



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, July 12, 2021 – 8:00 a.m.

****ATTENTION****

In response to the current Governors order Clallam County is now operating under the Washington Ready Plan. To be in compliance with the Washington Ready Plan and to reduce the spread of COVID the following general requirements for COVID safety for meetings held in the Board of Commissioners Board Room are as follows:

1. All attendees are encouraged to provide contact information on a sign in sheet which will be retained for 28 days for contact tracing purposes.
2. Public seating areas and Board member seating must be arranged to ensure physical distancing is maintained.
3. Meeting attendees must follow current face covering guidelines.
4. No food or drink should be consumed in the BOCC Board Room.
5. Meeting organizers shall clean or arrange to have cleaned high-touch surfaces before and after each meeting.
6. Hand sanitizing stations will be available in the BOCC Board Room.
7. Keep doors and windows open where possible to improve ventilation.
8. The Chair of the meeting shall ensure current masking and social distancing practices are enforced and practiced by all event attendees.

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

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

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

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

Administration – 9 a.m.

1. Calendar/Correspondence
2. Agreement with Washington State Department of Commerce for Secure Residential Crisis Center (SCRC) and Ancillary Therapeutic Services (ATS)

Agreement 

3. Agreement with Serenity House of Clallam County to extend term of contract (2b)*

Agreement 

4. Purdue Pharma Chapter 11 Bankruptcy vote relating to their role in the opioid crises (3a)*

Purdue Pharma Chapter 11 Bankruptcy vote 

Public Works

5. Agreement and project prospectus form with Washington State Department of Transportation for Dungeness National Wildlife Refuge Project

Agreement 

6. Agreement with Anchor QEA, LLC for the Dungeness Off-Channel Reservoir Project (2c)*

Agreement 

Board of Commissioners

7. Review final report and discuss next steps for Lake Sutherland – wake boat topic

Review final report and discuss next steps 

8. Agreement with Clallam Conservation District for resource conservation planning and implementation

Agreement 

Budget

9. Discussion on proposed budget revisions to be considered on July 27 (5a)*

Budget revisions 

10. Discussion of proposed supplemental appropriations to be considered on July 27 (5b)*

Supplemental appropriations 

11. Discussion of proposed budget emergencies to be considered on July 27 (5c)*

Budget emergencies 

General Discussion/Items for Future Agendas

- A. Olympic National Forest update (August 2 at 10:30 a.m.)
- B. 10,000 Years Institute update (August 2)
- C. Noise Ordinance (TBD)

EXECUTIVE SESSION

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

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



AGENDA ITEM SUMMARY

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

2
7/12/21

Department: **Juvenile Services**

WORK SESSION ☒ Meeting Date: 07/12/2021

REGULAR AGENDA ☒ Meeting Date: 07/20/2021

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU #851.21.004 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Discussion only |

Documents exempt from public disclosure attached: ☐

Executive summary:

Contract agreement between Department of Commerce and Clallam County Juvenile & Family Services to provide funding for placement of youth in our Secure Residential Crisis Center (SCRC) and additional funding for Ancillary Therapeutic Services (ATS).

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 at this time.

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

County Official signature & print name: _____

Jody Jacobson Jody Jacobson

Name of Employee/Stakeholder attending meeting: _____

Relevant Departments: _____

Date submitted: 07/06/2021

* Work Session/Reg Meeting - Submit 2 single sided/not stapled copies + 2 AIS and 3 originals (stapled) + AIS
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



Grant Agreement with

Clallam County Juvenile and Family Services

through

Community Services and Housing Division
Housing Assistance Unit
Office of Homeless Youth

For

Office of Homeless Youth Core Programs

Start date: July 1, 2021

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Attachment B, Budget

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Attachment D, Grant Application

FACE SHEET

Contract Number: 22-46302-104

Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
OHY Core Programs

1. Grantee Clallam County Juvenile and Family Services 1912 W. 18 th Street Port Angeles, WA 98363		2. Grantee Doing Business As (optional)	
3. Grantee Representative Cindy Hanson Administrative Specialist (360) 565-2646 chanson@co.clallam.wa.us		4. COMMERCE Representative Cole Ketcherside Program Manager 360-725-5056 Fax (360) 586-5880 cole.ketcherside@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$508,954	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date July 1, 2021	8. End Date June 30, 2023
9. Federal Funds (as applicable) N/A		Federal Agency: N/A CFDA Number N/A	
10. Tax ID # N/A	11. SWV # SWV0000200-36	12. UBI # 054-004-559	13. DUNS # N/A
14. Grant Purpose The purpose of this grant is to provide safety and stability to unaccompanied youth and young adults experiencing homelessness and housing instability in WA State by providing a continuum of outreach, shelter, housing, and associated services as specified in the contract Scope of Work. 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" – Program Guidelines (as they may be revised from time to time), and Attachment "D" - Grant Application.			
FOR GRANTEE _____ Signature _____ Print Name and Title _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Approved as to form only by:


 Elizabeth Stanley
 Civil Deputy Prosecuting Attorney
 Clallam County

Last revision 10/13/2020

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
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1. 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.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed the amount shown on the Grant Face Sheet (Box 5) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based in accordance with Attachment B – Budget.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month can be made by Commerce on a case-by-case basis.

All invoices shall include a Monthly Voucher Detail and any other reports required by Commerce. The invoice shall include the Grant Number.

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 Agreement shall be made by COMMERCE.

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.

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. 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

**SPECIAL TERMS AND CONDITIONS
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minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

5. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

6. 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

**SPECIAL TERMS AND CONDITIONS
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- Attachment A – Scope of Work
- Attachment B – Budget
- Program Guidelines, as revised
- Grant application

**GENERAL TERMS AND CONDITIONS
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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.

23. POLITICAL ACTIVITIES

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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.

30. SEVERABILITY

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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.

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.

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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:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. 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;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and 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;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which 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 of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the

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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

- A. Grantee agrees to operate the following programs as specified in the grant application and OHY guidelines
 - The Street Outreach Services (SOS) grant provides services and resources either directly or through referral to street youth (ages 12 to 17) and unaccompanied young adults (ages 18-24) as defined by RCW 43.330.702
 - Ancillary Therapeutic Services (ATS) funding provides behavioral health services to eligible youth in crisis within HOPE, CRC, and licensed overnight youth shelters.
- B. Grantee shall comply with all the administrative requirements, policies and procedures, required trainings, and program implementation requirements specified in the applicable OHY program guidelines for each of the programs funded through this grant.
- C. Grantee shall submit Monthly Voucher Details with each invoice and any other report that Commerce may develop as specified in the applicable OHY program guidelines.
- D. Grantee must enter data in HMIS in accordance with any applicable HMIS user agreements, and as specified by Commerce in the applicable OHY program guidelines.

Budget

Budget Category	FY 22 Amount	FY 23 Amount
Admin	\$38,172	\$38,172
Program Operations	\$216,305	\$216,305
Facilities	\$0	\$0
Total	\$254,477	\$254,477

Total Grant Amount: \$508,954



AGENDA ITEM SUMMARY

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

3
7/12/21
20

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** July 12, 2021

REGULAR AGENDA ☒ **Meeting Date:** July 13, 2021

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11322-21 Amendment 1-SHBLDG |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is the Professional Services Agreement for Serenity House of Clallam County.

The term of the contract is from June 15, 2021 through September 30, 2021. The current Agreement expired June 15, 2021.

Serenity House of Clallam County will use Hoch Construction, Inc. as a subcontractor to provide the construction of a 40'x50' two-story building consisting of: Labor, materials, subcontractors, and the necessary permits required to construct a excavation & site work, concrete slab, framing, trusses, insulation, finished walls, paint, first floor (concrete flooring/sealed), second floor (vinyl), interior/exterior lighting, electrical outlets (interior), heat pumps, and fire safety system. The subject property is located at 2321 West 18th Street, Port Angeles, Washington.

The cost for all labor & materials to construct a 40'x50' building will be \$404,937, per the builder's bid proposal dated February 22, 2021, plus Washington State Sales Tax (8.8%).

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?)

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

Agenda Item Summary - Hoch Construction, Amendment 1

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

Revised: 3-04-2019

Approve and move to regular BOCC meeting for final signatures.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: July 7, 2021



PERSONAL SERVICES AGREEMENT

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

Name: Serenity House of Clallam County

Address: 2203 W. 18th Street
Port Angeles, WA 98363

Phone N^o: 360-452-9866

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C - General Conditions
- ☒ Attachment D - Special Terms and Conditions
- ☒ Attachment E (specify) – Professional Services Agreement for Serenity House of Clallam County

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

The term of this Agreement shall commence on the 15th day of June 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of September 2021.

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

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Print name: Sharon Maggard

Title: _____

Date: _____, 20

Originals: BOCC
Vendor
Initiating Department

Copies: 3

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

SCOPE OF WORK

Serenity House of Clallam County will use Hoch Construction, Inc. as a subcontractor to provide the construction of a 40'x50' two-story building consisting of: Labor, materials, subcontractors, and the necessary permits required to construct a excavation & site work, concrete slab, framing, trusses, insulation, finished walls, paint, first floor (concrete flooring/sealed), second floor (vinyl), interior/exterior lighting, electrical outlets (interior), heat pumps, and fire safety system. The subject property is located at 2321 West 18th Street, Port Angeles, Washington.

The cost for all labor & materials to construct a 40'x50' builder per the specifications e-mailed on February 10, 2021 will be Four Hundred - Four Thousand & Nine Hundred – Thirty Seven Dollars and 00/100 **(\$404,937.00)** plus Washington State Sales Tax (8.8%).

The Washington State Department of Commerce Shelter Program Grant Contract Amount is \$402,894. The difference between the Grant award and the Bid proposal, plus Washington State Sales Tax and the items listed under "Exclusions" below will be paid for solely by Serenity House, or by other grant/revenue sources available to Clallam County Health and Human and Services Department.

This pricing is based on the following drawings by Zenovic & Associates and the outlined scope of work below:

Site Plan – Sheet A0 – Revised (2/11/21)
Building Elevations – Sheet A1 (1/29/21)
Foundation and First Floor Plan – Sheet A2 – Revised (2/11/21)
Second Floor and Second Floor Framing Plan – Sheet A3 – Revised (2/11/21)
Building Sections & Roof Framing Plan – Sheet A4 (1/29/21)
First and Second Floor Lighting and Mechanical Plan – Sheet A5 – Revised (2/11/21)
Structural Sheet – S1 (2/11/21)
Stormwater site Plan – Sheet 1 (1/29/21)
Stormwater site Plan – Sheet 2 (1/29/21)

Excavation: To include erosion control, exterior site demolition & saw cutting, foundation excavation & backfill, vapor barrier, capillary break, exterior concrete prep, perimeter footing drain, downspout system, storm system/drywell, exterior electrical trenching & backfill and fire line excavation & backfill.

Concrete: Per plans

Asphalt Patch: includes patch back using hot mix asphalt compacted at all edges and sealed for an approx. area of 2' x 20' at the proposed drywell road crossing.

Fire Sprinkler: Provide a wet automatic fire sprinkler system to protect a total of 4,000 sq. ft. of heated space to include concealed sprinkler heads to replace the semi-recessed residential sprinkler heads with concealed heads and cover plates; Includes a 2" dedicated fire and FDC Mains to include 25 feet of 2" dedicated CPVC fire main and 15 feet of 1 ½" CPVC FDC Main. Includes City of Port Angeles permit and plan check fee.

The Interior work will include:

- Pipe size and sprinklers spaced for NFPA 13R, residential occupancy with a design density of .05 GPM/sq/ft, 4 heads flowing;
- The Required number of ½" white, residential, semi-recessed pendent sprinkler heads
- Double check valve assembly, at the sprinkler controls, in the 1st floor closet
- Inspection test assembly
- Main drain; piped to the outside

- Spare heads, box and a wrench

*The structure is sufficient to support the installation of the fire sprinkler system without the need for special design and/or engineering and without the need for additional, modified and/or special hangers.

*Sprinkler protection of the unheated attic space and all other areas exempt from protection, in NFPA 13R.

The exterior work will include:

- Connection point; existing 6" fire hydrant main, on the East side of the service road.
- 25 feet of 2" CPVC fire main, from the 6" hydrant main, to 6" above the floor at the sprinkler controls location, in the 1st floor closet
- 15 feet of 1 ½" FDC main, from the existing FDC standpipe, to 6" above the floor at the sprinkler controls location, in the 1st floor closet
- Certified Design
- 2" on 6" ductile iron "hot tap"
- Flushing, Bactee and Pressure testing of new piping, per NFPA 24

HVAC: Supply and install (4) Mitsubishi, 2-ton, ductless mini split systems and (2) exhaust fans downstairs.

Electrical: Includes 200amp electrical panel fed from the main building, (17) 4" 2-tube LED fixtures, (4) exit/emergency signs, (4) exterior wall packs with photo cell, (4) single pole light switches, (14) interior duplex outlets, (4) 20amp heat circuits (for ductless heat pumps), (1) exterior outlet, Fire alarm NAC circuit and devices, fire alarm SLC circuit and devised and electrical permit. ** Note: The Main building electrical panel may not be suitable to feed the new building. Also includes (1) pic-a-watt heater in the sprinkler room which isn't shown but will be required.

Roofing: to include waterblock advantage 30 synthetic underlayment over entire roof deck, all metal flashings, Pabco Premier algae resistant architectural shingles and permanent ridge anchors.

Gutters: To include 5K gutters with corrugated downspouts.

Siding: Per plans

Insulation: Per Plans

Drywall: Per plans

Painting: Includes interior prime and paint using interior latex primer over texture and (2) coats of Sherwin Williams ProMar 200 Zero VOC Eg-shel finish (based on one color); prep and paint window sills and aprons; Painting of siding, soffits and trim with (2) coats of Sherwin Williams Super Paint Satin finish, (based on two colors); prep, prime and apply 2 coats of finish to the exterior doors;

Flooring: To include new luxury vinyl tile on the second floor and new 4-inch rubber base throughout the building.

Stair Treads: Stair treads to be Puget Sound Precast – 36" x 12" x 2 ½" with a broomed finish.

Doors: To be Codel smooth fiberglass 3068 SFF Flush pre-hung w/ primed jamb, ADA bronze sill, US26D hinges (2 bommers ea).

Entry Door Hardware: Owner to provide entry knobs and Contractor will install.

Windows: To be Jeld-wen Builders Series white vinyl

Exclusions: Building Permit and Plan Check Fee; Plumbing; Performance & Payment Bond, Builder's Risk Insurance, Entry hardware for (5) exterior doors; Washington State Sales Tax; Difference between Bid Proposal and Grant Shelter Program, shall be paid by Serenity House; and special inspections or any associated fees to those inspections.

All pricing is based on the current Washington State Prevailing Wage Rates.

COMPENSATION

1. ☒ a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of Four Hundred & Two Thousand and Eight Hundred & Ninety – Four DOLLARS (\$402,894) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

OR

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

Name/Position

Hourly Rate

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
12. Defense and Indemnity Agreement.
 - (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not

extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

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

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

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

17. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
18. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

19. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

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

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

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

Name: Kevin LoPiccolo

Title: Interim Health and Human Services Director

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

Telephone: 360-417-2523

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

Fax: 360-452-9605

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

23. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
24. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
25. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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



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

☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Property damage	\$50,000 per occurrence
	\$100,000 aggregate

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

☒ **WORKERS COMPENSATION:** Statutory amount

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

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

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

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

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

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

- ☐ 3. Liquidated Damages. NOT APPLICABLE.
- ☐ 4. Other (specify): NOT APPLICABLE.



AGENDA ITEM SUMMARY

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

4
7/12/21
3a

Department: Prosecuting Attorney's Office

☒ WORK SESSION ☒ Meeting Date: 7/12/2021

☐ REGULAR AGENDA ☒ Meeting Date: 7/13/2021

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☐ Contract/Agrément/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other: Opioid Litigation |

Documents exempt from public disclosure attached: ☐

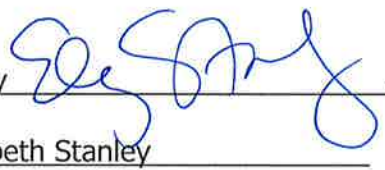
Executive summary:

In re: PURDUE PHARMA L.P, et al
US Bankruptcy Court, SDNY Case No. 19-23649 (RDD)

Clallam County is a creditor in the Purdue Pharma Chapter 11 Bankruptcy as a result of the County's claims against Purdue relating to their role in the opioid crisis. Purdue has proposed a Plan of Reorganization that has been sent to Clallam County, along with Purdue's hundreds of thousands of other creditors. The BOCC should consider the plan and vote to either accept or reject the plan. The deadline for voting is **July 14, 2021**.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Vote on Chapter 11 Plan of Reorganization

County Official signature & print name: Elizabeth Stanley 

Name of Employee/Stakeholder attending meeting: Elizabeth Stanley

Relevant Departments: PAO

Date submitted: June 30, 2021

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

Agenda Item Summary - Purdue Bankruptcy WS RS

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

Revised: 3-04-2019



AGENDA ITEM SUMMARY

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

Department: Public Works/Road Dept.

WORK SESSION ☒ Meeting Date: July 12, 2021

REGULAR AGENDA ☒ Meeting Date: July 20, 2021

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: In 2018, Clallam County applied for funding under the Federal Lands Access Program (FLAP) for improvements to County roads that provide access to the Dungeness National Wildlife Refuge (DNWR). Project improvements include: 1) relocating a portion of the Voice of America Road that serves as the main access for both the County Dungeness Recreation Area (DRA) and the DNWR away from the unstable marine bluff; (2) re-aligning the curve from Kitchen-Dick Road onto Lotzgesell Road near the DRA and DNWR entrance; (3) adding a dedicated left turn lane from Lotzgesell Road onto the Voice of America Road at the DRA and DNWR entrance; and (4) shoulder widening.

Our 2018 project application was previously selected for a FLAP award. The Washington Programming Decisions Committee (PDC) for Washington FLAP projects approved up to \$1,729,438 for our project proposal for FLAP funding. The federal share for FLAP funds is 86.5%. The project was approved with an estimated 13.5% match as cash and in-kind services from Clallam County. Based on the "current project estimate" of \$1,999,350 that included in our 2018 County FLAP application our local match would be \$269,912. If additional project funds are needed, the County would be responsible to resource additional funds.

As typical of FLAP projects, it was initiated with the Western Federal Lands Highway Division (WFLHD) delivering the project. WFL has not been able to make any significant progress with the engineering phase for this project nor able to commit to a schedule to proceed with engineering work in the foreseeable future. Due to the identified safety improvements (e.g., moving road away from unstable bluff) associated with this project, the County Public Works/Road Department requested WFLHD consideration to transfer project delivery to Clallam County.

In late-April, the Public Works/Roads Department was notified by the Washington State Department of Transportation (WSDOT) that our request was approved to deliver and manage this project. The FLAP project funding will be now administered through WSDOT Local Programs. Attached are letters from WFLHD and WSDOT related to the FLAP funding and transfer of project delivery responsibility.

* 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)

FLAP funding is programmed by project phase and federal fiscal year (FFY) based on federal funding availability. Currently, estimated FLAP project funds by phase are \$166,613 in FFY 2021 for preliminary engineering and \$1,562,826 for construction costs in FFY 2023. The actual year funds are obligated may change due to changes to the program and/or project schedule variance.

To obligate federal funding to be available for reimbursement of County project engineering costs, the County needs to obtain approval of a preliminary engineering authorization package from WSDOT. The preliminary engineering design package we need to submit to obligate federal funds requires County Commissioner approval of a project prospectus and local agency agreement (LAA).

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?** ☐

The project is listed in the County's adopted Six-Year (2021-2026) Transportation Improvement Program (TIP). The Road Fund budget has adequate funds budgeted for any project work related to this project in 2021.

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

Approve the attached local agency agreement (LAA) and project prospectus to submit to WSDOT for authorization and obligation of federal funding for project preliminary engineering.

County Official signature & print name:


Mary Peterson for Ross Tyler

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works/Roads

Date submitted: July 7, 2021

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



Local Agency Federal Aid Project Prospectus

Prefix	Route	()	Date	July 7, 2021
Federal Aid Project Number			DUNS Number	075739235
Local Agency Project Number		(WSDOT Use Only)	Federal Employer Tax ID Number	91-60001298
Agency Clallam County	CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other		
Project Title Dungeness National Wildlife Refuge (DNWR) Access Improvements		Start Latitude N 48-7'41.87"	Start Longitude W 123-12'0.76"	
		End Latitude N 48-8'28.17"	End Longitude W 123-11'25.76"	
Project Termini From-To Kitchen-Dick/Lotzgesell Intersection Area to end of Voice of America Rd at DNWR		Nearest City Name Sequim		Project Zip Code (+4) 98382-7365
Begin Mile Post See above	End Mile Post See above	Length of Project 1.44	Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number 05
				County Name Clallam
WSDOT Region Olympic Region	Legislative District(s) 24	Congressional District(s) 6		Urban Area Number N/A

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
P.E.	192,616	26,003	166,613	Month 10	Year 2021
R/W					
Const.	1,806,734	243,909	1,562,825	06	2023
Total	1,999,350	269,912	1,729,438		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 20 to 30 feet	Number of Lanes 2
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The project includes improvements to three County roads: Kitchen-Dick Rd., Lotzgesell Rd., and Voice of America Rd. with varying roadway widths and shoulders typically 2-ft or less.

Description of Proposed Work

The project relocates a portion of the Voice of America Rd. that serves as the main access for both the County Dungeness Recreation Area (DRA) and Dungeness National Wildlife Refuge (DNWR) away from marine bluff; re-aligns the curve from Kitchen-Dick Rd. onto Lotzgesell Rd. near the DRA/DNRW entrance; adds a dedicated left turn lane for access into the DRA/DNRW; and includes shoulder widening.

Local Agency Contact Person Steve Gray	Title Transportation Program Manager	Phone 360-417-2290
Mailing Address 223 East Fourth Street, Suite 6	City Port Angeles	State WA
	Zip Code 98362-3000	
Project Prospectus	By <u>Reid Taylor, P.E.</u> Approving Authority	
	Title <u>COUNTY ENGINEER</u>	Date <u>7/7/2021</u>

Agency Clallam County	Project Title Dungeness National Wildlife Refuge Access Improvements	Date July 7, 2021
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Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width 28 to 46	Number of Lanes 2
☐ New Construction	☐ Path / Trail	☐ 3-R		
☐ Reconstruction	☐ Pedestrian / Facilities	☐ 2-R		
☐ Railroad	☐ Parking	☒ Other		
☐ Bridge				

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Principal Arterial	☐ Principal Arterial
	☐ Minor Arterial	☐ Minor Arterial
	☐ Collector	☐ Collector
	☒ Major Collector	☐ Major Collector
	☐ Minor Collector	☐ Minor Collector
	☐ Local Access	☒ Local Access
Terrain	☒ Flat ☐ Roll ☐ Mountain	☐ Flat ☒ Roll ☐ Mountain
Posted Speed	35 mph	20 mph
Design Speed	35 mph	20 mph
Existing ADT	1649	1121
Design Year ADT	3298	2242
Design Year	2043	2043
Design Hourly Volume (DHV)	495	336

Performance of Work

Preliminary Engineering Will Be Performed By Clallam County	Others %	Agency 100 %
Construction Will Be Performed By Contractor to be determined	Contract 100 %	Agency %

Environmental Classification

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

Environmental Considerations

The proposed project will reduce environmental impacts by: 1) relocating a portion of an existing access road within the County Dungeness Recreation Area (DRA) away from an unstable marine bluff; 2) replacing an abrupt 90-degree turn near the DRA and Dungeness National Wildlife Refuge (DNWR) access entrance to a much safer curved transition; 3) adding a dedicated left turn lane to improve intersection safety for access into the DRA/DNWR area; and 4) shoulder widening for bicycle and pedestrian safety improvements.

Agency Clallam County	Project Title Dungeness National Wildlife Refuge Access Improvements	Date July 7, 2021
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Right of Way

☒ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☐ Right of Way Needed ☐ No Relocation ☐ Relocation Required
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Utilities ☐ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☒ All utility work will be completed in coordination with the construction contract	Railroad ☒ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

 There are no major structures in the project area. Power, cable and telephone may need to be moved or placed underground in some areas. Part of a waterline in the Clallam County Dungeness Recreation Area may need to be relocated.

FAA Involvement

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

Remarks

 There is a private grass airstrip serving a residential development just west of the start of the project area. The privately-owned, Sequim Valley Airport (public use airport) is located approximately 2.25 miles to the south.

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

Agency
 By _____
 Date _____ Mayor/Chairperson

101-21-013

 ORIGINAL**Washington State
Department of Transportation**

Agency Clallam County

Address

223 East Fourth Street, Suite 6
Port Angeles, WA 98362-3000**Local Agency Agreement****CFDA No. 20.205**

(Catalog or Federal Domestic Assistance)

Project No.**Agreement No.**

For OSC WSDOT Use Only

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

Project Description

Name Dungeness National Wildlife Refuge (DNWR) Access Improvements

Length 1.44

Termini Kitchen-Dick/Lotzgesell Rd. Intersection Area to end of Voice of America Road at the DNWR boundary.

Description of Work

The project relocates a portion of the Voice of America Road that serves as the main access for both the County Dungeness Recreation Area (DRA) and DNWR away from marine bluff; re-aligns the curve from Kitchen-Dick Rd. onto Lotzgesell Rd. near the DRA/DNRW entrance; adds a dedicated left turn lane for access into the DRA/DNRW; and includes shoulder widening.

Project Agreement End Date 08/31/25

Claiming Indirect Cost Rate

Proposed Advertisement Date

☒ Yes ☐ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE				
86.5 %	a. Agency	187,616.00	25,328.00	162,288.00
	b. Other			
Federal Aid	c. Other			
Participation	d. State	5,000.00	675.00	4,325.00
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	192,616.00	26,003.00	166,613.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	192,616.00	26,003.00	166,613.00

Agency Official

By

**Washington State
Department of Transportation**
By Director, Local Program

Title

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

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

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

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

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

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

II. Delegation of Authority

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

III. Project Administration

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

IV. Availability of Records

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

V. Compliance with Provisions

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

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

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

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

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

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

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

VI. Payment and Partial Reimbursement

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

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

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

1. Project Construction Costs

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

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

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

VIII. Single Audit Act

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

IX. Payment of Billing

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

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

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

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

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

XI. Indemnity

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

XII. Nondiscrimination Provision

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

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

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

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

The Agency also agrees:

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

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

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

XIII. Liquidated Damages

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

XIV. Termination for Public Convenience

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

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

XV. Venue for Claims and/or Causes of Action

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

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

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

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

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

XVII. Assurances

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

Additional Provisions

April 27, 2021

Mr. Ross Tyler, PE
Public Works Director
Clallam County
223 East Fourth Street, Suite 6
Port Angeles, Washington 98362-3015

**Dungeness National Wildlife Refuge (NWR)
Access Improvements
FFY 2021 Federal Lands Access Program (FLAP)
Federal Funding**

Dear Mr. Tyler:

WSDOT is pleased to advise you that the above mentioned project was selected to receive funding through the FFY 2021 WA Federal Lands Access Program (FLAP). The FLAP funds were transferred to FHWA and administered through WSDOT Local Programs per the Local Agency Guidelines (LAG) manual. The federal funding is limited as shown below:

Dungeness NWR Access Improvements **\$1,729,438**
FFY 2021 Available Funding: \$166,613

Scope: To relocate 1440 feet of the Voice of America Road which is the main access road to the Dungeness National Wildlife Refuge and re-align curves on Kitchen-Dick and Lotzgesell Roads. It includes widening for bicycle/pedestrian safety and a dedicated left turn lane into the Refuge.

FLAP CFDA#: 20.224

NOTE: Federal share is 86.5 percent for federal eligible costs.

In order to meet state and federal requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs web page for detailed information, including:
(<http://www.wsdot.wa.gov/localprograms/>)
 - ✓ Local Agency Guidelines (LAG) manual for the requirements regarding programming, authorization, reimbursement, etc.;
 - ✓ Projects utilizing federal funds must be included in your current Transportation Improvement Program (TIP) as a complete programmed project. Once your TIP amendment is approved, WSDOT will amend the Statewide Transportation Improvement Program (STIP);
 - ✓ Funding and billing forms;
 - ✓ Quarterly Project Reporting is required to be completed by the end of March, June, September, and December each year. To access the database you will need an account name and password. Your account name is **Clallam Co.** and your password is **ClaCo673**. The password is case sensitive.

Ross Tyler, PE
Public Works Director
Clallam County
Dungeness National Wildlife Refuge
Access Improvements
April 27, 2021

- If the project is not actively pursued, or becomes inactive (23 CFR 630), the project is at risk of being cancelled, funds repaid and reprogrammed.
- FHWA requires that all projects are ADA compliant upon completion or the federal funds must be repaid.

As a reminder, Local Programs requires all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures. Also, it is critical that your agency adhere to the project schedule previously provided, to ensure the delivery of the local federal program.

For assistance please contact Bryan Dias, your Region Local Programs Engineer, at 360.357.2631.

Sincerely,

Stephanie Tax

Stephanie Tax
Interim Director
Local Programs

ST:sas

cc: Bryan Dias, Olympic Region Local Programs Engineer



U.S. Department
of Transportation
**Federal Highway
Administration**

Western Federal Lands Highway Division
610 E. Fifth Street
Vancouver, WA 98661
Phone 360-619-7700
Fax 360-619-7846

April 9, 2021

In Reply Refer To: HFL-17

Kyle McKeon
Interim Director, Local Programs-WSDOT
mckeonk@wsdot.wa.gov

Subject: Project Selection from the Federal Lands Access Program (FLAP)
Project Name: Dungeness NWR Access Improvements
Project ID: WA CLALLAM 2018(2)
Project Application: WA-FY18-11

Mr. McKeon:

Below is a summary of the programming information for the selected project, project funding requires and the next steps.

Scope: The scope of this project is to relocate 1440 feet of the Voice of America Road which is the main access road to the Dungeness National Wildlife Refuge and re-align curves on Kitchen-Dick and Lotzgesell Roads. It includes widening for bicycle/pedestrian safety and a dedicated left turn lane into the Refuge. The project improvement type is *Type 07 - 4R, Relocation*.

Project Changes: Proposed changes to the approved and programmed project require coordination with the Federal Highway Administration to determine whether PDC approval is required. Specific examples include:

- Any scope change from the initial programmed project, including design element changes;
- Schedule changes which will impact the fiscal year when funds are programmed;
- Any changes to the budget which impact the FLAP programmed amount or match;
- The type of match being supplied;
- Delivery agent changes.

Programmed Funding and Preliminary Schedule: The Washington PDC approved up to \$1,729,438 for this proposal from the FLAP. This amount does not include the amount of match or other contributions. The federal share for these funds is 86.5%. This project was approved with an estimated 13.5% match as cash and in-kind services from Clallam County (County). If additional project funds are needed the County would be responsible to resource additional funds.

The following table shows these phases, the programmed funds by phase, and the fiscal year(s) when funds are preliminarily programmed based on availability of funding. The actual year funds are obligated may change due to changes to the program and/or project schedule variance.

Phase	Programmed Funds by Phase (Estimates)	Fiscal Year when Funds are Programmed
Preliminary Engineering (including NEPA, final design, Right-of-Way)	\$166,613 of FLAP*	2021
Construction Engineering	\$166,613 of FLAP	2023
Construction	\$1,229,600 of FLAP	2023
Construction Contingency	\$166,613 of FLAP	2023

*Note this project was initiated with Western Federal Lands Highway Division (WFLHD) delivering the project. FLAP funding has already been utilized by WFLHD as part of the total FLAP funding available with associated match required. The PE amount provided to Clallam County will be reduced by this amount.

Note that when the recipient is notified that funds are available, it is the responsibility of the recipient to request funding for obligation in the planned FY per the programming letter. This includes following WSDOT Local Programs procedures as applicable for local agency recipients.

This project has been added to the Office of Federal Lands Highway Transportation Improvement Program. It is the funding recipient/subrecipient's responsibility to coordinate this project's inclusion into the Metropolitan Planning Organization Transportation Improvement Program (if applicable) and the Washington Statewide Transportation Improvement Program.

The programmed funds by phase in the table above are based on the current project estimate. The FLAP funding may be adjusted between project phases based on need. If the estimated amount increases, the total programmed FLAP funds may not be sufficient to complete the project as programmed by the PDC. As necessary, additional funding needs to complete the project will be provided by the selectee to address any funding shortfall.

Right-of-Way and Utilities: This Project is planned to be constructed within the County right of way. No easements are anticipated, however if any are required the County will be responsible for acquiring these and following federal requirements. Telephone and power lines may be impacted. The County will be responsible for coordinating with utility companies.

Owner of Federal Lands to which the Project Provides Access: Dungeness National Wildlife Refuge, USFWS

Entity with maintenance responsibility of facility: Clallam County has maintenance responsibility of the facility.

PDC considerations: As proposed

Project Deliver Agent: Clallam County

Reporting: Enclosed with this letter in Attachment A is the project reporting template. As the selectee of FLAP funds, it is required that you submit this report **every 6 months** (January 15 and June 15) to the key staff listed below.

Key Staff:

Kyle McKeon, Manager, Engineering Services-WSDOT
kyle.mckeon@wsdot.wa.gov

Stephanie Tax, Manager, Program Management-WSDOT
stephanie.tax@wsdot.wa.gov

Anders Kosnett, USFWS, Regional Transportation Coordinator (Interim)
Alexander_Kosnett@FWS.gov

Ross Tyler, P.E. Director of Public Works/County Engineer
rt Tyler@co.clallam.wa.us

Rick Judd, Financial Manager, WA FHWA Division Office
rick.judd@dot.gov

Andrew Rasmussen, Program Manager, Western Federal Lands Highway Division
Andrew.Rasmussen@dot.gov

Funds from the FLAP for this project are not guaranteed. Funding is dependent on the availability of appropriations from Congress. Any programmed FLAP funds remaining after the project is complete must be returned to Western Federal Lands Highway Division (WFLHD) for competitive reprogramming through the PDC.

The next step is for the WFLHD Office to coordinate the transition of this project to the Washington Federal-aid Division Office, who will administer the project through their standard processes and procedures in conjunction with the WSDOT and Clallam County.

Sincerely,

Kristin Austin
 WFLHD Planning Program & Environment Branch Chief

Enclosures:

Project Reporting Requirements
 FLAP Application
 Email Announcement

cc:

Anders Kosnett, USFWS, Regional Transportation Coordinator
 Raju Mooney, FLH FLAP Program Manager
 Joseph Taylor, FLH Stewardship & Oversight Coordinator
 Ross Tyler, P.E. Director of Public Works/County Engineer
 Stephanie Tax, Manager, Program Management-WSDOT
 Rick Judd, Financial Manager, WA FHWA Division Office



AGENDA ITEM SUMMARY

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

6
7/12/21
2C

Department: Public Works

WORK SESSION ☒ **Meeting Date: 7-12-21**

REGULAR AGENDA ☒ **Meeting Date: 7-13-21**

Required originals approved and attached? ☒

Will be provided on: Budget change form to be available on 7-12-21.

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County Public Works had a discussion with the BOCC on 6-28-21 about our scope and cost negotiations with Anchor QEA, an engineering firm that Public Works has selected for design of the Dungeness Off-channel Reservoir and associated facilities. As previously discussed, the cost for full detailed design proved to be much greater than originally budgeted. To manage the costs better, we are phasing the design process and phasing the components of design. The first phase of design will be for 30% design or what several funding agencies call preliminary design. 30% design will be accomplished by the end of November to enable the County to apply for a large construction funding opportunity in November. This work session is to provide the BOCC with the PSA with Anchor QEA which includes a scope of work, costs, and schedule for Phase 1 30% design. As a means of phasing the project, some of the project components are optional and will be initiated if more funding becomes available. The total cost for Phase 1 is up \$898,856, including optional components.

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?** ☐

When a PSA is signed for 30% design, payments for this portion of design will mainly be reimbursed by the County's Ecology 2019 Streamflow Restoration grant.

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

Please sign the PSA with Anchor QEA on Tuesday (July 13, 2021) for Phase 1 30% design so that Anchor can begin work as soon as possible. The PSA has been reviewed as to form and accepted by Elizabeth Stanley, Chief Civil Deputy Prosecuting Attorney.

County Official signature & print name: Ross Tyler

A handwritten signature in black ink, appearing to read "R. Tyler", written over a horizontal line.

* 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)

Design Agenda Item Summary (7-12-21).docx

Revised: 3-04-2019

Name of Employee/Stakeholder attending meeting: __Carol L. Creasey__

Relevant Departments: _Public Works and Parks & Facilities_

Date submitted: 7-7-21

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

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

**PERSONAL SERVICES AGREEMENT**

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

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

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 13th day of July 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of January 2022.

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

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

David M Rice
 Anchor QEA, LLC

Mark Ozias, Chair

Print name: David Rice

Title: Member, LLC

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ATTEST:

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

Loni Gores, Clerk of the Board

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 Clallam County

SCOPE OF WORK

Professional Engineering Services for Dungeness Off-Channel Reservoir Project – Phase 1: Preliminary Design

Clallam County

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1. Project Understanding

The Dungeness River flows from the Olympic Mountains north to the Strait of Juan de Fuca. The river is a critical resource to the people, fish, and wildlife in Clallam County. The Dungeness River Watershed supports wilderness and protected areas in Olympic National Park, working forests, a variety of fish and wildlife species, a productive agriculture industry, and a growing population. Because it lies within the rain shadow of the Olympic Mountains, the agricultural area on the Dungeness River plain does not receive as much precipitation as other areas in Western Washington. Consequently, an extensive network of ditches and pipelines has been developed to divert water from the river for irrigation. Groundwater wells that provide domestic water supply for the growing population also dot the lower watershed. The river and its tributaries also provide critical habitat for fish and wildlife, including fish species listed under the endangered species act (ESA).

Water resource managers and water users in the Dungeness Watershed have been working together for more than two decades to implement a variety of water conservation, infiltration, water supply, and ecological restoration projects aimed at increasing water use efficiency and improving management of the resources provided by the Dungeness River Watershed. Anchor QEA has worked closely with resource managers and water users on many of these projects. We have helped stakeholders with several irrigation efficiency projects that have conserved water used for agriculture and reduced diversions from the Dungeness River during the late-summer low-flow period. We have also worked with stakeholders on infiltration projects that have enhanced shallow groundwater resources and improved streamflows. Our recent experience also includes supporting stakeholders in developing the concept for the Dungeness Off-channel Reservoir project.

Several studies have recommended the creation of water storage reservoir to improve the reliability of water supply for out-of-stream water uses and maintain flows in the Dungeness River and its tributaries during critical low-flow periods to sustain passage and habitat for fish. Multiple water storage concepts have been studied over the years, but other than two small re-regulating reservoirs used for irrigation, no water storage projects have been implemented. The *Dungeness Flow Enhancement Study*, completed by Anchor QEA, Pacific Groundwater Group, and Amanda Cronin (formerly at WWT, currently at AMP Insights) in 2014, studied the potential for implementing both water storage and shallow groundwater aquifer recharge projects to augment flows in the Dungeness River and offset domestic water use. The study was completed with the same key group of stakeholders that are currently working together to implement the Dungeness Off-channel Reservoir project (Clallam County, Washington Water Trust, Clallam Conservation District, the Dungeness Water Users Association, the City of Sequim, Department of Ecology, Department of Fish and Wildlife, and the Jamestown S'Klallam Tribe). The site proposed for the Dungeness Off-channel Reservoir project was identified through that process and conceptual designs were developed for the site as part of the study.

The proposed Dungeness Off-channel Reservoir project offers a storage concept that has broad support among local resource managers, water users, and other key stakeholders. The proposed project is to construct a reservoir with up to 1,600 acre-feet of water storage capacity on a 319-acre parcel currently owned by the Washington State Department of Natural Resources (WDNR). The parcel is located along River Road approximately one mile south of the City of Sequim and is currently managed for timber production. Most of the parcel has been harvested within the last 20 years and is now primarily used by the public for recreation. A network of trails provides opportunities for hiking and mountain biking.

The reservoir would capture water diverted by gravity from the Dungeness River via Highland Irrigation District (HID) canal system. A HID lateral bisects the site, flowing across the site from south to north. Water would be diverted and stored in the proposed reservoir during the winter, spring, and early summer, when flows in the river are high and water is available. The reservoir would also capture overland flow runoff conveyed by irrigation ditches. Stored water would be released to meet irrigation needs during the fish critical period.

Clallam County and other project stakeholders have identified the following key community benefits that will result from implementation of the project:

Streamflow Restoration for Salmon: Water will be released from the reservoir to meet irrigation needs during the late summer critical low-flow period (August to September). Water released from storage will allow for a corresponding reduction in diversions from the Dungeness River, which will increase flows in the river during the critical low-flow period. Increased streamflows will enhance fish passage and habitat conditions for ESA-listed salmon and Steelhead. The project will contribute to a flow restoration goal of maintaining a minimum flow of 105 cubic feet per second (cfs) in the river during average and wet years.

Long-term Agricultural Viability: Seven irrigation districts and ditch companies divert water from the Dungeness River. With construction of pipelines associated with the project, the reservoir will be able to supply water to all the irrigation districts and ditch companies that divert water from the right bank (east side) of the Dungeness River. These irrigation districts and ditch companies on the east side typically divert up to 25 cfs in the early summer, but diversions often have to be reduced through the late summer as less flow is available in the river. The proposed reservoir will have capacity to supply nearly all the late summer irrigation demand on the east side of the river. Stored water will add reliability to the irrigation supply system east of the Dungeness River because water can be diverted to storage over a longer period when water is available, then released when flows in the river are low.

Overland Flow Management: The City of Sequim and Clallam County are interested in diverting overland flow to the reservoir during peak storm events to reduce the impact of flooding that occurs in Sequim. Surface water runoff from peak storm events, which typically occur during the late fall and winter, is incidentally captured by the HID main canal and conveyed through

the network of irrigation ditches through Sequim. However, downstream culverts and connections to overland flow facilities are not sized to convey these flows, so flooding often occurs. The project proposes to capture overland flow from the HID main canal where the canal crosses under Sporseen Road and Happy Valley Road and convey that water to infiltration facilities or directly to the storage reservoir.

Infiltration: Infiltration facilities are proposed as part of the project to infiltrate overland flow and stored reservoir water. The facilities would be designed to provide infiltration for overland flow intercepted from the HID main canal and to be used as shallow aquifer recharge (SAR) using stored water. Infiltration of stored water at the right time of year via SAR facilities can be used to augment late summer baseflow in the Dungeness River and small streams. . Anchor QEA and Pacific Groundwater Group have worked with water resource managers to evaluate and design other SAR facilities in the watershed.

Climate Resiliency: Climate change projections for the Dungeness River, provided by the University of Washington's Climate Impacts Group, show a trend toward warmer winters with more rain and less snow in the Olympic Mountains. The projections indicate that climate change will result in lower peak flows in the late spring, an earlier drop in flows rates through the summer, and longer critical low-flow periods in the late summer. Storage will help address these challenges by allowing water users to capture and store water when there is excess for use when it is needed.

Recreation: The site is currently used by the public for a variety of recreational activities, including hiking, mountain biking, dog walking, and wildlife viewing. The County is interested in future use of the site as a County Park. It is our understanding that recreational opportunities will be evaluated further by Clallam County Parks, Fair, & Facilities and the public and design of recreational amenities will be part of a separate project.

With the intent of completing a storage project that will provide these key benefits, Clallam County has requested that Anchor QEA prepare this scope of work to complete design of the project. This document includes a detailed scope of work, a list of assumptions that are reflected in the scope of work, a budget for the services included, and an updated schedule for the work.

2. Scope of Services and Deliverables

We understand that the work will be funded through grants secured through the Washington Department of Ecology (Ecology) Streamflow Restoration Grant Funding Program. The original grant provided by Ecology through that program will expire at the end of June 2023. One of the tasks Clallam County needs to complete with the funding provided under the original grant is 30% design.

To help the County complete deliverables in a timely manner that will accommodate the goals of the grant funding, Anchor QEA proposes to complete design and permitting of the project in two phases, as follows:

Phase 1: Data Collection and Preliminary (30% Complete) Design (this document) – As part of this phase, Anchor QEA will initiate and complete field data collection efforts needed to support 30% design development, prepare 30% design drawings and cost estimates for the project. This scope of work assumes that the 30% design will generally build on the project concept described in the Request for Proposals and laid out in the prior conceptual design documents prepared by Anchor QEA and others. The goal of this phase of the work will be to advance the designs to the preliminary design level with enough detail to meet funding requirements and provide information needed to pursue additional funding opportunities for construction.

Phase 2: Detailed Design Development and Permitting – After completing the 30% design for the project, Anchor QEA will work with Clallam County to refine the designs for permitting, submit environmental permit applications for the project, and then develop detailed design drawings, specifications, and opinions of cost to the level needed for bidding and construction. Anchor QEA will also prepare design documentation needed to secure Dam Construction Permit approval through Ecology's Dam Safety Office (DSO).

This document only includes the scope of work and budget for Phase 1: Data Collection and Preliminary Design. A draft of the scope of work for Phase 2: Detailed Design Development and Permitting has also been prepared as a separate document. Because key project elements and other design needs will be more clearly understood and confirmed as Phase 1 is completed, Anchor QEA proposes to meet with the County and Reservoir Partners following completion of Phase 1 to review and refine the scope of work and budget for Phase 2 to ensure that the detailed design and permitting needs of the project are accurately reflected in the Phase 2 scope of work and budget. This will reduce the uncertainty and potential conservatism in the fees associated with Phase 2.

Anchor QEA's response to Clallam County's Request for Proposals also outlined work that can be done during the construction phase of the project to assist the County with bidding, contracting, and constructing the project. This scope of work assumes that a separate scope for construction phase services will be prepared later in the design process, prior to construction, and will reflect the County's anticipated resources and ability to oversee the construction of the project at that time.

All of the work will be completed under the direction of Clallam County's project manager, Carol Creasey, with the assistance of the Assistant County Engineer, Joe Donisi. Anchor QEA team will be managed by Bob Montgomery, PE. David Rice, PE, will lead the engineering and design effort. Anchor QEA will be supported by Shannon & Wilson (geotechnical engineering/embankment design, constructability, cost estimating), Pacific Groundwater Group (hydrogeology, infiltration facility design), HDR (intake evaluation and design, hydropower evaluation, peer review), AMP Insights

(public outreach, reservoir operations strategy), Pacific Engineering (structural engineering), Ott-Sakai and Associates (independent cost estimating review), and Pacific Geomatic Services/Parametrix (land surveying). Anchor QEA has also contacted Clark Land Office, a Sequim-based land surveying firm. They have limited availability to take on new work at this time, but if they can fit some of the survey work described in this scope into their schedule later this year, we will likely also subcontract to them.

Phase 1 – Data Collection and Preliminary (30% Complete) Design

Task 1-1: Data Collection/Validation of Concept

As part of this task, our project team will review available background information and complete field investigations needed to validate the project concept and provide a basis for the preliminary design. A multi-phase approach is proposed toward collected data to support the design of the project. The initial phase will include identification and collection of data needed to support preliminary design and is anticipated to include the majority of the field data collection effort. However, after the project is better defined through the preliminary design process, additional data will likely be needed to support detailed design (Phase 2). This task will include the initial phase of data collection and review of data needed to support preliminary design, as follows:

Subtask 1-1.1: Collection and Review of Background Information

As an initial step, the project team will collect and review available background information, including data that has been obtained since completion of our previous study in 2016. We will summarize background information and identify data gaps in a short memorandum. We will meet with Clallam County via WebEx to discuss the memo and our approach to collecting additional data needed to support preliminary design.

Subtask 1-1.1 Assumption

This task assumes review of information that is readily available from public sources, from prior project work, or as supplied by Clallam County and other project stakeholders.

Subtask 1-1.2: Phase 1 Topographic Surveys

Anchor QEA will subcontract with a licensed land surveyor to complete topographic surveys to support preliminary designs. The surveys will be phased to allow for preliminary designs to be completed using existing topographic mapping based on LiDAR data. The Phase 1 survey will result in a preliminary base map of existing conditions for the project that will be used for preliminary design. Once the preliminary design is completed, areas will be identified for supplemental survey data collection and that data will be collected and added to the base map to provide a basis for detailed design during Phase 2 of the design work (See Task 2-3.1). We anticipate that topographic

and boundary surveys of key areas within the parcels to be purchased for the project from DNR will be completed during Phase 2.

The Phase 1 topographic survey will include collection of elevation data and surface features within key project areas, as follows:

Survey of key points along the thalweg of the H1 Lateral from the HID Main Canal through the reservoir parcel (Clallam County Parcel 04306210000) to verify key existing ditch elevations at the reservoir and associated structures

Survey of the HID Main Canal at control structure location

Optional surveys in Phase 1 are described below:

Survey of the overland flow capture system alignment, including:

- The HID Canal from upstream of Sporseen Road to downstream of Happy Valley Road
- The Happy Valley Road right-of-way from east of the HID Canal to the reservoir parcel

The surveys will pick up identified wetland areas within the survey boundaries and other features pertinent to permitting

Anchor QEA worked with a licensed land surveyor under a separate contract with Clallam Conservation District to survey existing ditch and lateral alignments for pipelines that will be installed to replace those ditches and laterals to distribute water from the reservoir to various downstream irrigation ditches for conveyance to water users. The preliminary (30% complete) design of those pipelines was completed under the contract with Clallam Conservation District, and detailed designs may be completed as part of Phase 2 if additional funding is awarded to the project.

Subtask 1-1.2 Assumptions

Clallam County will coordinate access to all areas requiring surveys and keys for gates will be provided by Clallam County.

For safety reasons survey personnel are not permitted to enter enclosed utility structures. These structures will be detailed and inventoried only to the extent feasible from the surface.

All electronic mapping standards will be based on APWA drafting standards unless specified otherwise.

Survey field crews may need to perform minor brushing with machetes to conduct this survey. It is assumed that any permissions needed to do so will be secured by Clallam County.

Subtask 1-1.3: Phase 1 Geotechnical Explorations

This task will include completion of geotechnical explorations to supplement information provided in a preliminary geotechnical exploration program completed by Anchor QEA during conceptual design. Shannon & Wilson will complete the following tasks, which are critical to support design of the reservoir:

Review existing project data and published geologic maps, collect and review well logs for wells near the site and available through the Washington State Department of Natural Resources online database

Participate in the project kick-off meeting at the site with the project team and County.

Perform a geologic reconnaissance of the site and geologic exposures near the site, including the bluff along the west side of the site along the Dungeness River and the slope east of River Road.

Perform Phase 1 explorations (see Exhibit A) as part of a phased subsurface exploration program that is conducted progressively as the design of the overall project and design of individual project elements advance. A phased exploration program provides the benefit of advancing the understanding of subsurface conditions at the site incrementally and in concert with the design. Conducting the explorations in phases allows the exploration type, location, and depth of later phase explorations to be modified, if necessary, based on the subsurface conditions encountered in earlier phases and design changes that occur as the project design advances.

- Mark exploration locations in the field. Contact the 811 call-before-you-dig utility locate service.
- Coordinate with the Washington State Department of Ecology Dam Safety Office (DSO) to advise them of the project, notify them of when subsurface explorations will be conducted so they can visit the site when explorations are ongoing (if desired), and to obtain guidance on specific requirements they may have that are relevant to the particular project site and subsurface conditions.
- Perform Phase 1 subsurface explorations (borings and test pits) to characterize the site geology, including foundation conditions of the reservoir perimeter embankment, soil type and layering in potential infiltration areas, and on-site materials that would be excavated to create the reservoir and used for embankment construction.
 - Borings will be performed using sonic core drilling methods, to obtain near continuous sampling throughout the depth of the borings.
 - Test pits will be distributed in areas of the project site not previously explored using test pits to characterize near-surface soil, soil variability, and to obtain bulk samples for testing.
- Install groundwater elevation monitoring devices in multiple borings for the reservoir and infiltration facility to characterize the groundwater conditions, estimate

groundwater flow direction across the combined reservoir and infiltration sites, and support preliminary engineering analyses and design of the reservoir perimeter embankment and groundwater modeling for the infiltration facility.

- Vibrating wire piezometers (VWPs) and observation wells will be installed in the borings for monitoring groundwater conditions.
 - Initial measurements will be made approximately 1 week after VWP and well installation.
 - Data loggers will be installed in the borings to obtain multiple groundwater measurements each day. Data will be downloaded every 2 to 4 months for up to 12 months. VWPs and wells installed in borings but where data loggers are not installed will be read every 2 to 4 months when data from data loggers is downloaded.
- Perform laboratory testing of soil samples obtained from borings and test pits, including soil characterization, index testing, grain size distribution, and compaction tests. Test results will be used to select engineering parameters to be used for seepage and stability evaluation of the reservoir embankment and its foundation, the infiltration facility, and for use in groundwater modeling. The test results will also be used for preliminary evaluation of the potential for processing on site materials to produce reservoir embankment filter and drainage zone aggregates.

Prepare a preliminary Geotechnical Data Report that presents the data collected from the geologic data sources, geologic reconnaissance, subsurface explorations, groundwater data, and laboratory testing, and including existing pre-project subsurface exploration data.

A map illustrating the extent and anticipated location of Phase 1 geotechnical exploration is included as Exhibit A to this scope of work.

Subtask 1-1.3 Assumptions:

Total project duration is assumed to be 18 months, with Phase 1 to be completed in November 2021.

Allowances are included in the budget for participation in in-person meetings and conference calls related to the geotechnical work. The kick-off meeting will be at the project site. Phase 1 meetings with the County will be in Seattle or by conference calls.

Access to the site and keys for gates will be provided by Clallam County.

No permits will be required for cutting of trees and removal of vegetation to develop access for excavators, backhoes, drills, and exploration program support equipment. If permissions are required, Clallam County will secure those permissions prior to initiating this work.

Only utilities that subscribe to the 811 call-before-you-dig utility locate service are present on the site. (i.e., no private utilities that would not be identified through 811 notification are present).

No contaminated materials or groundwater will be encountered in the explorations.

Material excavated from test pits will be used to backfill test pits. Test pit backfill material will be tamped with an excavator bucket but will not be compacted. The ground surface at backfilled test pits will be smoothed, seeded, and covered with mulch.

Sonic core samples will be transported to Shannon & Wilson's Seattle laboratory. After sample review and testing is complete, samples not used for laboratory testing will be stored for up to 12 months.

Phase 1 explorations can be performed with one mobilization per drill rig type and explorations performed during consecutive workdays.

- Phase 1 sonic core drilling will occur during 2 consecutive weeks and include up to:
 - One boring to 150 feet, three borings to 100 feet, and up to four borings to 75 feet,
- Phase 1 test pits will be completed over 2 consecutive days.

Subtask 1-1.4: Additional Cultural Resources Review

The project will require review under Section 106 of the National Historic Preservation Act, with the U.S. Army Corps of Engineers (USACE) as the lead federal agency if there is a federal nexus either through wetland disturbance or modifications to the HID intake on the Dungeness River. If there is no federal nexus, Ecology would be the lead agency. Ecology's approval process is similar to USACE's with a similar level of effort to complete. Since we don't know yet if a federal permit is required, we are assuming the Section 106 process will be followed. Anchor QEA understands that the County hired consultant Dudek to complete a preliminary cultural resources review of the project, as summarized in a cultural resources inventory report (February 2021). That effort included an archival review and field survey. To support this work, Anchor QEA's archaeologist will perform additional surveys and research as needed to support permitting. The approach to this effort will be based on matching the cultural resources survey efforts to the specific potential effects of the project (the area of ground disturbance, and modifications to historic structures) and regulatory requirements. We anticipate four steps:

Coordination with design. The previous cultural resources work characterized the landform and tested in the area of the proposed reservoir. Anchor QEA will work with the design team to identify any areas where potential effects may occur outside the previous testing (for example, utilities work, staging and stockpiling, and access road construction).

Coordination with geotechnical work. A qualified archaeologist will be present to monitor a subset of geotechnical work, likely focused on test pits in areas identified as having proposed ground disturbance but no previous testing.

Additional survey work. Areas of ground disturbance that are not covered by the geotechnical monitoring may require additional shovel testing. If there are project elements outside the area previously surveyed, there may need to be some additional recordation of canals or other potentially historic structures.

Documentation. Anchor QEA will prepare a Supplemental Cultural Resources Report (CRR) that will build upon the previous survey. The CRR will incorporate previous background research by reference. It will include a detailed project description, a brief summary of previous research for the project, a description of the results of any additional survey research, inventory forms as required for newly discovered or updated resources, and recommendations for Section 106 determinations.

Design coordination is a desktop exercise expected to consist of meetings and review of plan sets and other documentation. The geotechnical monitoring and additional cultural survey efforts will be combined into one field effort. This effort is expected to include up to one acre of additional survey area and take up to 5 days for 2 field staff combined for geotechnical monitoring and additional survey. Survey will include pedestrian reconnaissance of any areas not previously surveyed, subsurface shovel probes in areas where ground disturbance is expected but no previous testing occurred, and recordation of any built environment structures that could be affected and were not previously identified.

Survey will be conducted using industry standard methods, and consistent with applicable state and federal guidelines. It is expected that no more than two potentially eligible archaeological resources will be identified, and no more than two historic structures will require new or updated documentation.

The CRR will comply with applicable guidelines from state and federal agencies. We anticipate three rounds of review: one by Clallam County, one by USACE or lead agency, and one by Section 106 consulting parties (including Native American Tribes and the State Historic Preservation Officer).

Subtask 1-1.4 Assumptions:

Cultural resources coordination includes participation in up to 6 1-hour conference calls with the design team.

Cultural resources survey will include monitoring of no more than 6 geotechnical test pits, and additional survey of no more than 1 acre.

Additional cultural resources survey and geotechnical monitoring can be scheduled to occur at the same time.

No more than 2 archaeological resources will be identified, and no more than two historic structures will require new or updated documentation.

Archaeological resources that require evaluation for significance will require no more than 4 additional shovel probes each. Evaluation of any large, extensive sites will require additional scope.

The CRR will be provided in Draft for review by the County, a Revised Draft for review by USACE or lead agency, a Final for inclusion in permit applications, and a Revised Final for review by Section 106 consulting parties.

Subtask 1-1.5: Wetland Study (Optional)

Anchor QEA's wetland scientists will support project permitting by completing a wetland investigation and delineation of the site and other areas proposed for improvements, such as pipeline alignments and the overland flow capture area. The work will include desktop research to identify wetlands mapped in the national wetland inventory and by the county, a field survey to document site conditions and delineate wetlands present within the project area, and preparation of a Wetlands and Waters of the U.S. Delineation Report to summarize the results. This work will be critical to supporting the design and environmental permitting for the project.

In addition, while on site, the wetland scientists will document key habitat features such as mature trees and presence of sensitive species such as great blue heron or raptor nests and any wildlife observed.

Subtask 1-1.5 Assumptions:

Access to the site and keys for gates will be provided by Clallam County.

Subtask 1-1.6: Phase 1 Infiltration Testing

The project site is located along the upper Dungeness River, just downstream of where the river emerges from bedrock terrain. In this location, the river's alluvial fan cuts through glacial sediments to the east and west, while the river flows to the north. The project site sits on alluvial sediments (Qal) between the river (immediately west) and an exposure of Vashon glacial till (Qvt, immediately east). Both the river and the glacial sediments may form hydraulic boundaries for groundwater in the Qal beneath the site. In addition, it is possible that glacial sediments occur at shallow depths beneath the alluvium where the site is in close proximity to the Qvt. Exploratory drilling will be needed to evaluate the occurrence, texture and hydraulic properties of the Qal, and the roles of glacial sediments and the river as hydraulic boundaries to the Qal aquifer. The Dungeness River has been shown to exhibit seepage losses and downward hydraulic gradients in the project site vicinity (Simmonds & Sinclair, 2002). The site is underlain by Carlsborg gravelly sandy loam soils, which has an estimated saturated hydraulic conductivity (Ksat) of 2-6 inches/hour. Underlying aquifer materials may exhibit significantly higher Ksat values.

Anchor QEA will subcontract to Pacific Groundwater Group to complete Phase 1 infiltration testing and recommendations for the project. From a hydrogeologic perspective, Phase I will characterize subsurface conditions between the proposed infiltration site, the river, and the glacial sediments to develop a hydrogeologic framework in support of initial assessment and design of an infiltration facility. Elements investigated will include sedimentary textures, saturation, geographic extent of aquifers and aquitards, potential hydraulic boundary conditions (e.g. river, glacial deposits), and initial estimates of hydraulic properties of the vadose zone and the shallow aquifer.

As part of this phase, Pacific Groundwater Group will coordinate with the geotechnical exploration being completed by Shannon & Wilson and will complete the following:

Observe and characterize the subsurface hydrogeologic framework beneath the site. During observation of drilling, Pacific Groundwater Group will overlap with Shannon & Wilson on limited wells beneath the proposed reservoir site to share knowledge and to ensure logging consistency.

Support Shannon & Wilson in preparing hydrogeologic cross sections through the overall site that link the infiltration area to surrounding hydraulic boundaries.

Subtask 1-1.6 Assumptions:

The proposed infiltration site will be located on the same parcel as the reservoir, likely adjacent to River Road or near the north end of the parcel.

Pacific Groundwater Group will coordinate with the geotechnical exploration to observe key explorations to characterize subsurface hydrogeology.

Task 1-1 Deliverables

The following deliverables will be completed and submitted to Clallam County for review as part of Task 1-1: Data Collection/Validation of Concept:

Data Summary, Data Gaps, and Additional Data Collection Plan Memorandum (PDF format)

Phase 1 Topographic Survey (PDF format and AutoCAD Civil 3D 2020 format)

Preliminary Geotechnical Data Report (PDF format)

Supplemental Cultural Resources Report (PDF format)

Wetlands and Waters of the U.S. Delineation Report (PDF format)

Preliminary Infiltration Testing and Recommendations Report (PDF format)

Task 1-2: Preliminary (30% Complete) Design

After completing an evaluation of existing background data, identifying data gaps, and completing key field data collection activities to support the preliminary design, Anchor QEA will be ready to complete preliminary (30% complete) design documentation for the project. The preliminary design will include developing layouts, alignments, profiles, and preliminary sections for each of the key design elements listed below:

Up to a 1,600 Acre-foot Reservoir

Reservoir Lining System

Reservoir Inlet, Outlet, and Spillway Facilities

Overland Flow Capture and Conveyance System

Infiltration Facilities

Irrigation Conveyance Facilities (Intake to Reservoir)

Irrigation Conveyance Facilities (Reservoir to Downstream Water Users)

Drought Pump from Reservoir to HID Main Canal

We anticipate that the budget constraints for the design work may eventually require that some of the elements beyond the reservoir itself (overland flow capture and conveyance system, infiltration facilities, irrigation intake improvements, irrigation conveyance facilities, slope erosion improvements, and drought pump) may need to be developed as separate projects. This task will provide a level of detail for those elements to just what is needed to develop a preliminary opinion of probable construction costs for each element.

This scope of work assumes that the preliminary design will generally be based on the design concept presented in the Request for Proposals and prior documents prepared by Anchor QEA and others. This task will not include a detailed alternatives or phasing evaluation for all key design elements but will be focused on optimizing the configuration of the reservoir itself. In addition, one component of the project will be design of pipelines needed to convey reservoir water to the reservoir and downstream irrigation canals and laterals for delivery to water users. Anchor QEA has entered into a separate contract to complete preliminary (30% complete) designs for these pipelines with grant funding that will expire at the end of June 2021. The detailed design of this component may need to be covered under Phase 2 of this scope of work or developed as a separate project, depending on budget available for the Phase 2 design work or other funding.

The following subtasks will be completed to develop preliminary designs for these key elements:

Subtask 1-2.1: Preliminary Design Studies

This step includes completion of technical studies needed to support the preliminary design of each of the project elements. The following technical studies are proposed:

Reservoir Configuration Evaluation

The conceptual reservoir design developed by Anchor QEA included a reservoir that would be created by excavating and placing an earthen embankment. The construction would require an estimated 710,867 cubic yards of cut and 768,082 cubic yards of fill. The resulting reservoir would have a maximum water surface area of just over 88 acres and a storage capacity of 1,586 acre-feet.

As an initial task in the preliminary design of the reservoir, Anchor QEA will review this reservoir configuration and up to 5 alternative configurations using AutoCAD Civil 3D. The objective of this exercise will be to optimize the footprint of the reservoir, maximize storage capacity, optimize the earthwork balance, and minimize the cost of the facilities. This task will not include a detailed alternatives or phasing evaluation for all key design elements but will be focused on the configuration of the reservoir itself. Anchor QEA will provide a plan of each reservoir configuration and a table summarizing the key design characteristics (elevations, water surface area, storage volume, and earthwork volumes) of each configuration for discussion with Clallam County.

Anchor will then schedule a half-day design charette with the County and our teams project manager, lead engineer, geotechnical engineer, construction manager, and cost estimating subconsultant to review and discuss the alternative reservoir configurations. If needed, the County may include other key stakeholders in this design charette. If COVID-19 safety restrictions allow, this design charette will take place in person at Anchor QEA's office in Seattle. The goal of the design charette will be to confirm the preferred reservoir configuration for preliminary design. Following the design charette, Anchor QEA will then prepare a short memorandum outlining the analysis and summarizing the preferred reservoir configuration and other key project elements.

Reservoir Hydrology and Hydraulics Analysis

Anchor QEA will complete hydrologic and hydraulic analyses needed to support the preliminary design of the reservoir. The preliminary analyses will include the following:

Delineation of the Watershed Boundary: Anchor QEA will delineate the watershed area that will be tributary to the reservoir based on publicly available LiDAR data.

Evaluation of Dungeness River Flows: Anchor QEA will review and update analyses already completed by Washington Water Trust and others to evaluate the availability of flows in the Dungeness River.

Hydrologic Analysis: Anchor QEA will complete modeling to estimate natural inflows from the area upstream of the reservoir using continuous simulation model, such as the Western Washington Hydrologic Model (WWHM) or MGS Flood.

Reservoir Hydraulics: Anchor QEA will complete hydraulic analyses of the proposed reservoir to estimate inflow rates, velocities, reservoir fill and release rates, and water surface elevations.

Hydraulic Analysis of Inlet and Outlet Facilities: This analysis will size controls and evaluate settling basin and inlet structure configurations at the reservoir inlet, evaluate controls at the outlet, and allow for flows into and out of the reservoir to be managed to meet Ecology DSO requirements and irrigation needs.

Downstream Hazard Evaluation: Anchor QEA and Shannon & Wilson will complete the analyses required by Ecology's DSO to evaluate the hazard classification of the earthen impoundment and determine the inflow design storm, which is the storm event that has to be safely passed through reservoir outlet and spillway facilities without overtopping the embankment to meet DSO requirements.

Reservoir Spillway Sizing Analysis: Anchor QEA will evaluate the type and configuration of spillway to be included in the reservoir design and will evaluate where to spill excess water.

A preliminary summary of the hydrology and hydraulics analysis will be prepared and included as a section in the preliminary basis of design report (see Task 1-2.3). The hydrology and hydraulics analysis will also be refined as the design progresses during Phase 2 and incorporated into a formal hydrology and hydraulics analysis report that will be submitted to Ecology DSO for review and dam construction permitting as part of Phase 2. Anchor QEA will initiate consultation with Ecology DSO

as part of this task to discuss the design of the reservoir and to ensure that the hydrology and hydraulics analysis meet DSO guidelines.

Reservoir Operations Plan and Analysis

Anchor QEA will complete a preliminary reservoir operations plan that will include the following:

Water Balance: Anchor QEA will develop a water balance spreadsheet model to estimate flows to and from the reservoir on a monthly or weekly time step based on estimated inflows and control with the proposed outlet structure. The water balance model will be used to determine changes in reservoir levels and volume and release rates needed to meet irrigation demand downstream of the reservoir.

Reservoir Operations Recommendations: Anchor QEA will prepare preliminary recommendations for the operation of inlet and outlet controls at the reservoir, at the HID intake facilities, and at the control facility on the HID main canal. Recommendations will be made for the type of gates, valves, and other controls needed to achieve operational goals.

A short summary of the preliminary operations plan and analysis will be prepared to summarize the water balance and operating recommendations. The summary will be included as a section in the preliminary basis of design report (Task 1-2.3) and will identify projected flow benefits in the Dungeness River.

Overland Flow Capture and Conveyance Evaluation (optional)

This task will include a preliminary evaluation of the overland flow capture and conveyance system proposed to divert overland flows that collect in the HID main canal to the reservoir or to infiltration facilities constructed as part of the project. This evaluation will be completed as follows:

Hydrologic Evaluation: Review hydrologic modeling completed recently by Wilson Engineering and incorporate the results of that modeling into the preliminary design of overland flow capture and conveyance facilities.

Hydraulic Analysis: Complete a hydraulic analysis using spreadsheet tools to evaluate the size and configuration of the overland flow capture structure and conveyance facilities.

Alignments and Profiles: Develop and evaluate alignments and profiles for the proposed overland flow capture and conveyance facilities using AutoCAD Civil 3D.

A short summary of the analysis will be prepared to summarize the evaluation of the overland flow capture and conveyance system. The summary will be included as a section of the preliminary basis of design report (Task 1-2.3). Figures illustrating alternative plan and profile figures will be included.

Geotechnical Engineering Analyses

Preliminary geotechnical engineering will be performed to develop preliminary recommendations for the geomembrane-lined reservoir, including embankment slopes, internal zoning of the reservoir embankment, and foundation preparation. (Note, for lined high-hazard embankments and

reservoirs, the Ecology DSO requires the embankment be designed to meet seepage and stability criteria for a condition where the liner is assumed to not be present.)

Develop seismic design parameters and ground motion spectra for the site.

Perform liquefaction susceptibility evaluation for embankment foundation soils.

Perform preliminary engineering seepage and stability analyses for the reservoir embankment and foundation and bluff west of the reservoir.

Develop concept designs for the reservoir embankment internal zoning and foundation, including seepage cutoff, embankment filter and drain zones, seepage pressure relief, and mitigation for piping caused by seepage.

Provide concept sketches for the embankment slopes and internal zoning to assist with conceptual engineering for the reservoir.

Prepare a Draft Preliminary Geotechnical Recommendations Memorandum that presents the geotechnical analyses results and preliminary recommendations for reservoir embankment slopes and internal zoning, foundation preparation, and use of onsite material in the embankment.

Infiltration Facility Evaluation (Optional)

An evaluation of infiltration potential will be completed for the preferred infiltration site. New facilities will be designed to capture and infiltrate overland flow during storm events and to be used for SAR using water stored in the reservoir. The evaluation would include the following:

Siting of Infiltration Facilities: Information developed during the hydrogeologic characterization of the site (Task 1-1.6) will be used to recommend the best locations for potential infiltration facilities.

Infiltration Capacity Assessment: Based on the results of hydraulic testing conducted under Task 1-1.6 and associated hydrogeologic characterization, Pacific Groundwater Group will evaluate infiltration capacity at the preferred site, as follows:

- Prepare preliminary estimates of the saturated hydraulic conductivity (K_{sat}) in the vadose zone and the transmissivity (T) of the shallow aquifer.
- Use these parameters to provide initial (30% design) estimates of site infiltration capacity and water-table mounding beneath the infiltration facility.
- Review and interpret water-level hydrographs collected from pressure transducers (VWP's) installed by Shannon & Wilson in the project borings (Shannon & Wilson will provide Pacific Groundwater Group with water-level hydrographs and associated data). Although the monitoring period will be relatively short (several months), Pacific Groundwater Group will review the data to identify any considerations that could apply to infiltration facility design and operation.
- Confer with Shannon & Wilson regarding groundwater discharge (springs and seeps) on the topographic escarpment immediately adjacent to the Dungeness River to qualitatively consider any concerns associated with water-table responses to infiltration.

- Integrate the above analyses into an understanding of subsurface conditions and provide a preliminary assessment of subsurface suitability for proposed infiltration.

Infiltration Facility Design: Anchor QEA will develop infiltration facility designs with the input provided by Pacific Groundwater Group that are optimized to site characteristics as well as the goals of SAR and subsurface overland flow management.

A short summary will be prepared to outline the results of the evaluation of alternative infiltration facility locations and configurations, results of infiltration testing and groundwater modeling, and recommendations for design. That summary will be included as a section in the preliminary basis of design report (Task 1-2.3).

HID Irrigation Intake and Screening System Assessment

Anchor QEA will subcontract with HDR to perform a reconnaissance level review of the existing HID intake screens and fishway to ensure that the facilities have adequate capacity to divert the desired flow rate to the reservoir. HDR will visually observe the current intake, note existing site conditions, and gain an initial perspective to help understand project issues and opportunities. As part of this review HDR will review the operational requirements of the facility and identify potential site conditions that may impact or constrain corrective modification alternatives. Upon completion of the reconnaissance activities, HDR will document the current condition of the facility and identify discrepancies with current engineering practice and agency guidelines associated with fish protection and screening strategies. Results will be used to document concerns with regulatory compliance and confirm whether the existing intake facility can divert up to 25 cfs while still be in compliance with current agency guidelines. This work will be completed in the following steps:

1. Perform a review of existing project design and record (as-builts) documents.

Conduct a site visit, take photographs and visually observe the intake, adjacent river conditions immediately adjacent to the site, and hydraulic infrastructure.

Discuss operations and maintenance with HID personnel to understand intake operations and potential deficiencies.

Perform a brief Condition Assessment of the intake, and associated structures by an engineer who specializes in river intakes. This includes comparison of future condition with respect to the desired future operational objectives identified in the interview.

Identify and prepare an annotated list of potential improvement options for the various facility deficiencies identified in previous tasks.

Prepare a short summary of the assessment, to be included as a section in the preliminary basis of design report, documenting findings and results of the visual inspection, condition assessments, and review of regulatory guidelines.

Two engineers from HDR, one senior and one junior civil engineer, who specialize in river intakes will perform the irrigation intake and screening field investigation.

Water Quality Analysis

The Dungeness Water Users Association (DWUA) is concerned about the quality of water released from the reservoir for irrigation and indicated that the project will need to address concerns related to algae growth, temperature rise, and fecal load from waterfowl. Anchor QEA will complete an analysis of water quality that will include the following:

Water Quality Data Review: Anchor QEA will review information from water quality samples collected in the HID canal system and the Dungeness River. As part of the initial evaluation of water quality, we will rely on data collected by Streamkeepers. If additional data is required to support water quality modeling, Anchor QEA will identify data needs and will coordinate with Clallam County and Streamkeepers to collect that data.

Water Quality Modeling: Anchor QEA will estimate incoming nutrient loads from overland flow, canal flows, atmospheric deposition, and bacteria from waterfowl. The primary contributor to water quality problems such as algal growth will be nutrient inputs and temperature. A water quality assessment will be performed using either a generalized trophic status model developed for the Pacific Northwest or the "Bathtub" water quality model to assess the potential for algal growth. The choice will depend on the potential nutrient loading and data available to assess future water quality conditions. Data from similar types of reservoirs will be sought out to provide a comparison.

Evaluation of Treatment Alternatives: Anchor QEA will evaluate alternatives for minimizing water quality issues. We will research and summarize how other irrigation districts or reservoir owners manage water quality in similar types of reservoirs.

The results of the water quality data review, analysis, and evaluation of treatment alternatives will be summarized in a section in the preliminary basis of design report (Task 1-2.3). The summary will include recommendations for treatment facilities or practices, such as settling of sediments, reservoir cleaning, aeration, methods to discourage waterfowl use, and/or biofiltration to ensure that water released from the reservoir will meet irrigation needs.

Subtask 1-2.1 Assumptions:

Access needed to sites to complete these technical studies and keys for gates will be provided by Clallam County and Eastside Irrigators.

Analysis of reservoir configurations and development of design figures and drawings will be completed using AutoCAD Civil 3D.

The design charrette conducted to evaluate and select a preferred reservoir configuration will be held in-person at a location identified by Clallam County near the project site.

The reservoir hydrology and hydraulics analysis will be developed to meet Ecology DSO guidelines and requirements.

Hydrologic modeling required for the various technical studies will be completed using the WWHM or MGS Flood.

The analysis of overland flow capture and conveyance facilities will rely on hydrologic modeling results compiled by Wilson Engineering in their recent (March 2021) study.

Clallam County or HID will provide documentation for existing irrigation facilities, include record drawings, inspection reports, and historical surveys/maps.

Clallam County, HID, or WWT will confirm water rights and desired flow rates, define ordinary high water levels at the HID intake facilities, and the HID manager will be present to address questions regarding operations of existing irrigation intake facilities.

HDR will perform visual assessments as part of the irrigation intake and screening assessment.

No material testing will be performed or required.

The water quality assessment will use a generalized trophic status model developed for the Pacific Northwest or the "Bathtub" water quality model developed by the U.S. Army Corps of Engineers to evaluate potential for algal growth.

Subtask 1-2.2 Preliminary Permitting Approach and Outreach

During the preliminary design phase of the project, Anchor QEA will meet with the regulatory agencies early in the project to verify the permits and approvals needed. We anticipate that project impacts, as documented in a State Environmental Policy Act (SEPA) checklist, will result in a Determination of Non-Significance (DNS) or Mitigated Determination of Non-Significant (MDNS), but this will need to be verified once the preliminary design and preliminary analysis of impacts is complete. It will be important for the SEPA threshold determination to be made as early as possible after completion of the preliminary design to ensure the overall SEPA compliance process does not delay the overall project schedule.

Permitting Approach: Anchor QEA will summarize a recommended approach to obtaining the necessary permits and approvals for the project after verifying key assumptions with the regulatory agencies. This memorandum will recommend strategies for permitting the project as efficiently as possible.

Subtask 1-2.2 Assumptions:

A SEPA threshold determination will be made as early as possible after completion of the preliminary design.

The permitting approach will be developed based on initial input and early consultation with key regulatory agency staff.

Subtask 1-2.3: Preliminary (30% Complete) Design

Anchor QEA will prepare preliminary (~30% complete) design documents, including the following:

Preliminary Basis of Design Report: Anchor QEA will prepare a preliminary Basis of Design Report that will include an overview of the project, a summary of the key findings from the technical studies, technical memorandums prepared as part of other tasks (included as appendices), a summary of permitting needs and requirements, the preliminary opinion of

probable costs, recommendations for further design development, figures, maps, exhibits, and preliminary design drawings (incorporated as appendices).

Design Drawings: Preliminary (30% complete) design drawings will be prepared to illustrate the proposed design for each key project element. Drawings will be prepared using AutoCAD Civil 3D and provided for review in PDF format. It is anticipated that the preliminary (30% complete) design drawings will include the following:

- Cover Sheet
- General Notes Abbreviations and Legends
- Overall Plan and Sheet Index Map
- Reservoir Drawings
 - Overall Site Plan
 - Grading Plans
 - Sections
 - Inlet and Settling Basin Plan and Profile
 - Inlet and Settling Basin Sections
 - Outlet Plan and Profile
 - Spillway Plan and Profile
 - Supply Pipeline (in HID Canal) Plan and Profile
 - Irrigation Bypass Pipeline Plan and Profile
- Overland Flow Capture System Drawings
 - Site Plan
 - Overland Flow Capture Structure Plan and Sections
 - Overland Flow Capture Conveyance Plan and Profile
- Infiltration Facility
 - Infiltration Facility Plan
 - Sections
- HID Drought Pumping Facility
 - To be shown schematically on Reservoir Plans

Opinion of Probable Costs: Anchor QEA will prepare an opinion of the probable cost to construct the project that reflects the elements included in the preliminary design. A summary of the independent review of the cost estimate will be provided. Operations and maintenance (O&M) costs will be prepared along with a preliminary life-cycle cost using industry assumptions of need to replace key project facilities and equipment during the life of the project.

Preliminary Environmental Impacts Memorandum: Anchor QEA will complete a preliminary review of potential environmental impacts based on the results of the wetlands and habitat investigation, cultural resources information, and desktop review of critical areas and prepare a short memorandum summarizing potential impacts and likely permitting and regulatory

requirements. This memorandum will reflect the input of key regulatory agencies gathered during the initial outreach meeting included in Subtask 1-2.3.

Subtask 1-2.3 Assumptions:

The design configurations and key elements will generally be consistent with those presented in the Request for Proposals and in the conceptual design work prepared by Anchor QEA.

Preliminary design will be based on the reservoir configuration and key elements confirmed by Clallam County as part of Subtasks 1-2.1 and 1-2.2.

Design drawings will be prepared using AutoCAD Civil 3D.

The preliminary opinion of probable costs will include a contingency to reflect the lack of certainty that typically exists at the preliminary stage of design.

Task 1-2 Deliverables

The following deliverables will be completed and submitted to Clallam County for Review as part of Task 1-2: Preliminary Design:

- Alternative Reservoir Configuration Figures and Summary Table (PDF format)

- Overland Flow Draft Preliminary Geotechnical Recommendations Memorandum (PDF format)

- Permitting Approach Memorandum (PDF format)

- Preliminary Basis of Design Report (PDF format)

- Preliminary Design Drawings (PDF format)

- Preliminary Opinion of Probable Costs (PDF format)

- Preliminary Environmental Impacts Memorandum (PDF format)

Task 1-3: Phase 1 Project Management and Coordination

As part of this task, Anchor QEA will manage the project team's work and development of all preliminary design deliverables. Our team's project management system is focused on three key areas: quality assurance/quality control, cost and schedule control, and communication. We will initiate and follow Anchor QEA's project management principles throughout this phase of the project, including budget and schedule adherence and regular communication and coordination with Clallam County. As part of this, Anchor QEA will prepare monthly invoices and progress reports to submit to Clallam County.

Throughout this phase of the project, Anchor QEA will also coordinate closely with Clallam County and will support Clallam County in their coordination with key stakeholders organized as the Dungeness Off-Channel Reservoir Work Group and Flow Advisory Committee (Work Group). This task includes the following meetings to take place during this phase of the project:

Kick-off Meeting and Initial Site Visit – As soon as a contract is approved for the work, Anchor QEA will coordinate with Clallam County and our subconsultants to schedule a kick-off meeting. The purpose of the kick-off meeting will be to develop a mutual understanding of project scope between client and the project team, review the deliverables and schedule for

this phase of the work, talk about field work, review existing site conditions and site constraints, and confirm roles and responsibilities.

Virtual Coordination with Clallam County – Anchor QEA’s project manager and lead design engineer will communicate progress on the design with the County’s project manager during regularly scheduled (suggested bi-weekly) virtual design review meetings via WebEx.

Preliminary Design Presentation and Review with the Work Group - Anchor QEA will present the preliminary (30% complete) design to the Clallam County Board of Commissioners and the Reservoir Work Group at an in-person meeting scheduled by Clallam County near completion of this phase of the work. Clallam County will coordinate directly with the work group during preliminary design development and following the 30% design to get feedback on the work. Anchor QEA will support that coordination, as requested by Clallam County.

Public Meeting – One public outreach meeting will occur following preliminary design. Anchor QEA will present the preliminary design during that meeting. The meeting will be schedule and coordinated by Clallam County’s project manager.

Targeted Public Outreach – Anchor QEA will work with AMP Insights as needed to support the County with targeted public outreach to inform residents downstream of the proposed reservoir and others that will be impacted by the reservoir about the project. This task allows for Anchor QEA and AMP Insights to participate in up to 2 additional meetings during the preliminary design phase to support the County with targeted public outreach.

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

Task 1-3 Assumptions:

Design meetings, public meetings, and other in-person project meetings will occur in Clallam County near the project site.

Regular (at least bi-weekly) coordination calls will occur throughout the project.

Only one design meeting will occur with the Work Group during Phase 1. That meeting will be scheduled and coordinated by Clallam County.

Other meetings, including public outreach meetings, will occur as noted above.

If additional meetings are required, Anchor QEA will provide participation in the additional meetings under an amendment to this scope of work and budget.

Task 1-3 Deliverables

The following design deliverables will be completed and submitted to Clallam County for Review as part of Task 1-3: Phase 1 Project Management:

- Monthly invoices and progress reports (PDF format)

- Meeting notes (PDF format)

- Preliminary Design Presentation (PDF and Microsoft Powerpoint format)

3. Budget

Anchor QEA proposes to complete the work outlined in the scope of work for Phase 1 – Data Collection and Preliminary (30% Complete) Design on a time and materials basis for a total fee not to exceed \$898,856. A summary of the budget broken down by task and hours assigned to each task has been provided in Table B-1 in Exhibit B of this scope of work. Table B-2 provides further breakdown by task and optional tasks. Optional tasks will be used at the direction of Clallam County.

4. Schedule

Anchor QEA understands that Clallam County would like to complete Phase 1 – Data Collection and Preliminary (30% Complete) Design in November 2021 to meet the requirements of the grant funding for the work. The schedule included as Exhibit C to this scope of work illustrates the schedule for both Phase 1 and Phase 2 of the work. The schedule anticipates that a contract will be approved for the work early in June 2021 to allow the field data collection to be completed in the summer of 2021 and the preliminary design deliverables to be completed in November 2021.

Exhibit A

Geotechnical Field Exploration Map

Exhibit B

Detailed Fee Estimate

Table B-1. Cost Breakdown for Entire Phase 1 Work

ANCHOR QEA, LLC

2021 LABOR BUDGET ESTIMATING FORM

03/23/23

Collier County

Dunbar's Off-channel Reservoir - Phase I - 30% Design

Project Number: 201409-02.01

Prepared: David Riba

Reviewed by: Rob Montgomery

Task 1-1 Auto Collection/Validation of Concept

Task 1-2 Preliminary (30% Complete) Design

Task 1-3 Phase 1 Project Management and Coordination

Labor Categories	Billing Rate	Task 1-1	Task 1-2	Task 1-3					Total Hours	Total Dollars
Principal	\$ 397	22	106	68	0	0	0	0	196	\$ 60,076
Senior Manager	\$ 257	42	120	64	0	0	0	0	226	\$ 58,016
Manager	\$ 216	32	0	0	0	0	0	0	32	\$ 6,926
Senior Staff	\$ 169	166	288	8	0	0	0	0	462	\$ 77,939
Staff 3	\$ 139	8	224	4	0	0	0	0	236	\$ 32,754
Staff 2	\$ 119	102	8	0	0	0	0	0	110	\$ 13,057
Staff 1	\$ 109	0	0	0	0	0	0	0	0	\$ -
Senior CAD Designer	\$ 150	0	220	0	0	0	0	0	220	\$ 33,042
CAD Designer	\$ 150	0	0	0	0	0	0	0	0	\$ -
Project Coordinator/Technical Editor	\$ 146	20	32	16	0	0	0	0	68	\$ 9,933
Project Coordinator (Admin)	\$ 80	0	0	8	0	0	0	0	8	\$ 643
Technician	\$ 74	0	0	0	0	0	0	0	0	\$ -
		0	0	0	0	0	0	0	0	\$ -
Total Hours		392	998	168	0	0	0	0	1,558	
Total Labor		\$ 68,595	\$ 181,636	\$ 42,158	\$ -	\$ -	\$ -	\$ -		\$ 292,388
Average Hourly Rate	\$ 188									
Subconsultants										
Greenish and Wilson		\$ 211,470	\$ 75,968	\$ 25,391	\$ -	\$ -	\$ -	\$ -		\$ 312,829
Drilling Subcontractor		\$ 91,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 91,000
Pacific Groundwater Group		\$ 31,733	\$ 16,975	\$ 11,690	\$ -	\$ -	\$ -	\$ -		\$ 60,398
AMP Insights		\$ -	\$ 3,700	\$ 3,400	\$ -	\$ -	\$ -	\$ -		\$ 7,100
EBT		\$ 2,000	\$ 24,000	\$ 3,800	\$ -	\$ -	\$ -	\$ -		\$ 29,800
Pacific Engineering and Design		\$ -	\$ 3,600	\$ 1,200	\$ -	\$ -	\$ -	\$ -		\$ 4,800
DBT-S&B		\$ 2,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 5,000
Pacific Geomatic Services/Clark Land Office		\$ 41,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 41,000
Total Cost		\$ 379,203	\$ 127,243	\$ 45,481	\$ -	\$ -	\$ -	\$ -		\$ 551,927
Markup	8.0%	\$ 30,336	\$ 10,179	\$ 3,638	\$ -	\$ -	\$ -	\$ -		\$ 44,154
Internal Reimbursables (no markup)										
CAD/GIS/Computer Modeling (\$/hr)	\$10.00	\$ -	\$ 3,760	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 3,760
Mileage (\$/mile)	\$0.535	\$ 134	\$ 80	\$ 321	\$ -	\$ -	\$ -	\$ -		\$ 535
Copies (\$/copy)	\$0.10	\$ 140	\$ 210	\$ 50	\$ -	\$ -	\$ -	\$ -		\$ 400
Anchor boat (\$/day)	\$300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Forms (\$/box)	\$1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
External Expenses (markup)										
Vehicle Rental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Repro/Plotting		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Mail/Fedex/Courier		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Travel		\$ 2,540	\$ 40	\$ 160	\$ -	\$ -	\$ -	\$ -		\$ 2,740
Hotel/Per Diem		\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 500
Miscellaneous		\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,000
Total Cost		\$ 5,314	\$ 4,090	\$ 531	\$ -	\$ -	\$ -	\$ -		\$ 9,935
Markup (External Expenses Only)	8.0%	\$ 403	\$ 3	\$ 13	\$ -	\$ -	\$ -	\$ -		\$ 419
Field Equipment and Supplies Summary (Include separate backup if needed)										
		\$ 30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 30
Markup	8.0%	\$ 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2
TOTAL COSTS		\$ 483,883	\$ 323,152	\$ 91,821	\$ -	\$ -	\$ -	\$ -		\$ 898,856

Table B-2. Cost Breakdown by Element of Work and Optional Tasks

Dungeness Off-Channel Reservoir - Phase 1 - Preliminary Design
Summary of Fee Estimate by Key Project Element - June 30, 2021

Task/ Subtask	Description	Total Budget	Budget Allocated to Key Project Element						
			Approved Elements			Optional Elements			
			Reservoir	Irrigation Intake	Drought Pumping	Overland Flow Capture System	Infiltration Facilities	Irrigation Conveyance	Erosion Repair at BPA Easement
1-1	Data Collection/Validation of Concept	\$ 483,883.23	\$ 429,109.57	\$ 653.23	\$	\$ 33,679.22	\$ 20,441.21	\$	\$
1-1.1	Collection and Review of Background Info	\$ 8,165.32	\$ 5,879.03	\$ 653.23		\$ 816.53	\$ 816.53		
1-1.2	Phase 1 Topographic Surveys	\$ 46,946.70	\$ 14,084.01			\$ 32,862.69			
1-1.3	Phase 1 Geotechnical Investigation and Recommendations	\$ 352,393.20	\$ 352,393.20						
1-1.4	Additional Cultural Resources Work	\$ 35,266.84	\$ 35,266.84						
1-1.5	Wetland Study	\$ 21,486.49	\$ 21,486.49						
1-1.6	Phase 1 Infiltration Testing	\$ 19,624.68					\$ 19,624.68		
1-2	Preliminary (30% Complete) Design	\$ 323,151.67	\$ 222,010.01	\$ 26,637.24	\$ 2,234.94	\$ 39,487.14	\$ 32,782.34	\$	\$
1-2.1	Preliminary Design Studies	\$ 204,901.87	\$ 137,264.25	\$ 26,637.24		\$ 20,490.19	\$ 20,490.19		
1-2.2	Preliminary Permitting Approach and Outreach	\$ 6,503.00	\$ 6,503.00						
1-2.3	Preliminary (30% Complete) Design	\$ 111,746.80	\$ 78,222.76		\$ 2,234.94	\$ 18,996.96	\$ 12,292.15		
1-3	Phase 1 Project Management and Coordination	\$ 91,820.88	\$ 91,820.88	\$	\$	\$	\$	\$	\$
1-3.1	Phase 1 Project Management and Coordination	\$ 91,820.88	\$ 91,820.88				0		
TOTAL		\$ 898,855.78	\$ 742,948.46	\$ 27,290.47	\$ 2,234.94	\$ 73,166.37	\$ 53,223.55	\$	\$

Exhibit C

Project Schedule

COMPENSATION

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

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

OR

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

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

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

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

In no event shall Contractor be compensated in excess of **Eight Hundred Ninety-Eight Thousand, Eight Hundred and Fifty Six DOLLARS (\$898,856)** for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with reasonable notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

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

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

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

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

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

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

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

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

~~the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.~~

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. ~~Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.~~
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be the final administrative decision of the County. ~~final and conclusive. Reviews of the appellate determination shall be brought~~ If Contractor disagrees with the decision, the matter will be resolved in the Superior Court of Clallam County ~~within 15 days of mailing of the written appellate determination.~~ Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. ~~The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the~~

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

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work. Notwithstanding anything in this Agreement to the contrary, any numerical model codes, software, methodology, logic, details, design elements and/or processes, developed by or owned by Contractor prior to, independent of, or in connection with the work performed under this Agreement, shall remain in Contractor's sole ownership. Contractor shall not be held liable for any reuse or modification of project materials for purposes not included under the scope of this Agreement.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name: Carol L. Creasey
Title: Reservoir Project Manager/Hydrogeologist
Address: 223 E. 4th Street, Suite 6, Port Angeles, WA 98362
Telephone: 360-417-2424
E-mail: ccreasey@co.clallam.wa.us
Fax: 360-417-2513

In the event there is a dispute with regard to the extent and character of the work to be done, the dispute will be resolved in accordance with Section 20 of this Agreement. ~~the determination of the~~

~~County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.~~

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall require that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Contractor agrees to exercise diligence in the performance of its services consistent with the agreed upon project schedule, subject, however, to the exercise of the generally accepted standard of care for performance of such services. Should Contractor discern that the schedule would not be met, Contractor shall so notify County as soon as practically possible.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

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



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



COMMERCIAL GENERAL LIABILITY:

Bodily injury, including death	\$1,000,000 per occurrence
	\$1,000,000 aggregate
Property damage	\$1,000,000 per occurrence
	\$1,000,000 aggregate



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

\$1,000,000 per occurrence



WORKERS COMPENSATION:

Statutory amount

- ☒ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | |
|---|----------------------------|
| Bodily injury, liability, including death | \$1,000,000 per occurrence |
| | \$1,000,000 aggregate |
| Property damage liability | \$1,000,000 per occurrence |
| | \$1,000,000 aggregate |
- ☒ BUSINESS AUTOMOBILE LIABILITY: \$1,000,000 per occurrence

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

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

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

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

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

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

- ☐ 4. Other (specify):



AGENDA ITEM SUMMARY

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

7
7/12/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 7-12-21

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Executive summary:

Dr. Joe Floyd and I would like to thank the Clallam County Board of Commissioners for approving the use of their local non-profit agency, Peninsula Dispute Resolution Center (PDRC), in providing group facilitation services for the community of Lake Sutherland. PDRC began in January of 2021 with community tensions forming a divide among their beliefs and feelings regarding wake boats. By June 2021, the group met challenges and worked diligently together as neighbors to seek viable resolutions to be submitted to the Board of County Commissioners. Four PDRC Group Facilitations (GF) were held with an additional add on meeting with the Clallam County Sheriff's Department. The end of this report lists the Lake Sutherland participants' final recommended solutions.

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?)
Discussion and next steps for Lake Sutherland – Wake Boat topic.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Peninsula Dispute Resolution Center (PDRC), Sheriff's Office, Department of Community Development

Relevant Departments: Board of Commissioners, Sheriff's Office, Department of Community Development

Date submitted: July 7, 2021

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

Peninsula Dispute Resolution Center
Lake Sutherland Final Report
June 2021

Dr. Joe Floyd and I would like to thank the Clallam County Board of Commissioners for approving the use of their local non-profit agency, Peninsula Dispute Resolution Center (PDRC), in providing group facilitation services for the community of Lake Sutherland. PDRC began in January of 2021 with community tensions forming a divide among their beliefs and feelings regarding wake boats. By June 2021, the group met challenges and worked diligently together as neighbors to seek viable resolutions to be submitted to the Board of County Commissioners. Four PDRC Group Facilitations (GF) were held with an additional add on meeting with the Clallam County Sheriff's Department. The end of this report lists the Lake Sutherland participants' final recommended solutions.

October 19, 2020 = Board of County Commissioners – Clallam County, Work Session

On October 19, 2020, the Board of Clallam County Commissioners held a work session where a discussion was calendared "regarding Lake Sutherland property and shoreline damage as a result of Wake Boats." As a result, an Agenda Item Summary was written for the meeting date of January 25, 2021. The Executive Summary stated:

"Lake Sutherland – Wake Boat Conversation Next Steps: In 2020 the Commissioners began receiving communication from a wide variety of residents and users of Lake Sutherland on the issues of wake boats. Many wrote or spoke in favor of wake boats on the lake, and many others expressed safety, property and environmental concerns related to these specialized boats. The Commissioners heard a resounding desire from all parties to work together to craft a solution and have considered a variety of alternatives in support of this goal." It further stated:

"The Peninsula Dispute Resolution Center (PDRC) is a recognized center of expertise on the Peninsula for collaborative peaceful agreements and today we welcome a representative from that organization to learn more about the PDRC and their services and to see if they might be a good fit for facilitating a conversation between interested parties in pursuit of achieving a solution where the concerns and interests of all are respected."

A request was made for PDRC's attendance at the next work session group on January 25, 2021, which was attended by Renee Riopelle, Executive Director, PDRC.

January 25, 2021 = Board of County Commissioners – Clallam County, Work Session

On January 25, 2021, Renee Riopelle attended via Bluejeans online portal, the Board of County Commissioners – Clallam County Work Session. Discussed were PDRC's 29 years of non-profit dispute resolution services to Clallam County residents, including mediation, training, youth services, conflict coaching and group facilitation services. Also discussed were the values PDRC believes regarding self-determination in each dispute resolution process provided to the community. The belief that people and groups have the ability and the right to define their issues, needs and solutions and to determine outcome. From this vantage point, we know the parties can create the most durable resolutions because they are part of the communication that creates them. Ultimately, the nature of PDRC's group

facilitation process fosters mutual growth through dialogue and discussion and trusting in the collective wisdom of folks is an important first step to seek common ground and move forward with resolution. The design of the Lake Sutherland group facilitation process would be based on this value.

Wake Boat issues were also discussed and summarized as follows: there is a group that are against wake boats due to their causing property damage around the lake, safety for children, kayaks, canoes and erosion. Another group, that was for wake boats stated their importance to family/friend recreation and concerns over excluding people.

To address the community conflict, the Commissioners wanted to provide a service to address the issue and second, wanted their community to feel heard. Renee Riopelle outlined 2 group facilitation processes that would address their concerns. One would be based on a mediation model or spokesperson model, having 2-3 representatives from each side. The second model was a small group processing model which would accommodate a larger group.

Each process would include assessing each groups issue, interests, obstacles, power dynamics, conflict, buy-in, good faith, shared goals, areas of common ground and desire for group cohesiveness. Also discussed during the session were the importance of establishing roles of the facilitators and participants.

The meeting adjourned. A follow-up meeting was necessary due to connection issues.

February 1, 2021 = Board of County Commissioners - Clallam County, Work Session

On February 1, 2021 the BOCC held a follow-up discussion to further explore utilizing PDRC to assist the Lake Sutherland wake boat issue. This meeting was attended by Renee Riopelle and Dr. Joe Floyd, a PDRC volunteer mediator and president of the PDRC Board of Directors. The outline of two group facilitation models were discussed and it was decided that the 2nd model of small group processing was more conducive for everyone to be heard. Due to the pandemic, PDRC's Zoom platform would be used to keep all involved safe. A contract was signed in February 2021 between Clallam County and PDRC.

PDRC's only challenge was not having available a contact list of all Lake Sutherland participants involved. This is a requirement before PDRC can proceed with any dispute resolution service, and as we would be expecting future Lake Sutherland participants to overcome challenges, we did too.

The 3-month process to collect emails set our timeline back. We thankfully received from Clallam County's open records; a 124-page document listing interested citizens emails with a divide on position noted from their letters. From that list, PDRC began an email campaign to obtain more contacts. Many people responded. Letters requesting information, plus corrections to the lists were answered and then corrected from January 2021 to May 2021. Three groups formed: those against Wake Boats (Group A) and those for Wake Boats (Group B) and those that had a neutral position. By March 2021, over 240 emails were collected, tabulated and grouped. Although labeling is not conducive towards collaborative problem solving, it does allow for established "sides" to distinguish positions early on and work towards group cohesion and eventual group resolution.

April 19, 2021 = Group Facilitation #1

On April 19, 2021, PDRC's Group Facilitation #1 was held on Zoom. Commissioner Peach was in attendance and made introductory statements. The purpose of GF #1 was to have co-facilitators, Renee Riopelle and Dr. Floyd, explain how our group facilitation process will proceed.

The following topics were discussed at length: PDRC's group facilitation service, the benefits and drawbacks of an online platform, the role of facilitator and participant, the importance of dialogue v. discussion, identifying positions, issues and interests, committing to ground rules and the outline of Group Facilitation meetings #2, #3 and #4.

The participants during this time wanted further information about how the process worked. The 2-hour power point presentation ended with plenty of questions for the co-facilitators and Commissioner Peach. PDRC had hoped for a larger attendance and it was mentioned that our day and time may have hindered participation. Problem solving was already apparent as it was decided that the future group facilitations would be held on Saturdays to accommodate those that may be working. New dates were arranged and all future facilitations would be held on Saturdays. The meeting was recorded and placed on Clallam County website along with the power point presentation.

During Group Facilitation #1 (GF #1), the concept of each group providing a video was explained. For each "side" to embrace the other side's dilemma, it was imperative to understand their positions, issues, interests and possible solutions. The video was to be 10 minutes in length and used not to convince but to create dialogue and discussion. Each group's video was due May 5, 2021. Each group submitted their video on time. The quality and thoroughness of their position was remarkable. Each production included a thoughtful explanation of their position, their issues and interests plus possible solutions. Having participants submit this homework assignment aided in the GF process and co-facilitators were grateful for the participants committed level of participation. **(Please see attached video for Group A and B).** It was this key piece of information that assisted in the success of each group exploring their own and the other groups reasons behind their position for GF #2 and #3.

Group Facilitation #2 (Group A = May 8) and Group Facilitation #3 (Group B = May 15)

Group Facilitation meeting #2 with Group A on May 8, 2021 was for those who were Against Wake Boats and for those who had a Neutral position and interested in finding out more about Group A's position. It was a 3-hour meeting held with Commissioner Peach in attendance, along with the co-facilitators, and PDRC staff to help assist with note taking and timekeeping.

Group Facilitation Meeting #3 with Group B on May 15, 2021 was for those who were For Wake Boats and for those who had a Neutral position and interested in finding out more about Group B's position. It was also a 3-hour meeting held with Commissioner Peach in attendance and the co-facilitators and PDRC staff.

The goal for each meeting was to have everyone's voice be heard, to incorporate that into a collective understanding and then to view and explore the other group's video and understand their position and the interests, plus their needs and reasons for it. The following discussion points for this GF were:

1. To explore the dimensions, issues, feelings and importance of their position regarding wake boats.
2. To explore the interests and needs behind their position.

3. To consider the needs and interests of the other side and discuss ways to accommodate those interests and needs.
4. To arrive at talking points for the group process in GF #4 to include ideas for resolution of conflict considering interests and needs of both sides.
5. To discuss what kind of characteristics they want in the people they choose to represent them in the final group facilitation.
6. To make sure that everyone who wants to be heard is heard.

Each group adhered to the above discussion points and began to have a clear understanding of how the conflict was viewed from the other side.

Caucus

A tool used in conflict resolution processes is a technique called a “caucus.” A caucus is a private meeting held without the other side’s presence. It has many useful purposes. In PDRC’s GF process, it was used as a 3-hour process to allow one group to meet together, to be individually and collectively heard and to thoroughly explore their own positions, interests and possible solutions. It also is used to help see the others viewpoint. To become a cohesive group through dialogue and discussion was imperative at this stage and the GF “caucuses” of #2 and #3, would begin the process of working together, being more informed about all positions and the needs behind them, **and** providing insight on potential combined resolution.

Election of Representatives

Before our final group facilitation, each group elected 16 representatives plus 2 alternates to represent them at the final group facilitation.

June 2, 2021 = Sheriff’s Meeting

A theme that presented itself during Group Facilitation #2 and #3 was the need to have clarification on Lake Sutherland’s boating policies, procedures and laws. Commissioner Peach contacted the sheriff’s department for explanation. It was decided an extra meeting was needed and an invitation was sent to Lake Sutherland GF participants for a meeting on June 2. At that meeting, Chief Criminal Deputy Brian King and Sgt. Eric Munger, Clallam Marine Unit provided an overview of safety laws regarding Lake Sutherland and lead a discussion regarding the interpretation of a “no wake zone.”

June 5, 2021 = Group Facilitation #4

The culmination of all their hard work by the Lake Sutherland participants was represented well as we moved into our four-hour, final Group Facilitation #4. Everyone received instructions prior to the meeting on what to expect and tips on making the meeting successful along with a final meeting agenda.

Each side had 16 representatives totaling 32 people. Four Zoom break out rooms were created, each having a PDRC room moderator, plus 8 Lake Sutherland representatives, 4 from each side. PDRC Co-facilitators moved from room to room to provide further support. Commissioner Peach was also in attendance.

Each break out room had the following tasks to complete:

1. Introductions.
2. Select a facilitator, a recorder and a spokesperson from their group.
3. Each side presents their position. Members of the other side ask questions to clarify anything they don't understand.
4. Each side tries to ascertain the interests or needs that are behind their position. Each side might be able to help the other side in this task.
5. Are there any factors besides the positions and interests of each side that impact this situation? If so, please list and discuss.
6. When considering interests and needs, are there any obvious or less obvious ways of compromising between the two positions?
7. What are the groups best solutions to resolve this issue?
8. If there are more than one, rank in order of importance.

Once the four break-out rooms had completed their work, the following solutions were captured in their own words.

Recommended Resolutions to Board of County Commissioners – Clallam County

Room #1 (Facilitator = Amanda, Recorder = Donna, Spokesperson = Dina / Bonnie)

1. Conduct a study specific to our Lake Sutherland and its users. Use cross section of data. We all agree the study needs to include data from all boats. The County needs to take on the cost, since it will impact the shoreline management plan.
2. Signage and educational plan for invasive species and safe boating practices at the launches and VRBO rentals.

Room #2 (Facilitator = Ryan, Recorder = Alison, Spokesperson = TJ)

1. More buoys need to be placed on Lake Sutherland
2. Signage is needed at public launches for the purpose of educating people on the rules that are already in place.
3. Have literature that basically shares the same information at public launches.
4. There should be an unbiased study funded by the county, and needs to be peer reviewed, and it needs to take into account summer and winter months.
5. We need definition of what a "no wake zone" means for clarification.
6. We want a buoy GPS map so that if one is missing it can easily be replaced or put back into its original position.
7. We want to be in compliance with laws already on the books. RCW 79a.60.030.
8. A law enforcement presence is needed.

Item #4 discussed further at the end and modified. TJ said it should not be so specific as Alison said. Alison disagreed.

Item #4 Revised: There should be a study funded by the county, and it needs to be peer reviewed and it needs to take into account summer and winter months.

Room #3 (Facilitator = Robin, Recorder Karen, Spokesperson Dirk)

1. Replace the buoys that are missing and Group B willing to come discuss among ourselves the distance from the shore, where the buoys would be placed.
2. Increase law enforcement presence.
3. Signage at the boat launches for educational purposes. Could include QR Code and a boat wash station.
4. Non-biased, peer review study to be done.
5. We would like our groups to continue to meet and talk and be more neighborly.

Room #4 (Facilitator = Anne, Recorder = Joe G, Spokesperson = Jake)

1. Importance of buoy placement and enhanced buoy system around the Lake, making known hazards.
2. Signage important education for users and visitors. Also helps define common boat courtesy.
3. Increase law enforcement presence.
4. Decrease near buoys large wave generating activities with goal of reducing large waves crashing on bulkheads, shores and docks.
5. Self-regulation with welcomed input from fellow surfers.
6. Sharing phone numbers for communication and creating a lake phone book directory.

Future Group Communications

After the entire group came back to list their proposed solutions, an informal dialogue about their future took place. The following list were comments and needs expressed about the group's future communication.

1. This is just a first step; a one-time shot is not enough. Keep talking, coming up with solutions that meet our goals.
2. Multiple forms of communication should be used.
3. Text messaging for neighborhood.
4. What's App is a good medium.
5. "Friends of Lake Sutherland" on Facebook, move to multiple forums.
6. Both sides should appoint two people who would meet together periodically.
7. Volunteers to bring beer and wine to get-togethers, plus pizza.
8. Make contact with the offenders.
9. Education would be really helpful.
10. Might be helpful to contact a neighbor when something stupid happens on the Lake.
11. Would like forward steps to address waves versus bulkheads, shores.
12. Keep the conversation going. May request further facilitation from PDRC.
13. Good conversation, getting to know neighbors, made great progress, keep it going with PDRC, need more facilitation from PDRC.
14. Encourage each other to be responsible boaters. There are things we can do through the summer.
15. Offer to show others the damage to their property and be willing to visit other's properties.
16. Email everyone on the Whiteboard list.
17. Volunteer to take people surfing.

Conclusions

Using a process facilitated by PDRC co-facilitators, Lake Sutherland residents came together as neighbors and provided viable solutions to help resolve the issues which had created a conflict for Lake Sutherland residents. Participants seemed eager to resolve the issues and move forward in a collaborative manner. What began as a dispute surrounding wake boats, evolved into discussions about the need for much more including:

- **clarification on laws, rules and policy regulating boating on Lake Sutherland which is particularly true of the “no wake zone;”**
- **increased law enforcement presence;**
- **a scientific study of LS;**
- **signage;**
- **literature in vacation rentals;**
- **educational plan for invasive species and safe boating practices at launches and lake rentals;**
- **buoy placement and repair;**
- **and sharing phone numbers for communication.**



AGENDA ITEM SUMMARY

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

8
7/12/21

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 7/12/2021

REGULAR AGENDA ☒ **Meeting Date:** 7/20/2021

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 291.21.002 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is our 2021 Memorandum of Agreement between Clallam County and the Clallam Conservation District to provide renewable resource conservation planning and implementation, in the amount of \$125,000.

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

Funding for this contract is included in the 2021 Budget.

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

Please review and sign.

County Official signature & print name: Debi Cook

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

Name of Employee/Stakeholder attending meeting: Randy Johnson

Relevant Departments: BOCC

Date submitted: 7/02/2021

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

MEMORANDUM OF AGREEMENT
Between
CLALLAM COUNTY
and
CLALLAM CONSERVATION DISTRICT

This Memorandum of Agreement is between Clallam County (herein referred to as "the County"), and the Clallam Conservation District (herein referred to as "District"), for the purpose of providing operational funds to the District to implement ongoing renewable resource conservation activities in Clallam County in order to support and enhance the environmental and economic sustainability of the county and its citizens. It is mutually agreed that:

The County's Responsibilities:

The County shall provide to the District \$125,000 for the calendar year 2021. This funding is for purpose of implementing the District's program for renewable resource conservation as outlined in the Clallam Conservation District's 2021 plan and budget. It is contemplated that an equal amount of funding will be provided yearly for the years 2022 through 2024 providing the Conservation District's next five year plan meets similar goals and objectives.

The District's Responsibilities:

The District shall use the County funds to supplement grant funding in order to implement its renewable resource conservation programs, including:

- Preparing, assisting with, and supporting grant proposals and outreach efforts for priority projects including, but not limited to:
 1. The Dungeness Off-Channel Reservoir.
 2. Aquifer recharge.
 3. Conservation of farmland through easements, purchase of development rights and other alternative means.
 4. Provide financial assistance to home owners with failing septic systems.
 5. Maintain successful programs such as sustainable landscaping, native plant sales and irrigation efficiency grants.
- District administrative functions and expenses, including basic overhead expenses, such as office rent, utilities, insurance, audits, and state association dues.
- Board member and staff training and participation in state and regional conservation district programs.
- Preparing grant proposals, and when necessary, contributing required matching funds.

The District shall submit an annual progress report and give an annual presentation to the Board of Commissioners in June of each year. The report and presentation shall provide an accounting of the use of County funds and accomplishments during the previous year.

This agreement will cover the period from January 1, 2021 through December 31, 2021.

AGREED this _____ day of July 2021

CLALLAM CONSERVATION DISTRICT

CLALLAM COUNTY BOARD OF COMMISSIONERS

Christy Cox, Chair

Mark Ozias, Chair

ATTEST:

Approved as to form:

Loni Gores
Clerk of the Board

for Mark Nichols, DPA
Prosecuting Attorney



AGENDA ITEM SUMMARY

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

9
7/12/21
59

Department: BOCC

WORK SESSION ☒ Meeting Date: 07/12/21

REGULAR AGENDA ☒ Meeting Date: 07/13/21

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on July 27, 2021.

Budget revisions – Transfer or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase.

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

Public Works – Roads – \$73,414

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

Approve the attached notice – Budget revisions.

County Official signature & print name:  Morgann Halencak

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: July 6, 2021

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



NOTICE OF BUDGET REVISION MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget revision shown below on July 27, 2021 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

Public Works – Roads – Transferring funds to pay for payroll and benefits for Trail Maintenance Coordinator position/\$73,414

A copy of the budget change forms may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: July 13, 2021

Mark Ozias, Chair

Publish: July 18 and 25, 2021

Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

JUN 14 2021



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 06/14/21 ✓

Budget Hearing/Meeting Date: 07/27/21 ✓

- **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.	10101.611 ✓	Budget Name	Public Works – Roads ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611 ✓	PW – Roads ✓	54260.41.7777	PW Other Services & Charges	\$73,414 ✓
Total				\$73,414 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611 ✓	PW – Roads ✓	54260.10.0010 ✓	Regular Time	\$48,116
10101.611 ✓	PW – Roads ✓	54260.20.0020 ✓	Benefits	\$25,298
Total				\$73,414 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The Trail Maintenance Coordinator position is evolving from being an Express Personnel contractor to a regular payroll position. The position is being advertised and will close on 06/17/21.

County Official Approval: _____

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

Joseph E. Donini

[Signature]

80



AGENDA ITEM SUMMARY

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

10
7/12/21
6b

Department: BOCC

WORK SESSION ☒ Meeting Date: 07/12/21

REGULAR AGENDA ☒ Meeting Date: 07/13/21

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

Item summary:

- ☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #
- ☐ Resolution ☐ Proclamation ☐ Budget Item
- ☐ Draft Ordinance ☐ Final Ordinance ☒ Other - 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 27, 2021

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?** ☐

Health and Human Services – Homeless Task Force – \$30,000
Health and Human Services – Operations - \$853,065
Health and Human Services – Operations - \$90,289
Health and Human Services – Operations - \$402,894
Health and Human Services - Administration - \$44,586
Health and Human Services – Environmental Health - \$86,000
Health and Human Services – Environmental Health - \$108,647
Health and Human Services – Environmental Health - \$65,593
Auditor - \$124,000

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of supplemental appropriations.

County Official signature & print name: Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: July 2, 2021

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

Budget Supplementals 07-13-21
Revised: 3-04-2019



NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on July 27, 2021 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

Health and Human Services – Homeless Task Force – Additional funding from Department of Commerce for needs assessment for homes services/\$30,000

Health and Human Services - Operations

- Funding from Department of Health Local Health Jurisdiction CARES contract for salaries and wages of employees reassigned to COVID-19 pandemic activities/\$853,065
- Funding from Department of Health Local Health Jurisdiction CARES contract for salaries and wages of employees performing contract tracing for COVID-19 pandemic/\$90,289
- Funding from Department of Commerce to build an addition at Serenity House to house and provide services/\$402,894

Health and Human Services - Administration – Funding from Department of Health Consolidated Contract for services related to COVID-19 response activities/\$44,586

Health and Human Services – Environmental Health

- Funding from Department of Health to provide services in the onsite septic system program/\$86,000
- Funding from Department of Health Local Health Jurisdiction CARES contract for salaries and wages of employees reassigned to COVID-19 pandemic activities/\$108,647
- Funding from Department of Ecology for Pollution Identification and Control Project/\$65,593

Auditor – Additional funding for unbudgeted February Election/\$124,000

Copies of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: 13 July 2021

Mark Ozias, Chair

Publish: July 18 and 25

Bill: Commissioners

c: Budget Director

Treasurer

Department(s)

JUN 18 2021

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6-17-21 Budget Hearing/Meeting Date: 7-27-21 ✓

- ☒ **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. 11322.511 ✓ Budget Name HHS – Homeless Task Force ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11322.511 ✓	HHS - Homeless Task Force ✓	33404.20.0210 ✓	Dept of Commerce Needs Assessment	30,000
Total				30,000 ✓

EXPENDITURES

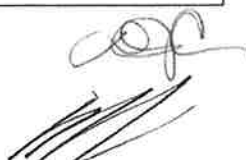
BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11322.511 ✓	HHS – Homeless Task Force ✓	56540.41.0156 ✓	Needs Assessment	24,641
11322.511 ✓	HHS – Homeless Task Force ✓	50800.00.0000 ✓	Ending Fund Balance	5,359
Total				30,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding is being added from a contract with the Department of Commerce to provide a needs assessment for homeless services.

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



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JUN 18 2021

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6-17-21

Budget Hearing/Meeting Date: 7-27-21 ✓

- ☒ **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.	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 ✓	33321.01.9010 ✓	DOH COVID-19 LHJ Local CARES	853,065
Total				853,065 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	50800.00.0000 ✓	Ending Fund Balance	853,065
Total				853,065 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding is received from the Department of Health's Local Health Jurisdiction CARES contract to pay for salaries and wages of employees who are reassigned to Covid-19 pandemic activities.

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




88

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

JUN 18 2021



Date Submitted: 6-17-21

Budget Hearing/Meeting Date: 7-27-21

- ☒ **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.	11301.511 ✓	Budget Name	HHS Operations ✓
--------------------------	-------------	-------------	------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	33393.32.3000 ✓	DOH ELC COVID-19	90,289
Total				90,289

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	56210.10.0500 ✓	Overtime	5,000
11301.511 ✓	HHS Operations ✓	50800.00.0000 ✓	Ending Fund Balance	85,289
Total				90,289

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding is received from the Department of Health's Local Health Jurisdiction CARES contract to pay for salaries and wages of employees who are performing contact tracing for the Covid-19 pandemic.

County Official Approval: _____

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

Two handwritten signatures in black ink, one above the other, located to the right of the County Official Approval line.

87

JUN 18 2021

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6-17-21 Budget Hearing/Meeting Date: 7-27-21 ✓

- ☒ **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.	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 ✓	33404.20.0220 ✓	Dept of Commerce Shelter Program Grant	402,894
Total				402,894 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	56230.41.0020 ✓	Professional Services	402,894
Total				402,894 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Department of Commerce grant adds funding of \$402,894 to build an addition at Serenity House to house and provide services to the homeless population.

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

[Signature]

82

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

JUN 18 2021



Date Submitted: 6-17-21 Budget Hearing/Meeting Date: 7-27-21 ✓

- ☒ **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.
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- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.513 ✓	Budget Name	HHS Administration
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.513 ✓	HHS Administration ✓	33321.01.9010 ✓	DOH COVID-19 LHJ Local CARES	44,586
Total				44,586 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.513 ✓	HHS Administration ✓	56210.10.0500 ✓	Overtime	5,000
00100.513 00100.293	HHS Administration General Fund Reserves	50800.00.0000 ✓	Ending Fund Balance	39,586
Total				44,586 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional revenue was received from the Department of Health Consolidated Contract for services related to providing Covid-19 response activities.

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

86

JUN 18 2021

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6-17-21

Budget Hearing/Meeting Date: 7-27-21

- ☒ **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.	00100.511 ✓	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 Environmental Health ✓	33366.12.3160 ✓	EPA NTA OSS MRA Phase 2	86,000
Total				86,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS Env Health ✓	56254.31.0010 ✓	Office Supplies	2,350
00100.511 ✓	HHS Env Health ✓	56254.41.0020 ✓	Professional Services	300
00100.511 ✓	HHS Env Health ✓	56254.42.0020 ✓	Postage	2,500
00100.511 ✓	HHS Env Health ✓	56254.43.0010 ✓	Travel Business	250
00100.511 ✓	HHS Env Health ✓	56254.43.0020 ✓	Travel Training	2,250
00100.511 ✓	HHS Env Health ✓	56254.41.4410 ✓	Advertising	8,100
00100.511 ✓	HHS Env Health ✓	56254.45.0010 ✓	Building/Office Rental	1,875
00100.511 ✓	HHS Env Health ✓	56254.49.0060 ✓	Registration	400
00100.511 ✓	HHS Env Health ✓	56254.49.0150 ✓	Homeowner Incentives <i>Septic</i>	6,700
00100.511 ✓	HHS Env Health ✓	56254.49.0030 ✓	Printing and Binding	250
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	61,025
Total				86,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding is being received from the Department of Health to provide services in the onsite septic system program.

County Official Approval: *[Signature]*

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

[Handwritten initials and signature]

JUN 18 2021

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6-17-21

Budget Hearing/Meeting Date: 7-27-21

- ☒ **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.
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- ☐ **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 Environmental Health ✓	33321.01.9010 ✓	DOH COVID-19 LHJ Local CARES	108,647
Total				108,647 ✓

EXPENDITURES

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	108,647
Total				108,647 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding is received from the Department of Health's Local Health Jurisdiction CARES contract to pay for salaries and wages of employees who are reassigned to Covid-19 pandemic activities.

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



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JUN 18 2021

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6-17-21

Budget Hearing/Meeting Date: 7-27-21

- ☒ **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.
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- ☐ **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	33403.10.1020 ✓	DOE Watershed PIC Project	65,593
Total				65,593 ✓

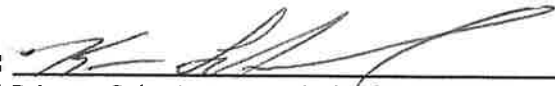
EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS Env Health	56260.31.0010 ✓	Office Supplies	2,060
00100.511 ✓	HHS Env Health	56260.31.0020 ✓	Operating Supplies	100
00100.511 ✓	HHS Env Health	56260.41.0020 ✓	Professional Services	31,760
00100.511 ✓	HHS Env Health	56260.42.0020 ✓	Postage	450
00100.511 ✓	HHS Env Health	56260.43.0010 ✓	Travel Business	100
00100.511 ✓	HHS Env Health	56260.43.0020 ✓	Travel Training	860
00100.511 ✓	HHS Env Health	56252.31.0075 ✓	Laboratory Supplies	9,850
00100.511 ✓	HHS Env Health	56260.45.0010 ✓	Building Office Rental	200
00100.511	HHS Env Health	50800.00.0000 ✓	Ending Fund Balance	20,213
00100.293	General Fund Reserves			
Total				65,593 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding is being received from the Department of Ecology for the PIC , Pollution Identification and Control, Project.

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



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JUL 06 2021



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 7/6/2021

Budget Hearing/Meeting Date: 7/27/2021

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
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- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.221 ✓	Budget Name	Auditor ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.211	Auditor ✓	34145.00.0000	Election Services	124,000
00100.221				
Total				124,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.221 ✓	Auditor ✓	51440.10.0060 ✓	Extra Help	7,500
		51440.20.0020 ✓	Benefits	1,500
		51440.31.0010 ✓	Office Supplies	210
		51440.41.4410 ✓	Advertising	250
		51440.42.0010 ✓	Telephone	450
		51440.42.0020 ✓	Postage	4,400
		51440.43.0010 ✓	Travel - Business	1,500
		51440.48.0040 ✓	Equipment Repair and Maintenance	7,800
		51440.49.0030 ✓	Printing and Binding	28,150
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	72,240
Total				124,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Unbudgeted February Election

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)

11
7/2/21
50

Department: BOCC

WORK SESSION ☒ Meeting Date: 7/12/21

REGULAR AGENDA ☒ Meeting Date: 7/13/21

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

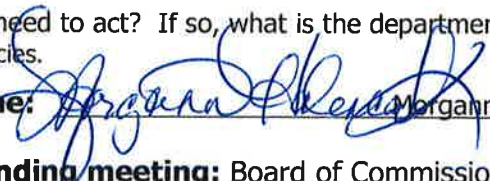
Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on July 27, 2021

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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

HHS Operations – \$42,950
Non Departmental - \$11,000
Non Departmental – Veterans Relief – \$25,406
Human Resources – Workers compensation Claims – \$135,000
Parks and Facilities – REET - \$250,000
Parks and Facilities – REET - \$10,400
Parks and Facilities – \$8,723

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of debatable emergencies.

County Official signature & print name:  Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: July 2, 2021

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

Budget Debatables 07-13-21
Revised: 3-04-2019



BUDGET RESOLUTION _____, 2021

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

HHS Operations – Additional funding received from the Olympic Community of Health for costs associated with COVID-19/\$42,950

Non Departmental – Additional funding for professional services for broadband projects/\$11,000

Non Departmental – Veterans Relief – Additional funding for salary and benefits for additional hours of Veterans Program Coordinator/\$25,406

Human Resources – Workers compensation Claims – Additional funding for Workers Compensation Medical and Lost Time Compensation claims for 2021/\$135,000

Parks and Facilities – REET

- Additional funding for Jail Control Board project/\$250,000
- Additional funding for purchase and installation of exhaust system for Sheriff's Office property and evidence storage room/\$10,400

Parks and Facilities – Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in June, 2021 expected to be reimbursed through FEMA/\$8,723

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

1. A public hearing on the debatable emergencies listed above will be held July 27, 2021 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 13th day of July 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: July 18, 2021

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

JUN 29 2021



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 6/29/2021 6-25-21

Budget Hearing/Meeting Date: 7-27-21

- ☐ **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.
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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	50800.00.0000	Ending Fund Balance	42,950
Total				42,950

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511	HHS Operations	56230.41.0020	Professional Services	42,950
Total				42,950

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding was received from the Olympic Community of Health to assist with costs associated with Covid-19. The payment was received in 2020. The funds were partially expended in 2020 and the remainder will be expended in 2021.

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: 7/02/2021 ✓

Budget Hearing/Meeting Date: 7/27/2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
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- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.291 ✓	Budget Name	NonDepartmental ✓
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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	11,000
Total				11,000 ✓

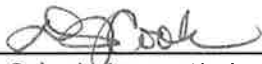
EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.291 ✓	NonDepartmental ✓	51420.41.0020 ✓	Professional Services	11,000
Total				11,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding in the amount of \$11,000 for our new contract with Petrichor Broadband, LLC. Petrichor services will identify viable broadband projects; develop & define details of these projects; identify funding sources & timelines.

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


RS

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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/28/2021 ✓

Budget Hearing/Meeting Date: 7/27/2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
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- **Budget Reduction** – a reduction in revenues and/or expenditures

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 ✓	50800.00.0000 ✓	Ending Fund Balance	25,406
Total				25,406 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19914.291 ✓	NonDept – Veterans Relief ✓	56520.10.0010 ✓	Regular Time	20,617
19914.291 ✓	NonDept – Veterans Relief ✓	56520.20.0020 ✓	Benefits	4,789
Total				25,406 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding in order to increase the Veterans Program Coordinator's hours from 20 hours per week to 32 hours per week.

County Official Approval: _____

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

A handwritten signature in black ink, appearing to be "J. Cook".

A handwritten signature in black ink, appearing to be "R".

90

JUN 18 2021

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/17/2021 ✓

Budget Hearing/Meeting Date: 7/27/2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
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Budget Number xxxxx.xxx.	50501.461 ✓	Budget Name	HR – Workers Compensation Claims ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50501.461 ✓	HR – Workers Compensation Claims ✓	50800.00.0000 ✓	Ending Fund Balance	135,000
Total				135,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50501.461 ✓	HR – Workers Compensation Claims ✓	51768.41.1002 ✓	Lost Time Compensation	35,000
50501.461 ✓	HR – Workers Compensation Claims ✓	51768.41.1003 ✓	Medical Payments	100,000
Total				135,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The monies budgeted for the Workers Compensation Medical and Lost Time Compensation was not adequate to cover the claims for 2021.

County Official Approval: _____

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

JUL 01 2021



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: July 1, 2021 ✓

Budget Hearing/Meeting Date: July 27, 2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
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Budget Number xxxxx.xxx.	30101.911. ✓	Budget Name	Parks and Facilities - REET ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911. ✓	Parks & Facilities - REET ✓	50800.00.0000 ✓	Ending Fund Balance	\$250,000
Total				\$250,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911. ✓	Parks & Facilities - REET ✓	59419.63.2035 ✓	Jail Control Board	\$250,000
Total				\$250,000 ✓

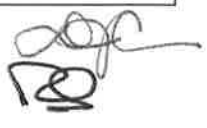
Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Bids for the Jail Control Panel Improvement Project were opened publicly on 05.25.2021 and both of the Bids received were above the Engineer's estimate. Given the nature of the improvement, it is at the request of the Sheriff's Department and the recommendation of the Parks, Fair & Facilities Department to accept the Low Bidder and follow the Engineer's recommendation to move forward with the project as designed and not remove elements to reduce the cost. In order to do this, it is necessary to increase the approved amount by \$250,000 as detailed above.

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

06/30/2021



95

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

JUL 01 2021



Date Submitted: July 1, 2021 ✓

Budget Hearing/Meeting Date: July 27, 2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
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- **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.	30101.911.	Budget Name	Parks and Facilities - REET
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911. ✓	Parks & Facilities - REET ✓	50800.00.0000 ✓	Ending Fund Balance	\$10,400
Total				\$10,400 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911. ✓	Parks & Facilities - REET ✓	59419.64.2110 ✓	Jail Exhaust Fan	\$10,400
Total				\$10,400 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

For the purchase and installation of an exhaust system in the Sheriff's Office property and evidence storage room that is not connected to the courthouse ventilation system to meet Washington Association of Sheriffs and Police Chiefs (WASPC) Accreditation requirements.

County Official Approval: _____

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

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CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

JUL 01 2021



Date Submitted: July 1, 2021 ✓

Budget Hearing/Meeting Date: July 27, 2021 ✓

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

Budget Number xxxxx.xxx.	00100.911. ✓	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 Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	\$8,723
Total				\$8,723 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.31.0035 ✓	Cleaning and Sanitation Supplies	\$763
00100.911. ✓	Parks & Facilities ✓	57680.41.1030 ✓	Personnel Services	\$7,960
Total				\$8,723 ✓

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 2021. This is to cover the goods and services expenditures incurred in ~~July~~ June 2021, and are expected to be reimbursed through FEMA reimbursements.

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

06/30/2021

[Signature]

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