/zoning analysis will be high level, and as such, does not include detailed information or information related to planning review processes. These may be included as an Additional Service, if needed; or may become part of Phase 2B.

- We have assumed no formal meetings with the jurisdiction will be required. As such, time for jurisdiction meeting preparation and participation is beyond this scope of work.

Civil

- Attend 2 remote (video conference) team design meetings.
- Refined site plan to be final Conceptual site plan for use in Schematic Design under Phase 2B.
- Final Conceptual site plan to include location of building, parking and access, utility locations, stormwater mitigation facilities and conveyance system, sized based upon information noted in the Report.
- Preliminary sizing of stormwater facilities based on assumed soil conditions from available soil reports for the area. Sizing may be adjusted based on results of onsite soil testing by others.
- Final sizing of utilities to be completed in Phase 2B.

Geotechnical

- Review readily available published geologic data and our relevant in-house files for existing information on subsurface conditions in the project vicinity.
- Coordinate preliminary locations for explorations with Clallam County staff and contact the “One-Call” Utility Notification Center, as required by Washington State law. OAC team representatives will delineate and mark the exploration dig area and GeoEngineers will submit the One-Call ticket. We also understand an onsite utility locate will be performed to locate and identify all onsite utilities. GeoEngineers will not be liable for damage to underground utilities that are not marked during the utility locating process.
- During site screening, explore shallow subsurface conditions utilizing handheld tools as required to aid understanding of the existing near surface geotechnical conditions.
- Explore subsurface conditions by advancing up to six borings for a total of 150 lineal feet of drilling using subcontracted equipment and operator. If consistently dense soil conditions are encountered, we plan to terminate borings at shallower depths. Our field representative will continuously monitor the drilling activities, maintain a log of subsurface conditions, and collect representative soil samples generally at 2.5- to 5-foot intervals.
- Based on the results of our explorations, provide an email discussing geotechnical feasibility of the proposed development. We will discuss suitability of the site for shallow foundations, clearing/stripping considerations, earthwork and suitability of soil for re-use on site and other issues that may be relevant to feasibility.
- Conduct geotechnical laboratory testing on selected soil samples. We anticipate laboratory testing will include particle size gradation analyses and moisture content determinations.
- Provide geotechnical seismic design information in accordance with 2018 International Building Code (IBC) criteria and discuss our opinion on the potential for surface rupture, liquefaction and lateral spreading at the site. We have not budgeted to complete a quantitative liquefaction and lateral spreading analysis. Should the initial screening determine this to be necessary, the analysis will be performed as additional services.
- Provide recommendations for site preparation and earthwork. We will discuss temporary erosion and sedimentation controls, temporary and permanent cut slopes, fill placement and compaction requirements, wet weather considerations, groundwater handling and site drainage.
- Provide recommendations for shallow spread footing design, including foundation bearing surface preparation, allowable soil bearing pressure, lateral resistance values and estimates of settlement.
- Provide design considerations for slab-on-grade design, including subgrade preparation, modulus of subgrade reaction and capillary break thickness and materials.
- Provide recommended active, passive and at-rest lateral earth pressures for retaining walls and below-

grade structures. We will also provide recommendations for seismic surcharge pressures and drainage criteria.

- Provide a discussion of suitability of site soils for stormwater infiltration, including preliminary estimates of long-term design infiltration rates based on laboratory sieve analysis results and the criteria described in the SWMMWW. Depending on the soil conditions observed and the infiltration facilities planned, these preliminary estimates may not be suitable for design; additional testing may be required to verify estimated rates for design.
- Provide layer thickness recommendations for asphalt concrete pavement (ACP) and Portland cement concrete pavement (PCCP) design sections, including subgrade preparation. We will include typical pavement sections for heavy and light traffic areas based on our experience.
- Prepare a written geotechnical report presenting our findings, conclusions, and recommendations. Our report will include a project site plan showing approximate locations of explorations, summary exploration logs, laboratory test results and appropriate engineering figures.

Wetland Delineation

- Site access will be provided
- Project description will be provided by Client
- Field work assumed to be completed in a single
- Wetland memo will be suitable for master planning only. Future efforts may be required for permitting.
- Final scope and assumptions to be determined following selection of preferred site. Scope and fee to be amended as required based on preferred site-specific needs.
- Fee estimate provide is a placeholder.

SCHEDULE:

The following is a conceptual schedule to be modified or adjusted with input from the County.

Initial Notice to Proceed (NTP)	Week of August 1 st
Initial Site Screening & Summary Report	4 Weeks after NTP
Geotechnical Exploration	8 Weeks after NTP
Geotechnical Report	4 Weeks after Geotechnical Exploration
Phase 2A Master Planning Summary Report	6 Weeks after Initial Site Screening
Wetland Memo	6 Weeks after Initial Site Screening

For scheduling, geotechnical investigations and wetland delineations may be independent of the master planning effort and may have schedule cross over with Phase 2B, the balance of the detailed design.

FEE

OAC shall complete the above-described work for a fee not to exceed the following, which does not include reimbursable expenses and does not include sales tax:

Phase 2A (Hourly, NTE)	
Project Management	\$14,150
Master Planning	\$26,510
Site Civil	\$6,050
Geotechnical	\$55,660
Wetland Delineation (placeholder)	\$5,225
Cost Estimating	\$2,398
Total	\$109,993

If the parties agree to any additional services that are not included within the scope of work set out above, such additional services will be provided at the following rates with annual escalation, upon written approval from the County. Annual escalation of 5% will be applied January 1st of each year. Standard Rates are below and attached.

OAC

<u>Title/Role</u>	<u>2022 Rate</u>
VP, Principal	\$250
Project Director	\$210
Senior Architect	\$195
Architectural Designer	\$185
Project Controls Specialist	\$140
Senior Project Coordinator	\$140

Hennebery Eddy Architects

<u>Title/Role</u>	<u>Position</u>	<u>2022 Rate</u>
Principal	HEA 7 – HEA 9	\$ 195-290
Project Manager	HEA 4 – HEA 8	\$ 135-270
Project Architect	HEA 3 – HEA 7	\$ 120-240
Architect	HEA 3 – HEA 5	\$ 120-185
Historic Preservation Architect	HEA 3 – HEA 9	\$ 120-290
Historic Preservation Specialist	HEA 1 – HEA 5	\$ 95-185
Interior Designer	HEA 1 – HEA 7	\$ 95-240
Design Staff	HEA 1 – HEA 4	\$ 90-155
Administrative	HEA A	\$ 90

Schedule of Charges - 2022

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff

Staff 1 Scientist	\$ 120/hour
Staff 1 Engineer	\$ 127/hour
Staff 2 Scientist	\$ 138/hour
Staff 2 Engineer	\$ 145/hour
Staff 3 Scientist	\$ 158/hour
Staff 3 Engineer	\$ 164/hour
Scientist 1	\$ 182/hour
Engineer 1	\$ 188/hour
Scientist 2	\$ 188/hour
Engineer 2	\$ 193/hour
Senior Engineer/Scientist 1	\$ 210/hour
Senior Engineer/Scientist 2	\$ 231/hour
Associate	\$ 246/hour
Principal	\$ 266/hour
Senior Principal	\$ 293/hour

Technical Support Staff

Administrator 1	\$ 86/hour
Administrator 2	\$ 98/hour
Administrator 3	\$ 112/hour
CAD Technician	\$ 110/hour
CAD Designer	\$ 126/hour
CAD Design Coordinator	\$ 145/hour
GIS Analyst	\$ 145/hour
Senior GIS Analyst	\$ 160/hour
GIS Coordinator	\$ 180/hour
*Technician	\$ 93/hour
*Senior Technician	\$ 112/hour
*Lead Technician	\$ 120/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Sparging Field Test, per day	\$	100.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per day	\$	100.00
Asbestos Sample Kit	\$	25.00
Blastmate, per day	\$	100.00
D&M Sampler, per day	\$	80.00
DO (Dissolved Oxygen) Kit	\$	20.00
Dynamic Cone Penetrometer, per day	\$	40.00
E-Tape (Electric Tape), per day	\$	25.00
Field Data Acquisition Equipment	\$	50.00
Field Gear / Reconnaissance, per day	\$	50.00
Gas Detection Meters, per day	\$	100.00
Generator, per day	\$	100.00
Groundwater Pressure Transducer w/ Datalogger, per day	\$	50.00
Groundwater Pressure Transducer w/ Datalogger, per week	\$	200.00
Hand Auger, per day	\$	20.00
Inclinometer Probe, per day, 1/2 day minimum	\$	200.00
Interface Probe, per day	\$	50.00
Iron Test Kit	\$	20.00
Laser Level, per day	\$	50.00
Low Flow Groundwater Sampling Equipment, per day	\$	225.00
Multiparameter Water Quality Meter, per day	\$	80.00
Nuclear Density Gage, per hour, 1/2 day minimum	\$	10.00
Peristaltic Pump, per day	\$	50.00
pH Probe, per day	\$	15.00
PID, FID or OVA, per day	\$	100.00
Saximeter, per day	\$	50.00
Scuba Diving Gear, per day/per diver	\$	250.00
Shallow Soil Exploration Equipment, per day	\$	50.00
Soil Field Screening Equipment, per day	\$	15.00
Soil Sample Kit	\$	15.00
Steam Flow Meter, per day	\$	15.00
Strain Gauge Readout Equipment, per day	\$	50.00
Surface Water Flow Meter, per day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per day	\$	50.00
Turbidity Meter, per day	\$	30.00
Vehicle usage, per mile, or \$30/half-day, whichever is greater	\$	0.65

Specialized and miscellaneous field equipment, at current rates, list available upon request.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

Associated Project Costs (APC)

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges. These charges are labeled as Associated Project Costs (APC).

All rates are subject to change upon notification.

EXHIBIT C
Additional Terms
Attached behind this cover page.

Exhibit C – Additional Terms

In addition to the foregoing terms, during the performance of this Agreement, OAC, for itself, its assignees and successors in interest (herein referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to: Withholding of payments to the contractor under the contract until the contractor complies, and/or; Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

7. Indemnification

OAC Indemnity. Except for claims arising between the Client and the City of Port Angeles, OAC shall indemnify but not defend, the Client, their officers, officials, and employees from any and all third party claims liabilities, damages, losses or expenses (including, without limitation, attorneys' fees) to the extent arising out of or in connection with the OAC's and/or its subcontractor's negligent performance of this Agreement.

OAC Defense & Indemnity. To the extent of third party claims which arise out of the provision of services other than professional services, contractor shall defend and indemnify the Client, their, its officers, officials, and employees from any and all third party claims, liabilities, damages, losses or expenses (including, without limitation, attorneys' fees) to the extent arising out of the contractor's performance of this Agreement, except to the extent caused by the actions or inactions of third parties. This provision does not apply to claims arising between the Client and the City of Port Angeles.

OAC Title 51 Waiver. It is further expressly agreed that for purposes of the foregoing indemnity obligations, contractor waives its immunity from employees' claims under Industrial Insurance, Title 51 RCW, solely and exclusively for the purposes of effectuating this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section 7 shall survive expiration or termination of this Agreement.

County Indemnity. The County agrees to indemnify contractor, its officers, directors, shareholders, and employees from any and all third party claims, liabilities, damages, losses or expenses (including, without limitation, attorneys' fees, costs and/or claims from the City of Port Angeles) to the extent arising out of or in connection with the County's performance under this Agreement, except to the extent caused by the negligence of contractor or its subconsultants of any tier.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") between OAC SERVICES, INC., a Washington corporation (hereinafter referred to as "OAC") and CLALLAM COUNTY, a political subdivision of the State of Washington (hereinafter referred to as "Client") whose address is 223 E. 4th Street, Suite 12, Port Angeles, WA 98362, for the Project identified below.

This Agreement is incomplete without the following attachments:

- ✓ **Exhibit A (GENERAL CONDITIONS)**
- ✓ **Exhibit B (OAC SCOPE OF SERVICES AND FEE)**
- ✓ **Exhibit C (ADDITIONAL TERMS)**

By signing below, Client acknowledges receipt of the foregoing attachments and their incorporation herein as if fully set forth. This Agreement constitutes the entire agreement between the parties respecting its subject matter and supersedes all prior and contemporaneous commitments, negotiations, representations or agreements, whether written or oral, concerning its subject matter.

A. **PROJECT:**

Project Title: Clallam County & City of Port Angeles Joint Public Safety Facility

Project No. R18-200379.00

Project Address: To Be Determined

Project Description: Emergency Management Facility, 911 Dispatch Center, and Fire Station

- B. **SCOPE:** OAC will perform the services described in Exhibit B (the "Services"). Client will pay for such Services as described in this Agreement, including Exhibits A and B. Additional Services will be performed at OAC's then-current hourly rates, subject to the written agreement of both parties' authorized representatives. OAC's hourly rates are subject to an annual escalation with written notice to Client.
- C. **COMPENSATION:** The Services, described above, will be compensated by Client at OAC's current hourly rates up to a Not to Exceed ("NTE") price of \$109,993. If compensation is NTE, OAC will acquire written authorization from the Client prior to proceeding with additional services at OAC's then-current hourly rates on a time and expense basis or an alternative negotiated fee. Fixed Fee arrangements shall be compensated as set forth in Exhibit B.
- D. **SCHEDULE:** OAC's performance assumes the following schedule: The term set forth in Exhibit B.
- E. **AGREEMENT TERM:** This Agreement shall be effective upon OAC's receipt of this fully-executed Agreement and shall terminate not later than twenty-four (24) months thereafter (the "Term"), unless extended by written agreement.
- F. **TERMS:** In addition to the foregoing, the Parties hereby agree to the following terms:
- (1) *Additional Terms.* The parties hereby incorporate the additional terms contained in Exhibits A, B and C set forth below, as if incorporated herein in full.
 - (2) All terms, conditions and obligations of the Agreement remain in full force and effect except as expressly modified by a fully executed change order.

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Each individual executing this Agreement on behalf of a Party warrants that he or she is authorized to bind such Party to this Agreement and its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the latter date written below.

OAC Services Inc.

Clallam County

Todd Thiel

Mark Ozias

By: _____

By: _____

Title: Principal

Title: Chairperson,
Clallam County Board of Commissioners

Date: _____

Date: _____

Approved as to Form:

Clallam County

Insert Name.

By: _____

Title: _____

Date: _____

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EXHIBIT A
GENERAL CONDITIONS
Attached behind this cover page.

EXHIBIT A

GENERAL CONDITIONS

1. AGREEMENT

These GENERAL CONDITIONS are incorporated into and made part of the Agreement between OAC and the Client for the Project which, together with the exhibits incorporated on the first page hereof, are collectively referred to herein as "this Agreement." The titles and headings of this Agreement are nonbinding.

2. EXECUTION

Unless expressly provided otherwise, execution shall constitute OAC's authorization to proceed. The Parties agree that a photocopy or other signed copy of this Agreement is as effective as the original. The Parties also agree that this Agreement may be signed in counterparts. The Parties further agree that, for the purposes of executing this Agreement and any amendments thereto, either party, or both parties, may execute using an electronic signature authenticated using OAC's then current electronic signature systems and procedures. Both parties intend that such electronic signatures shall be considered original signatures and binding for all purposes.

3. PAYMENT

OAC will bill for performance of the Services monthly. Client will pay all charges net 30 days. OAC will charge Client interest on all past due balances at a rate of 1.5% per month. The Client shall provide payment for OAC's invoiced amount.

To the extent OAC is called upon to respond to subpoena or other legal proceedings to which OAC is not a named party, OAC will invoice Client at 1.5 times its hourly rates.

OAC may contract with subconsultants in performing the Services. Subconsultant invoices will be marked up at cost plus 10%.

OAC will bill all reimbursable expenses with a markup of 8%. Reimbursable expenses include items such as mileage and travel expenses, reproduction and photographic reproduction

4. CHANGED CONDITIONS

This Agreement may be supplemented, amended or revised only by way of an instrument signed by both parties. Should conditions affect OAC's level of effort and/or time required change, OAC will notify Client and will, as appropriate, propose an equitable adjustment to fee and/or schedule.

5. INDEPENDENT CONTRACTOR

OAC is and will be at all times during the term of this Agreement an independent contractor and not an employee, joint venture partner, fiduciary, or associate of Client. To avoid miscommunications, all parties agree that the Client shall have sole authority to direct OAC and request additional services under this Agreement. In performing its Services, OAC is entitled to rely on the accuracy and completeness of information supplied by or through the Client.

OAC endeavors to provide continuity of services. Therefore, to the fullest extent permitted by law, Client agrees not to invite, encourage or otherwise solicit OAC employees to leave OAC's employ during the term of this Agreement and for a period of one-year thereafter.

6. TERMINATION

- a) **Termination without cause** – Any party may terminate this Agreement without cause and without liability upon seven (7) days written notice to the other of its intent to terminate without cause. The parties will deal with each other in good faith during the seven (7) day period. The Client will compensate OAC for services performed and reimbursable expenses incurred through the date of termination upon receipt of OAC's invoice.

- b) **Termination with cause** - Any party may terminate this agreement for cause effective immediately upon giving written notice of termination for cause, provided the Party has first given the other written notice of the default and a reasonable opportunity to cure. Substantial breach of a material term of this Agreement, including failure to pay a progress payment when due, constitutes cause.
- c) **Suspension of project** – To the extent the Client suspends OAC's services under this Agreement for a period of more than 30 days, Client shall compensate OAC for the services rendered prior to the suspension and, upon resumption or termination of OAC's services, Client shall compensate OAC for the costs incurred associated with the suspension and resumption. OAC endeavors to minimize such costs and therefore may, without liability and at its sole discretion, reallocate its resources including employees assigned to the Project to minimize the losses associated with the suspension.

7. INSURANCE

OAC will maintain the following standard insurance coverage and limits during performance of the services:

- a) Workers Compensation: as required by applicable statute.
- b) Commercial General Liability: \$1,000,000 per occurrence for bodily injury, including death, and property damage, and \$2,000,000 in the aggregate.
- c) Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- d) Professional liability: \$3,000,000 per claim and \$5,000,000 in aggregate.
OAC waives all claims for damages against Client to the extent that the damages are covered by insurance carried by or for the benefit of OAC. Client waives all claims for damages against OAC to the extent that the damages are covered by insurance carried by or for the benefit of the Client. Provided, however, that the foregoing waivers shall not apply to the extent that waiver of subrogation is expressly prohibited by the applicable insurance policy.
- e) Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII
- f) OAC shall furnish the Client with certificates evidencing insurance and name the Client as additional insureds, and such certificates shall evidence the insurance requirements of OAC before commencement of the work.
- g) OAC shall provide the Client with written notice of any policy cancellation within ten business days of their receipt of such notice.
- h) Failure on the part of OAC to maintain the insurance as required shall constitute a material breach of contract, upon which the Client may, after giving fifteen business 14 days notice to OAC to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Client on demand, or at the sole discretion of the Client, offset against funds due OAC from the Client.

8. OWNERSHIP OF DOCUMENTS AND LICENSE

Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature. The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

Upon completion of the Services, all documents, exhibits, digital photos, or other technical data produced by OAC and provided pursuant to this Agreement, with the exception of pre-existing intellectual property or standard details and specifications regularly used by OAC in its normal course of business, shall, upon

payment of all amounts rightfully owed by the Client to OAC, become the property of the Client, for use on the project which is the subject of this Agreement without representation as to suitability for other uses. The Client and OAC each have unlimited rights in technical data produced pursuant to this Agreement. However, any alteration of the documents or technical data, including use of the whole or part of the documents and not the whole, by the Client or by others acting through or on behalf of the Client, for purposes outside the scope of this Agreement, will be at the Client's sole risk and Client shall indemnify, defend and hold OAC harmless from any and all claims, injuries, damages, losses or expenses (including, without limitation, attorneys' fees) to the extent arising out of a use in violation of this Agreement.

9. SITE VISITS/OBSERVATIONS/SAFETY

If the Services include construction observation, OAC will visit the project site at appropriate intervals to become generally familiar with the progress and quality of the construction work being performed by the Client's general contractor (the "Contractor") and to determine if the construction work is proceeding in general accordance with the Contract Documents. OAC is not responsible for construction means, methods, techniques, sequences or procedures or for safety programs or precautions in connection with the Contractor's construction work. OAC will endeavor to keep Client informed. OAC is not responsible for the Contractor's or any third party's acts, errors, or omissions or failure to perform the construction work in accordance with the Contract Documents.

If the Services include construction management, Client acknowledges that OAC is not the controlling contractor and that overall control of the work site and site safety practices rests with the Contractor. If requested as part of its Services, OAC will review safety programs developed by the Contractor for purposes of coordinating its safety program with those of the others performing work on the Project. OAC's review and coordination shall not create liability for nor extend to OAC control over or charge of the acts or omissions of the Contractor, subcontractors, or agents or employees of them, or of any other persons performing portions of work. OAC will remain responsible for its employees on the jobsite.

If the Services include evaluations or constructability reviews of design documents prepared by others, OAC's review is in its capacity as Client's adviser and not as a design professional. Such reviews shall not include services which constitute the practice of architecture or engineering and do not relieve the authoring design professional of its responsibilities for delivering a complete and accurate design.

10. DISPUTE RESOLUTION

Any claim or dispute between the Client and OAC arising under or related to this Agreement (including, without limitation, the enforceability of this Agreement) that is not resolved by direct discussions is subject to mediation as a condition precedent to litigation. Unless the parties subsequently agree otherwise in writing, the mediation will be conducted by a mediator agreed upon by the parties. Any claim or dispute that is not resolved by mediation may be resolved by the aggrieved party bringing an action in equity or at law in a court of competent jurisdiction. Any claim or cause of action between the parties arising under, or related to this Agreement shall be brought within three (3) years of the date on which the claim or cause is discovered, or should have reasonably been discovered, and will thereafter be barred, provided that nothing herein shall be construed to extend the applicable statute of limitations.

11. NO THIRD PARTY BENEFICIARIES/NO ASSIGNMENT

Nothing contained in this Agreement shall create a contract relationship with a third party or a cause of action in favor of a third party against the Client or OAC. There are no intended third-party beneficiaries of this Agreement. Neither the Client nor OAC may assign this Agreement or any rights or obligations arising under this Agreement, either during or after performance, without the written consent of the other party. Consent may be withheld for any reason or arbitrarily. Any purported assignment in contravention of this prohibition is void. Client reserves the right to an assignment of OAC's subconsultant agreements including, without limitation, the geotechnical consultant's contract.

12. NON-WAIVER

The failure of either party to exercise any of its rights under this Agreement for a breach thereof is not deemed a waiver of any subsequent breach.

13. FORCE MAJEURE

OAC shall not be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

14. SEVERABILITY AND SURVIVAL

If any provision stated in this Agreement is held unenforceable, all remaining provisions will continue in full force and effect. Paragraphs 8, 10, 11, 12, 15 and 16 of this Agreement will survive completion of performance or the earlier termination of this Agreement.

15. VENUE

This Agreement shall be governed by the laws of the State of Washington; venue shall be in Clallam County, Washington.

16. LIMITATION OF LIABILITY

The Client agrees to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that the Client may recover against OAC (together with its owners, officers, directors, employees and consultants) to the following: the amount of proceeds available, up to a limit of \$1,000,000, at the time the damages and/or costs are paid, under OAC's insurance policy or policies applicable to the claim being made by the Client or \$1,000,000, whichever is greater. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional errors or omissions, professional malpractice, indemnity or contribution, breach of contract, and breach of expressed or implied warranty and strict liability. Notwithstanding anything to the contrary herein, this limitation applies only to the scope of work performed by OAC's geotechnical subcontractor(s) set forth in Exhibit B, hereof and shall not apply to other scope or future change orders (if any).

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EXHIBIT B
OAC SCOPE OF SERVICES AND FEE
Attached behind this cover page.

EXHIBIT "B"

PROJECT DESCRIPTION

CLALLAM COUNTY AND CITY OF PORT ANGELES

JOINT PUBLIC SAFETY FACILITY

EMERGENCY OPERATIONS CENTER / 911 DISPATCH / FIRE STATION

PHASE 2A DESIGN SERVICES

July 19, 2022

INTRODUCTION

Clallam County (County) has requested OAC Services, Inc. (OAC) prepare a scope of work and fee estimate for Phase 2A of design services associated with construction of a new Emergency Operations Center (EOC), 911 Dispatch Center, and Fire Station. The County will design and construct a roughly twenty thousand square-foot Joint Public Safety Facility (JPSF) at a site to be determined from this phase of work. The City of Port Angeles (City) will play a critical role in supporting the design and configurations of the 911 Dispatch Center and Fire Station. Both the existing EOC and 911 Dispatch are nearing the end of their useful service with respect to size/space and growth capacity. The fire station will add service and decrease response times to the western part of the city. Phase 2A design work will address master planning of the site, site civil design, geotechnical investigations, wetland delineation, and updated construction cost estimates, all necessary first steps in the design process. Our team members include Hennebery Eddy Architects, Zenovic & Associates, GeoEngineers, and Roen Associates, respectively. The areas of study addressed by this Master Planning effort are:

- Planning/Zoning analysis of the project property to establish high-level criteria for the JPSF placement on the site and associated geotechnical site work.
- Verification of County and City facilities on-site – specifically if any of these components should be rearranged from the October 2020 Pre-Design Report layout.
- Master planning design studies to assist in discussions/decision-making with the County.
- Master planning site design and documentation.

Following completion of this Phase 2A scope of work, the balance of the facility detailed design may be completed as a contract modification under a Phase 2B.

The facility will be designed and constructed as a resilient and durable building. It will provide the County and City an essential facility to conduct emergency operations in support of its citizens and constituent jurisdictions when this need arises. During times when the EOC is not activated, the EOC will be designed for flexible use including the hosting of training events, simulation exercises, and for potential use as a business teleconference facility. It will provide the City an essential facility for a larger 911 Dispatch Center serving a large area across the northern peninsula as well as a west side fire station. The building is proposed to consist of a single story with a mechanical penthouse. The estimated construction cost for the building is \$10.36 Million in 2021 dollars. As an essential facility, the building and supporting infrastructure will be designed to Risk Category IV requirements, providing the ability to be immediately operational after a disaster event, allowing for County and City continuity of operations.

In Phase 1, a pre-design report of an initial conceptual design for a combined EOC/911 Center/Fire Station proposed to be located at 2417 W 19th Street was completed by OAC and documented in the Joint Public Safety Building Pre-Design Report dated October 2020 (Report). This report is the basis for the scope of work identified here. The work is further described below.

(A) SCOPE OF SERVICES:

Included in this scope of work are the anticipated assumptions and exclusions. The noted scope includes Phase 2A design consisting of project management, master planning, civil engineering, and geotechnical engineering services.

OAC will provide overall management of the Phase 2A design of the project. During this phase, our services will include master planning of the site considering relocating or rearranging the three 'modules' as noted in the Report. In the Report, the EOC is planned for the east side of the property.

Master planning efforts will include consultation with the County and City to gather input and needs associated with siting the building on the property. Additionally, land use analysis will be completed including coordination of zoning constraints, limits, and permissions, to be addressed with the County planning department and other departments as required. Additional detail is provided below:

1. **Planning/Zoning Documentation** services consisting of preparing a high-level planning/zoning analysis and summary documentation for use in preparation of a summary report. The planning/zoning analysis will include high-level criteria to support master planning of the general building and site work placement.
2. **Master Planning** services consisting of design and documentation for a two-step process with the County and City.
 - Step 1: Provide up to two (2) conceptual master plan site sketches showing general potential JPSF and site locations within the property for discussion with the County and City to determine their preferred option.
 - Step 2: Develop the preferred option to a level that meets established planning/zoning criteria.

This phase includes two virtual meetings with the County, and City as required, to review conceptual master plan options and the preferred master plan design. This phase also includes meeting preparation time and ongoing informal coordination with the County and City.

The proposed Master Planning will essentially provide the County the ability to shape how the subject property should be arranged so it retains the best potential use for both the County and City. With a master plan determined, the scheduling of site development can be more flexible and more predictable in how it will occur. The master plan will allow for a more predictable and more effective development of the site, reducing operational impacts for potential phased construction and identifying possible efficiencies for layout and associated infrastructure. Two initial site plan configurations will be developed with one selected for refinement to become the basis of schematic design.

The geotechnical investigation will include a preliminary screening of up to four (4) sites, selected by the County. Review of existing publicly available geotechnical data, including hazard maps, will be the basis for screening. A site visit to observe existing conditions will be conducted and a report with recommended final site selection will be developed. Once the preferred site is determined, site exploration of multiple locations around the preferred site and a full geotechnical report of the site addressing soil properties, seismic parameters, and structural design criteria for foundations among other elements, will be completed. Site exploration will consist of typical deep drilled borings. An infiltration study will be conducted in Phase 2B after the site is determined to be suitable and selected for development.

A high-level wetland delineation will be performed to understand constraints of the preferred site. The delineation efforts will include a review of previously published data, a site visit to assess wetland boundaries and stream ordinary high water, and a report summarizing the high-level findings.

The cost estimate developed in the Report will be updated to reflect current industry information on construction costs. Construction is anticipated to start in Q2 or Q3 of 2023.

DELIVERABLES:

The following deliverables will be submitted:

- Phase 2A Summary Report (8.5x11 – PDF)
 - Includes Planning/Zoning and Master Plan Design Summary
- Master Site Plan (11x17 – PDF)
 - Preferred Option (basic site components, locations, access points/circulation, and proposed property lease line).
- Geotechnical Report (8.5x11 – PDF)
- Wetland Memo (8.5x11 – PDF)
- Updated Cost Estimate (8.5x11 – PDF)

ASSUMPTIONS:

General

- The scope of work noted will produce design criteria to be used in Phase 2B, the balance of the detailed design. Phase 2B, may follow as an amendment to this scope of work.
- Digital photography will be an acceptable form of photo documentation of the project.
- County will provide OAC all available existing site information.
- OAC will attend (2) two virtual engagement meetings with the County, including the City as required. Each meeting will be scheduled for (2) two hours, not including preparation and follow up. Additional meetings can be arranged in accordance with our standard rate sheet.
- (1) One round of review comments will be anticipated following the development of (2) two site sketches. All comments will be compiled by the County team prior to delivery to OAC. No comments are anticipated following the refinement of the preferred site plan.
- OAC will generate meeting minutes for each of the engagement meetings, documenting items such as decisions made, action items, etc.
- Schedule is based on readily available participation of County Planning departments to address questions and provide clarification on Land Use elements.
- The facility design is predicated on information developed by OAC in the Report.
- LEED certification requirements or goals for this project, if applicable, will be identified during Phase 2B.
- Only services noted within this scope of work are included.
- No permitting is required for the geotechnical exploration phase on site.
- Additional services or design efforts beyond this scope of work can be negotiated per the general rate schedule effective at the time of the request.

Architectural

- Land Use Analysis will include zoning, infrastructure, and major site work requirements.
- The planning/zoning analysis will be high level, and as such, does not include detailed information or information related to planning review processes. These may be included as an Additional Service, if needed; or may become part of Phase 2B.

- We have assumed no formal meetings with the jurisdiction will be required. As such, time for jurisdiction meeting preparation and participation is beyond this scope of work.

Civil

- Attend 2 remote (video conference) team design meetings.
- Refined site plan to be final Conceptual site plan for use in Schematic Design under Phase 2B.
- Final Conceptual site plan to include location of building, parking and access, utility locations, stormwater mitigation facilities and conveyance system, sized based upon information noted in the Report.
- Preliminary sizing of stormwater facilities based on assumed soil conditions from available soil reports for the area. Sizing may be adjusted based on results of onsite soil testing by others.
- Final sizing of utilities to be completed in Phase 2B.

Geotechnical

- Review readily available published geologic data and our relevant in-house files for existing information on subsurface conditions in the project vicinity.
- Coordinate preliminary locations for explorations with Clallam County staff and contact the “One-Call” Utility Notification Center, as required by Washington State law. OAC team representatives will delineate and mark the exploration dig area and GeoEngineers will submit the One-Call ticket. We also understand an onsite utility locate will be performed to locate and identify all onsite utilities. GeoEngineers will not be liable for damage to underground utilities that are not marked during the utility locating process.
- During site screening, explore shallow subsurface conditions utilizing handheld tools as required to aid understanding of the existing near surface geotechnical conditions.
- Explore subsurface conditions by advancing up to six borings for a total of 150 lineal feet of drilling using subcontracted equipment and operator. If consistently dense soil conditions are encountered, we plan to terminate borings at shallower depths. Our field representative will continuously monitor the drilling activities, maintain a log of subsurface conditions, and collect representative soil samples generally at 2.5- to 5-foot intervals.
- Based on the results of our explorations, provide an email discussing geotechnical feasibility of the proposed development. We will discuss suitability of the site for shallow foundations, clearing/stripping considerations, earthwork and suitability of soil for re-use on site and other issues that may be relevant to feasibility.
- Conduct geotechnical laboratory testing on selected soil samples. We anticipate laboratory testing will include particle size gradation analyses and moisture content determinations.
- Provide geotechnical seismic design information in accordance with 2018 International Building Code (IBC) criteria and discuss our opinion on the potential for surface rupture, liquefaction and lateral spreading at the site. We have not budgeted to complete a quantitative liquefaction and lateral spreading analysis. Should the initial screening determine this to be necessary, the analysis will be performed as additional services.
- Provide recommendations for site preparation and earthwork. We will discuss temporary erosion and sedimentation controls, temporary and permanent cut slopes, fill placement and compaction requirements, wet weather considerations, groundwater handling and site drainage.
- Provide recommendations for shallow spread footing design, including foundation bearing surface preparation, allowable soil bearing pressure, lateral resistance values and estimates of settlement.
- Provide design considerations for slab-on-grade design, including subgrade preparation, modulus of subgrade reaction and capillary break thickness and materials.
- Provide recommended active, passive and at-rest lateral earth pressures for retaining walls and below-

grade structures. We will also provide recommendations for seismic surcharge pressures and drainage criteria.

- Provide a discussion of suitability of site soils for stormwater infiltration, including preliminary estimates of long-term design infiltration rates based on laboratory sieve analysis results and the criteria described in the SWMMWW. Depending on the soil conditions observed and the infiltration facilities planned, these preliminary estimates may not be suitable for design; additional testing may be required to verify estimated rates for design.
- Provide layer thickness recommendations for asphalt concrete pavement (ACP) and Portland cement concrete pavement (PCCP) design sections, including subgrade preparation. We will include typical pavement sections for heavy and light traffic areas based on our experience.
- Prepare a written geotechnical report presenting our findings, conclusions, and recommendations. Our report will include a project site plan showing approximate locations of explorations, summary exploration logs, laboratory test results and appropriate engineering figures.

Wetland Delineation

- Site access will be provided
- Project description will be provided by Client
- Field work assumed to be completed in a single
- Wetland memo will be suitable for master planning only. Future efforts may be required for permitting.
- Final scope and assumptions to be determined following selection of preferred site. Scope and fee to be amended as required based on preferred site-specific needs.
- Fee estimate provide is a placeholder.

SCHEDULE:

The following is a conceptual schedule to be modified or adjusted with input from the County.

Initial Notice to Proceed (NTP)	Week of August 1 st
Initial Site Screening & Summary Report	4 Weeks after NTP
Geotechnical Exploration	8 Weeks after NTP
Geotechnical Report	4 Weeks after Geotechnical Exploration
Phase 2A Master Planning Summary Report	6 Weeks after Initial Site Screening
Wetland Memo	6 Weeks after Initial Site Screening

For scheduling, geotechnical investigations and wetland delineations may be independent of the master planning effort and may have schedule cross over with Phase 2B, the balance of the detailed design.

FEE

OAC shall complete the above-described work for a fee not to exceed the following, which does not include reimbursable expenses and does not include sales tax:

Phase 2A (Hourly, NTE)	
Project Management	\$14,150
Master Planning	\$26,510
Site Civil	\$6,050
Geotechnical	\$55,660
Wetland Delineation (placeholder)	\$5,225
Cost Estimating	\$2,398
Total	\$109,993

If the parties agree to any additional services that are not included within the scope of work set out above, such additional services will be provided at the following rates with annual escalation, upon written approval from the County. Annual escalation of 5% will be applied January 1st of each year. Standard Rates are below and attached.

OAC

<u>Title/Role</u>	<u>2022 Rate</u>
VP, Principal	\$250
Project Director	\$210
Senior Architect	\$195
Architectural Designer	\$185
Project Controls Specialist	\$140
Senior Project Coordinator	\$140

Hennebery Eddy Architects

<u>Title/Role</u>	<u>Position</u>	<u>2022 Rate</u>
Principal	HEA 7 – HEA 9	\$ 195-290
Project Manager	HEA 4 – HEA 8	\$ 135-270
Project Architect	HEA 3 – HEA 7	\$ 120-240
Architect	HEA 3 – HEA 5	\$ 120-185
Historic Preservation Architect	HEA 3 – HEA 9	\$ 120-290
Historic Preservation Specialist	HEA 1 – HEA 5	\$ 95-185
Interior Designer	HEA 1 – HEA 7	\$ 95-240
Design Staff	HEA 1 – HEA 4	\$ 90-155
Administrative	HEA A	\$ 90

Schedule of Charges - 2022

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff

Staff 1 Scientist	\$ 120/hour
Staff 1 Engineer	\$ 127/hour
Staff 2 Scientist	\$ 138/hour
Staff 2 Engineer	\$ 145/hour
Staff 3 Scientist	\$ 158/hour
Staff 3 Engineer	\$ 164/hour
Scientist 1	\$ 182/hour
Engineer 1	\$ 188/hour
Scientist 2	\$ 188/hour
Engineer 2	\$ 193/hour
Senior Engineer/Scientist 1	\$ 210/hour
Senior Engineer/Scientist 2	\$ 231/hour
Associate	\$ 246/hour
Principal	\$ 266/hour
Senior Principal	\$ 293/hour

Technical Support Staff

Administrator 1	\$ 86/hour
Administrator 2	\$ 98/hour
Administrator 3	\$ 112/hour
CAD Technician	\$ 110/hour
CAD Designer	\$ 126/hour
CAD Design Coordinator	\$ 145/hour
GIS Analyst	\$ 145/hour
Senior GIS Analyst	\$ 160/hour
GIS Coordinator	\$ 180/hour
*Technician	\$ 93/hour
*Senior Technician	\$ 112/hour
*Lead Technician	\$ 120/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Sparging Field Test, per day	\$	100.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per day	\$	100.00
Asbestos Sample Kit	\$	25.00
Blastmate, per day	\$	100.00
D&M Sampler, per day	\$	80.00
DO (Dissolved Oxygen) Kit	\$	20.00
Dynamic Cone Penetrometer, per day	\$	40.00
E-Tape (Electric Tape), per day	\$	25.00
Field Data Acquisition Equipment	\$	50.00
Field Gear / Reconnaissance, per day	\$	50.00
Gas Detection Meters, per day	\$	100.00
Generator, per day	\$	100.00
Groundwater Pressure Transducer w/ Datalogger, per day	\$	50.00
Groundwater Pressure Transducer w/ Datalogger, per week	\$	200.00
Hand Auger, per day	\$	20.00
Inclinometer Probe, per day, 1/2 day minimum	\$	200.00
Interface Probe, per day	\$	50.00
Iron Test Kit	\$	20.00
Laser Level, per day	\$	50.00
Low Flow Groundwater Sampling Equipment, per day	\$	225.00
Multiparameter Water Quality Meter, per day	\$	80.00
Nuclear Density Gage, per hour, 1/2 day minimum	\$	10.00
Peristaltic Pump, per day	\$	50.00
pH Probe, per day	\$	15.00
PID, FID or OVA, per day	\$	100.00
Saximeter, per day	\$	50.00
Scuba Diving Gear, per day/per diver	\$	250.00
Shallow Soil Exploration Equipment, per day	\$	50.00
Soil Field Screening Equipment, per day	\$	15.00
Soil Sample Kit	\$	15.00
Steam Flow Meter, per day	\$	15.00
Strain Gauge Readout Equipment, per day	\$	50.00
Surface Water Flow Meter, per day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per day	\$	50.00
Turbidity Meter, per day	\$	30.00
Vehicle usage, per mile, or \$30/half-day, whichever is greater	\$	0.65

Specialized and miscellaneous field equipment, at current rates, list available upon request.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

Associated Project Costs (APC)

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges. These charges are labeled as Associated Project Costs (APC).

All rates are subject to change upon notification.

EXHIBIT C
Additional Terms
Attached behind this cover page.

Exhibit C – Additional Terms

In addition to the foregoing terms, during the performance of this Agreement, OAC, for itself, its assignees and successors in interest (herein referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to: Withholding of payments to the contractor under the contract until the contractor complies, and/or; Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

7. Indemnification.

OAC Indemnity. Except for claims arising between the Client and the City of Port Angeles, OAC shall indemnify but not defend, the Client, their officers, officials, and employees from any and all third party claims liabilities, damages, losses or expenses (including, without limitation, attorneys' fees) to the extent arising out of or in connection with the OAC's and/or its subcontractor's negligent performance of this Agreement.

OAC Defense & Indemnity. To the extent of third party claims which arise out of the provision of services other than professional services, contractor shall defend and indemnify the Client, their, its officers, officials, and employees from any and all third party claims, liabilities, damages, losses or expenses (including, without limitation, attorneys' fees) to the extent arising out of the contractor's performance of this Agreement, except to the extent caused by the actions or inactions of third parties. This provision does not apply to claims arising between the Client and the City of Port Angeles.

OAC Title 51 Waiver. It is further expressly agreed that for purposes of the foregoing indemnity obligations, contractor waives its immunity from employees' claims under Industrial Insurance, Title 51 RCW, solely and exclusively for the purposes of effectuating this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section 7 shall survive expiration or termination of this Agreement.

County Indemnity. The County agrees to indemnify contractor, its officers, directors, shareholders, and employees from any and all third party claims, liabilities, damages, losses or expenses (including, without limitation, attorneys' fees, costs and/or claims from the City of Port Angeles) to the extent arising out of or in connection with the County's performance under this Agreement, except to the extent caused by the negligence of contractor or its subconsultants of any tier.

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AGENDA ITEM SUMMARY

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

3a
7/26/22

Department: Public Works

WORK SESSION ☐ **Meeting Date**

REGULAR AGENDA ☒ **Meeting Date: 07/26/2022**

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

Item summary:

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

Executive summary:

This item is the recommendation to award the contract for the Village Lane Sewer Main Extension project in Carlsborg.

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 project is budgeted.

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

It is recommended that the Commissioners award the contract to C & J Excavating, Inc., of Carlsborg, Washington at their bid price of \$198,954.40, including tax. We also recommend that you authorize execution of the contracts by the Chair of the Board once the Contractor has approved & signed the contracts and returned them with proof of insurance and U.B.I. certification.

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

Name of Employee/Stakeholder attending meeting: Joe Donisi & Nick Dostie

Relevant Departments: Public Works

Date submitted: 07/20/2022

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



Clallam County Public Works Department

223 E. Fourth St., Suite 6

Port Angeles, WA 98362-3000

360-417-2379 Fax: 360-417-2513 E-mail: roads@co.clallam.wa.us

July 20, 2022

Honorable Board of Clallam County Commissioners
Clallam County Courthouse
223 E. Fourth St., Suite 4
Port Angeles, WA 98362

Re: Bid Award – Village Lane Sewer Main Project- Carlsborg, CSP #2

Commissioners:

Yesterday, July 19, 2022, the Board of Commissioners opened bids for the Village Lane Sewer Main Project – Carlsborg, CSP #2. The lowest responsible bidder for this project was C & J Excavating, Inc. of Carlsborg, Washington. A bid tabulation sheet is attached showing the results of that bid opening.

We recommend award of this contract to C & J Excavating, Inc. at their total bid price of \$198,954.40, including tax. We also recommend that you authorize execution of the contracts by the Chair of the Board once the Contractor has approved and signed the contracts and returned them with the required proof of insurance and U.B.I. certification.

Thank you for your consideration regarding this matter.

Sincerely,

A handwritten signature in blue ink that reads "Joe Donisi".

Joe Donisi, P.E.
County Engineer

() APPROVED
() DISAPPROVED

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Date: _____

BID TABULATION SHEET - Village Lane Sewer Main Extension- Carlsborg, CSP #2 - BID OPENING: July 19, 2022

				C&J EXCAVATING, INC. P.O. BOX 430 CARLSBORG, WA 98324 360-683-7741		SETON CONST., INC. 4640 S. DISCOVERY RD. PT TOWNSEND, WA 98368 360-385-0213		ENGINEER'S ESTIMATE	
ITEM NO.	APR QTY	UNIT	DESCRIPTION	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
1	1	LS	MOBILIZATION	\$6,092.14	\$6,092.14	\$20,000.00	\$20,000.00	\$22,000.00	\$22,000.00
2	0.07	AC	CLEAR AND GRUB	\$40,042.86	\$2,803.00	\$77,000.00	\$5,390.00	\$50,000.00	\$3,500.00
3	1	EST	RESIDENTIAL RESTORATION	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	1	LS	SPCC PLAN	\$500.00	\$500.00	\$600.00	\$600.00	\$1,200.00	\$1,200.00
5	1	LS	PROJECT TEMPORARY TRAFFIC CONTROL	\$500.00	\$500.00	\$6,225.00	\$6,225.00	\$15,000.00	\$15,000.00
6	1	LS	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	\$2,000.00	\$2,000.00	\$12,200.00	\$12,200.00	\$1,500.00	\$1,500.00
7	700	CY	STRUCTURE EXCAVATION CLASS B INCLUDING HAUL	\$45.50	\$31,850.00	\$25.50	\$17,850.00	\$30.00	\$21,000.00
8	5470	SF	SHORING OR EXTRA EXCAVATION CLASS B	\$1.00	\$5,470.00	\$1.20	\$6,564.00	\$1.50	\$8,205.00
9	210	CY	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	\$45.50	\$9,555.00	\$49.00	\$10,290.00	\$20.00	\$4,200.00
10	5	EA	TYPE 1 MANHOLE - 48" DIA..	\$6,798.19	\$33,990.95	\$7,600.00	\$38,000.00	\$5,000.00	\$25,000.00
11	728	LF	8" DIA. SDR 35 D3034 GASKETED PVC	\$44.54	\$32,425.12	\$81.00	\$58,968.00	\$50.00	\$36,400.00
12	70	LF	6" DIA. SDR 35 D3034 GASKETED PVC	\$109.51	\$7,665.70	\$223.00	\$15,610.00	\$550.00	\$38,500.00
13	1	LS	COMMERCIAL HMA FOR TRAIL PATCH	\$2,000.00	\$2,000.00	\$3,400.00	\$3,400.00	\$1,000.00	\$1,000.00
14	55	CY	CRUSHED SURFACING BASE COURSE	\$52.95	\$2,912.25	\$74.00	\$4,070.00	\$40.00	\$2,200.00

BID TABULATION SHEET - Village Lane Sewer Main Extension- Carlsborg, CSP #2 - BID OPENING: July 19, 2022

				C&J EXCAVATING, INC. P.O. BOX 430 CARLSBORG, WA 98324 360-683-7741		SETON CONST., INC. 4640 S. DISCOVERY RD. PT TOWNSEND, WA 98368 360-385-0213		ENGINEER'S ESTIMATE	
ITEM NO.	APR QTY	UNIT	DESCRIPTION	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
15	555	CY	SELECT BORROW FOR TRENCH BACKFILL INCLUDING HAUL	\$42.11	\$23,371.05	\$43.00	\$23,865.00	\$30.00	\$16,650.00
16	210	CY	SELECT BORROW FOR UNSUITABLE FOUNDATION EXCAV. INCL. HAUL	\$42.11	\$8,843.10	\$56.00	\$11,760.00	\$30.00	\$6,300.00
17	55	CY	TOP SOIL TYPE B	\$58.29	\$3,205.95	\$62.00	\$3,410.00	\$100.00	\$5,500.00
18	0.03	AC	SEEDING AND MULCHING	\$49,833.33	\$1,495.00	\$71,000.00	\$2,130.00	\$50,000.00	\$1,500.00
19	16	HRS	LABOR FOR ROAD SIDE CLEANUP	\$100.00	\$1,600.00	\$115.00	\$1,840.00	\$125.00	\$2,000.00
20	16	HRS	MACHINERY FOR ROAD SIDE CLEANUP	\$120.00	\$1,920.00	\$170.00	\$2,720.00	\$155.00	\$2,480.00
			SALES TAX (8.6%)		\$15,755.14		\$21,490.71		\$18,845.61
			TOTAL		\$198,954.40		\$271,382.71		\$237,980.61



AGENDA ITEM SUMMARY

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

42
7/26/22

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 7-26-22

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 July 26, 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 – Operations

- Reimbursement from FY2019 Operation Stonegarden Grant for patrol overtime and grant coordinator regular time related to grant activities for the months of December 2021 – March 2022/\$48,003
- Receipt of State funding from FY2022-2023 Registered Sex Offender Address and Residency Verification Program that will be spent in FY2022. The remainder will be received and spent in FY2023/\$22,674

Juvenile Services – Additional funding for FY2020-2021 plus funding received for FY2022-2023 to help support 1 FTE for SCRC/Ancillary Therapeutic Services/\$37,971

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



BUDGET RESOLUTION _____, 2022

ADOPTING A SUPPLEMENTAL BUDGET FOR DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

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

Sheriff – Operations

- Reimbursement from FY2019 Operation Stonegarden Grant for patrol overtime and grant coordinator regular time related to grant activities for the months of December 2021 – March 2022/\$48,003
- Receipt of State funding from FY2022-2023 Registered Sex Offender Address and Residency Verification Program that will be spend in FY2022. The remainder will be received and spent in FY2023/\$22,674

Juvenile Services – Additional funding for FY2020-2021 plus funding received for FY2022-2023 to help support 1 FTE for SCRC/Ancillary Therapeutic Services/\$37,971

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

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

PASSED AND ADOPTED this 26th day of July 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Bill Peach

c: Budget Director
Treasurer
Affected Department(s)

JUN 30 2022



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 06/30/22 ✓

Budget Hearing/Meeting Date: 07/26/22 ✓

- ☒ **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 revisions within departments
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.811 ✓	Budget Name	Sheriff - Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff - Operations ✓	34210.00.0000 ✓	Law Enforcement Services	48,003
				48,003 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff - Operations ✓	52122.10.0500 ✓	Overtime	43,786
00100.811 ✓	Sheriff - Operations ✓	52123.10.0010 ✓	Regular Time	4,217
				48,003 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reimbursement from FY19 Operation Stonegarden Grant for patrol overtime and grant coordinator regular time related to grant activities for the months of December '21 – March '22.

County Official Approval: _____

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

70

JUN 30 2022



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 06/30/22 ✓

Budget Hearing/Meeting Date: 07/26/22 ✓

- ☒ **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 revisions within departments
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.811 ✓	Budget Name	Sheriff - Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff - Operations ✓	33406.90.0010 ✓	Sex Offender Verification Program	22,674
				22,674 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff - Operations ✓	52122.41.0510 ✓	Port Angeles Police Dept	4,647
00100.811 ✓	Sheriff - Operations ✓	52122.41.0515 ✓	Sequim Police Dept	775
00100.811 ✓	Sheriff - Operations ✓	52121.10.0500 ✓	Overtime	7,552
00100.811 ✓	Sheriff - Operations ✓	52123.10.0500 ✓	Overtime	1,500
00100.811 ✓	Sheriff - Operations ✓	52121.45.0015 ✓	Vehicle Rental/Lease	2,300
00100.811 ✓	Sheriff - Operations ✓	52123.42.0020 ✓	Postage	200
00100.811 ✓	Sheriff - Operations ✓	52123.43.0022 ✓	Travel-Training Support	5,000
00100.811 ✓	Sheriff - Operations ✓	52123.49.0060 ✓	Registration	700
				22,674 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Receipt of State funding from 2022-2023 Registered Sex Offender Address and Residency Verification Program that will be spent in FY2022. Local City law enforcement agencies participating in this program receive a portion of the funding based upon the number of registered offenders residing in their jurisdiction. The remainder of the State funding will be received and accounted for in the FY2023 budget.

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

JUN 30 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 06/30/2022 ✓ Budget Hearing/Meeting Date: 07/26/2022 ✓

- ☒ **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.	00100.851 ✓	Budget Name	Juvenile Services ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.851. ✓	Juvenile Services ✓	33404.66.0017 ✓	Secure Crisis Residential Center	37,971
Total				37,971 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.851.	Juvenile Services	52760.10.0010	Regular Time	26,580
00100.851.	Juvenile Services	52760.20.0020	Benefits	11,391
Total				37,971 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding to be applied to ATS funding received in FY20-21 for SCRC/Ancillary Therapeutic Services (ATS) treatment support services for youth in Secure Crisis Residential Center (SCRC). Funding received in FY20-21, plus funding received for FY22-23 will support 1 FTE for the grant period beginning 7/1/22-6/30/23. FTE position was approved by the BOCC 4/25/22. *None of this funding is to be used for the 10/23 FTE position.*

County Official Approval:

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

72



AGENDA ITEM SUMMARY

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

H1
7/26/22

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 7/26/22

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 July 26, 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?** ☐

Parks & Facilities – Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in April and May, 2022 expected to be reimbursed through FEMA/\$13,155

District Court – Funding for PERS Plan 2 retirement for Judge David Neupert going back to beginning of his term January 14, 2019/\$77,416

HHS – Operations – Repayment of funds provided to Serenity House for bathroom improvements relating to the shelter expansion in 2021 (1 of 2)/\$370,100

General Fund Reserves

- Additional funding for veteran assistance (1 of 2)/\$36,000
- Additional funding for the proposed land acquisition adjacent to Cline Spit (1 of 2)/\$120,000
- Repayment of funds provided to Serenity House for bathroom improvements relating to the shelter expansion in 2021 (2 of 2)/\$370,100

NonDept – Veterans Relief – Additional funding for veteran assistance (2 of 2)/\$36,000

Parks & Facilities – Capital Projects – Additional funding for the proposed land acquisition adjacent to Cline Spit (2 of 2)/\$120,000

Hearing Examiner – Additional funding to cover the cost of hearings in May, and any additional hearings that will occur from June through the end of this year/\$41,925

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

Approve the attached Resolution - debatable emergencies.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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 Debatables 7-26-22
Revised: 3-04-2019

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



BUDGET RESOLUTION _____, 2022

ADOPTING BUDGET EMERGENCIES FOR THE DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

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

Parks & Facilities – Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in April and May, 2022 expected to be reimbursed through FEMA/\$13,155

District Court – Funding for PERS Plan 2 retirement for Judge David Neupert going back to beginning of his term January 14, 2019/\$77,416

HHS – Operations – Repayment of funds provided to Serenity House for bathroom improvements relating to the shelter expansion in 2021 (1 of 2)/\$370,100

General Fund Reserves

- Additional funding for veteran assistance (1 of 2)/\$36,000
- Additional funding for the proposed land acquisition adjacent to Cline Spit (1 of 2)/\$120,000
- Repayment of funds provided to Serenity House for bathroom improvements relating to the shelter expansion in 2021 (2 of 2)/\$370,100

NonDept – Veterans Relief – Additional funding for veteran assistance (2 of 2)/\$36,000

Parks & Facilities – Capital Projects – Additional funding for the proposed land acquisition adjacent to Cline Spit (2 of 2)/\$120,000

Hearing Examiner – Additional funding to cover the cost of hearings in May, and any additional hearings that will occur from June through the end of this year/\$41,925

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

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

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

PASSED AND ADOPTED this 26th day of July 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach

c: Budget Director
Treasurer/Affected Department

CLALLAM COUNTY BUDGET CHANGE FORM

JUN 15 2022



Date Submitted: June 14, 2022

Budget Hearing/Meeting Date: July 26, 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	\$ 13,155
Total				\$ 13,155 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.41.1030 ✓	Personnel Services	\$ 13,155
Total				\$ 13,155 ✓

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 April and May 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)

R. M. P. Cull

[Signature]

65

JUN 21 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/15/2022

Budget Hearing/Meeting Date: 7/26/2022

- **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.	00100.871 ✓	Budget Name	District Court I ✓
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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	77,416
Total				77,416 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.871 ✓	District Court I ✓	51240.20.0020 ✓	Benefits	77,416
Total				77,416 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

PERS Plan 2 retirement for Judge David Neupert going back to beginning of his term 1/14/2019.

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

RS

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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/05/2022 ✓

Budget Hearing/Meeting Date: 7/26/2022 ✓

- **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.
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- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11301.511 ✓	Budget Name	HHS – Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS – Operations ✓	38210.00.0000 ✓	Refundable Deposit	370,100
Total				370,100 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS – Operations ✓	59762.00.0010 ✓	Transfer to General Fund Reserve	370,100
Total				370,100 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Repayment of funds provided to Serenity House for bathroom improvements relating to the shelter expansion in 2021. These costs were subsequently funded through a grant received by Serenity House in 2022. (1 of 2)

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

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/21/2022 ✓

Budget Hearing/Meeting Date: 7/26/2022 ✓

- **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.
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- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.293 ✓	Budget Name	General Fund Reserves ✓
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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	36,000
Total				36,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	59771.00.0000 ✓	Transfer to Veterans Relief	36,000
Total				36,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Since COVID the demand for veteran assistance has increased considerably and with inflation clients can't keep up with the cost of fuel, groceries, etc. The most critical need in assistance is with utility bills, which has been the largest increase of expenditures. This additional funding would allow us to continue to assist qualifying veterans in need. (1 of 2)

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




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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/30/2022 ✓

Budget Hearing/Meeting Date: 7/26/2022 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
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- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.293 ✓	Budget Name	General Fund Reserves ✓
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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	120,000
Total				120,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	59718.00.0030 ✓	Transfer to Capital Projects	120,000
Total				120,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding for the proposed land acquisition adjacent to Cline Spit. (1 of 2)

County Official Approval: _____

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

[Handwritten signature]

Budget Hearing/Meeting Date: 7/26/2022

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
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REVENUE/SOURCE

EXPENDITURES

Revenue/Source and Expenditure totals must agree.

Repayment of funds provided to Serenity House for bathroom improvements relating to the shelter expansion in 2021. These costs were subsequently funded through a grant received by Serenity House in 2022. (2 of 2)

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




CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/21/2022 ✓

Budget Hearing/Meeting Date: 7/26/2022 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
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Budget Number xxxxx.xxx.	19914.291 ✓	Budget Name	NonDept – Veterans Relief ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19914.291 ✓	NonDept – Veterans Relief ✓	39771.00.0000 ✓	Transfer from General Fund Reserves	36,000
Total				36,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19914.291 ✓	NonDept – Veterans Relief ✓	56520.49.0202 ✓	Veterans Support - Food	10,000
19914.291 ✓	NonDept – Veterans Relief ✓	56520.49.0204 ✓	Veterans Support - Other	6,000
19914.291 ✓	NonDept – Veterans Relief ✓	56520.49.0205 ✓	Veterans Support – Rent or Mortgage	2,000
19914.291 ✓	NonDept – Veterans Relief ✓	56520.49.0207 ✓	Veterans Support - Utilities	18,000
Total				36,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Since COVID the demand for veteran assistance has increased considerably and with inflation clients can't keep up with the cost of fuel, groceries, etc. The most critical need in assistance is with utility bills, which has been the largest increase of expenditures. This additional funding would allow us to continue to assist qualifying veterans in need. (2 of 2)

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

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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/30/2022

Budget Hearing/Meeting Date: 7/26/2022

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
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Budget Number xxxxx.xxx.	30501.911	Budget Name	Parks and Facilities - Capital Projects
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30501.911	Parks and Facilities - Capital Projects	39718.00.0030	Transfer from General Fund Reserves	120,000
Total				120,000

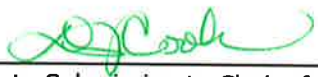
EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30501.911	Parks and Facilities - Capital Projects	59419.61.1015	Cline Spit Land Acquisition	120,000
Total				120,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding for the proposed land acquisition adjacent to Cline Spit. (2 of 2)

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




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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/27/2022 ✓

Budget Hearing/Meeting Date: 7/26/2022 ✓

- **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.
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- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.361 ✓	Budget Name	Hearing Examiner ✓
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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	41,925
Total				41,925

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.361 ✓	Hearing Examiner ✓	55863.41.0020 ✓	Professional Services	41,925
Total				41,925

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

In 2021 there were a total of 12 hearings for the year with a total cost of \$27,000. In 2022 through April, there has already been 11 hearings/appeals at a cost of \$24,675. A new invoice for May includes 4 additional hearings. Since we budgeted based on the amount of cases heard in 2021, additional funding is needed to cover the May invoice, as well as, additional hearings that will occur from June through the end of this year.

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




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