AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, July 9, 2024 – 10:00 a.m.

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

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

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

This meeting can be viewed on a live stream at this link: https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA ? Any Commissioner may remove items for discussion

1a. Approval of minutes for the week of July 1

Approval of minutes

1b. Letter of support for Upper Cowan Ranch Hoko River Restoration Project

Letter

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

2a. Agreement with Amanda K. Sanders for the client services contact for Community Prevention and Wellness Initiative Prevention Services CPWI

Agreement

2b. Agreement with Clear Creek Psychological Associates for professional services related to youth

Agreement

2c. Agreement amendment 2 with Washington State University

Agreement

Updated agreement - added 7-8-24

BIDS AND AWARDS

3a. Bid opening ? Sekiu Main Sewer Replacement Phase I

Bid opening

HEARING(S) ? Beginning at 10:30 a.m.

H1. Amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule - Sheriff's Department Civil Processes Fee Schedule 400-A

Ordinance

PUBLIC COMMENT ? Please limit comments to three minutes

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

The following meetings are scheduled for the Board of Commissioners July 8-12:
Meetings below are held in the BOCC Board Room 160 unless indicated otherwise

Monday, July 8:
9:00 a.m. Work Session
12:00 p.m. WSAC Virtual Update (Virtually with WSAC)

Tuesday, July 9:
10:00 a.m. Board Meeting
10:30 a.m. Hearing(s) - See Agenda

Wednesday, July 10:
8:00 a.m. Coffee with Colleen (Virtually with EDC)

Thursday, July 11:
7:00 a.m. Port Angeles Rotary (PA Senior Center)
1:00 p.m. KONP Radio Show (Live on KONP Radio 101.7 FM)

Friday, July 12:
4:00 p.m. KSQM Radio Show (Live on KSQM Radio 91.5 FM)

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

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

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

1a

JUL 0 9 2024

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of July 1-5, 2024

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, July 1, 2024. Present were Commissioners French, Ozias and Johnson, and Administrator Mielke.

Items of discussion per the agenda published June 27 were:

- Calendar/Correspondence
- Resolution appointing Abigail Bohman and Viola Ware to the Homelessness Task Force
- Resolution appointing Gabriel Bugarin to the Conservation Futures Program Advisory Board
- Contract with Washington State Criminal Justice Training Commission for wellness programs
- Resolution authorizing the temporary closure of Olympic Hot Springs Road No. 17810
- Letter of support for Small Scale Water Efficiency Project – AMI Metering Conversion Phase I
- Resolution authorizing Conservation Futures Program Advisory Board Bylaws Change
- Streamkeepers project and funding presentation
- Briefing and request a call for proposals to be received no later than Tuesday, July 23, 2024 at 10 a.m. regarding the Clallam County Hearings Examiner
- Letter to the City of Port Angeles changing the County contact designee to the County Administrator for the Emergency Operations Center
- Review the "How Did We Do" reports comparing each month's actual performance

Meeting concluded at 1:07 p.m. and continued to an executive session at 1 p.m. regarding litigation and property.

EXECUTIVE SESSION

The Board convened in open session at 1:13 p.m. to discuss litigation. Present were Commissioners Ozias, French and Johnson, Administrator Mielke, Prosecuting Attorney Office Boughton and Nichols, Finance Department Lane and Turner, Sheriff's Office King, Risk Management Reyes, Health and Human Services LoPiccolo and outside counsel Derek Loeser and David Ko.

ACTION TAKEN: CRJm to recess to executive session for 30 minutes, CMOs, mc

The Board recessed into executive session at 1:14 p.m.

The Board convened in open session at 1:43 p.m.

Action will be taken at the end of all executive sessions.

The Board convened in open session at 1:43 p.m. to discuss litigation. Present were Commissioners Ozias, French and Johnson, Administrator Mielke, Prosecuting Attorney Office Boughton and Nichols, Sheriff's Office King, Risk Management Reyes, Public Records Major, and Department of Community Development Fleming.

ACTION TAKEN: CRJm to recess to executive session for 1 hour, CMOs, mc

The Board recessed into executive session at 1:46 p.m.

The Board convened in open session at 2:49 p.m.

Action will be taken at the end of all executive sessions.

The board recessed at 2:49 p.m. for a 10-minute break.

DRAFT

The Board convened in open session at 3 p.m. to discuss property. Present were Commissioners Ozias, French and Johnson, Administrator Mielke, Prosecuting Attorney Office Boughton and Nichols, Finance Department Lane and Turner, Sheriff's Office King and Waknitz, Risk Management Reyes, Real Estate Capps, Assessor Rushton, and Department of Community Development Fleming.
ACTION TAKEN: CRJm to recess to executive session for 1 hour and 15 minutes, CMOs, mc

The Board recessed into executive session at 3:01 p.m.

The Board convened in open session at 4:16 p.m. and extended for 30 minutes

The Board recessed into executive session at 4:37 p.m.
ACTION TAKEN: CMOm that with regards to opioid litigation, moved to direct Keller Rohrback to amend our complaint to add any defendants recommended by Keller Rohrback, CRJs, mc

ACTION TAKEN: CMOm to authorize the County Administrator, on behalf of the BOCC, to put forth a purchase offer on the parcel of land identified, and that the purchase price not exceed the maximum amount discussed. Additionally, this motion would authorize the Chair and the County Administrator to execute all documents necessary for the completion of this transaction, CRJs, mc

Meeting concluded at 4:39 p.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Frenchy called the meeting to order at 10 a.m., Tuesday, July 2, 2024. Also present were Commissioner Ozias and Administrator Mielke. Commissioner Johnson was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CMOm to adopt the agenda as modified, CMFs, mc

PUBLIC COMMENT

- John Worthington, Sequim, commented on item 1d

CONSENT AGENDA

1a Approval of vouchers for the week of June 24
1b Approval of payroll for the period ending June 15
1c Approval of minutes for the week of June 24
1d Resolution appointing Abigail Bohman and Viola Ware to the Homelessness Task Force
1e Resolution appointing Gabriel Bugarin to the Conservation Futures Program Advisory Board
1f Resolution authorizing the temporary closure of Olympic Hot Springs Road No. 17810
1g Resolution authorizing Conservation Futures Program Advisory Board Bylaws Change
1h Letter of support for Small Scale Water Efficiency Project – AMI Metering Conversion Phase I
1i Notice to call for hearing to be held on Tuesday, July 23, 2024 at 10:30 a.m. regarding the Mid-Year 2024 Budget Review
1j Resolution authorizing temporary change in customer service hours for the Department of Community Development, Environmental Health and Public Works Department service counter
1k Proclamation Recognizing July as Lavender Month

ACTION TAKEN: CMOm to adopt the consent agenda, CMFs, mc

REPORTS AND PRESENTATIONS

- CMO read the Proclamation Recognizing July as Lavender Month
  - Beth Pratt, Sequim Chamber of Commerce thanked the BOCC and invited the community to attend the Lavender Festival
- CMO commented on Clallam Transit Board Meeting, Washington Association of Counties General Membership Meeting, Department of Natural Resources Ecosystem, North Olympic Development Council Meeting
- CMF commented on Washington Association of Counties General Membership Meeting

CONTRACTS AND AGREEMENTS

2a Contract with Washington State Criminal Justice Training Commission for wellness programs
ACTION TAKEN: CMOm to approve, CMFs, mc

2b Agreement amendment 1 with Clallam Public Defender for indigent public defense services
ACTION TAKEN: CMOm to approve, CMFs, mc

2c Agreement with Washington State Council of County and City Employees, Local 1619-MP for collective bargaining
ACTION TAKEN: CMOm to approve, CMFs, mc

2d Agreement with Deputy Prosecutor Association Bargaining Unit for collective
ACTION TAKEN: CMOm to approve, CMFs, mc

ADMINISTRATION

3a Call for proposals to be received no later than Tuesday, July 23, 2024 at 10 a.m. regarding the Clallam County Hearings Examiner
ACTION TAKEN: CMOm to adopt, CMFs, mc

PUBLIC WORKS

4a Letter and WS-4 Form for planning assistance related to Highland Irrigation District
ACTION TAKEN: CMOm to approve, CMFs, mc

PUBLIC COMMENT

- John Worthington, Sequim, commented on reservoir project, North Olympic Development Council
- Karl Hatton, Sequim, commented on PenCom, 911 Addressing Ordinance
- Kenneth Reandeau, Port Angeles, commented on McKinley Paper Company closure
- Denise Lapio, Sequim, requesting clarification on a comment made by Commissioner Ozias
- Pepai Whipple, Sequim, commented on Clallam County political environment
- Jeff Tozzer, Sequim, commented on McKinley Paper Company, meeting structure, North Olympic Development Council, Dungeness Off-Channel Reservoir Project, Towne Road

HEARING(S)

H1 Collaborative grant application with CIE for HUD CDBG funding
- ATM, Briefed the BOCC
- Una Wirkebau, Recompete Coordinator, provided comment
- Rick Dickinson, Project Lead for CIE on the Olympic Peninsula

ACTION TAKEN: CMOm to open the public hearing, CMFs, mc
- The following provided testimony:
  - Eric Fehrmann, Sequim
  - John Worthington, Sequim
  - Jeff Tozzer, Sequim
  - Karin Cummins, Sequim

ACTION TAKEN: CMOm to close the public hearing and adopt, CMFs, mc

DRAFT

H2 Ordinance titled "911 Addressing System"
- Donella Clark, Department of Community Development, provided a staff report
- Karl Hatton, City of Port Angeles PenCom, provided comment

ACTION TAKEN: CMOm to open the public hearing, CMFs, mc
- CMF noted no one provided testimony
- The following provided testimony:
  - Jeff Tozzer, Sequim
  - Karin Cummins, Sequim
  - Eric Fehrmann, Sequim
  - Pepai Whipple, Sequim

ACTION TAKEN: CMOm to close the public hearing and adopt, CMFs, mc

H3 Ordinance titled Carlsborg Urban Growth Area
- Donella Clark, Department of Community Development, provided a staff report

ACTION TAKEN: CMOm to open the public hearing, CMFs, mc
- The following provided testimony:
  - John Worthington, Sequim
  - Pepai Whipple, Sequim
  - Logan Hammon, Sequim

ACTION TAKEN: CMOm to close the public hearing and adopt, CMFs, mc

PUBLIC COMMENT
- Karin Cummins, Sequim, commented on Independence Day, communication
- Eric Fehrmann, Sequim, commented on communication

Meeting concluded at 11:22 a.m. and continued to 9 a.m., Monday, July 8.

The Board of Commissioners attended WSAC Virtual Update, Coffee with Colleen, during the week of July 1.

PASSED AND ADOPTED this 9th day of July 2024.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

KEY TO ABBREVIATIONS:

ATM	Administrator Todd Mielke	m	moved
CMO	Commissioner Mark Ozias	mc	motion carried
CRJ	Commissioner Randy Johnson	s	seconded
CMF	Commissioner Mike French		

DRAFT

BOARD OF CLALLAM COUNTY COMMISSIONERS PUBLIC HEARING

H3 Ordinance titled Carlsborg Urban Growth Area

I declare under penalty of perjury under the laws of the State of Washington that any testimony that I give is true and accurate. Please print name and address clearly.

№	PRINTED NAME	SIGNATURE	ADDRESS
1	LOGAN HAMMON	Logan Hammon	303 MILL RD
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BOCC Mail Correspondences Received from other Jurisdictions

ORCAA
OLYMPIC REGION CLEAN AIR AGENCY

2940 Limited Lane NW
Olympia, WA 98502

Representing Clallam, Grays Harbor, Jefferson, Mason, Pacific, and Thurston Counties

1-800-422-5623 • (360) 539-7610

RECEIVED
CLALLAM CO. COMMISSIONERS
JUN 24 2024
1...2...3...A...

June 20, 2024

Clallam County Commissioner
223 E 4th St Suite 4
Port Angeles, WA 98362

Greetings:

The Washington Clean Air Act (RCW 70A.15) requires that prior to the fourth Monday of June each year; the Air Pollution Control Authority shall notify each city, town, and county, within their jurisdiction, of their assessment.

At its June 12, 2024, meeting, the Olympic Region Clean Air Agency's Board of Directors established the per capita assessment for 2025 at $0.956. The population figure for unincorporated Clallam County of 46,090 is based upon the publication by the Washington State Office of Financial Management, Forecasting Division; "2023 Population Trends for Washington State."

This letter will serve as notification that your Contribution for calendar year 2025 to the Olympic Region Clean Air Agency is $44,062.04. You will receive a statement for this amount in January. Please contact ORCAA if you have any questions.

Sincerely,

Jeff C. Johnston, Ph.D.
Executive Director

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Northwest Regional Office
911 Northeast 11th Avenue
Portland, Oregon 97232

RECEIVED
CLALLAM CO. COMMISSIONER
JUN 24 2024
1...2...3...A...

IN REPLY REFER TO:
Division of Realty

May 9, 2024

Certified Mail—Return Receipt Requested 7020 0640 0002 1121 3928

The Honorable W. Ron Allen
Jamestown S'Klallam Tribe
1033 Old Blyn Highway
Sequim, Washington 98382-7670

Dear Chairman Allen:

This is the decision of the Bureau of Indian Affairs ("BIA"), Northwest Regional Director, on the Jamestown S'Klallam Tribe's ("Tribe") contiguous land-into-trust application for the property more fully identified below, known as the Golf Course II Property ("Property" or "Land') consisting of 1.96 acres, more or less, located in Clallam County, Washington. The proposed acquisition for the property: consolidate land ownership and office space and storage for the maintenance crew and their equipment for the contiguous Cedars at Dungeness Golf Course. The application is not for gaming purposes. For the reasons set forth below, it is my decision to approve the Tribe's request to acquire the Golf Course II Property into trust.

By Tribal Resolution #06-2024 dated January 30, 2024[1] requested that the United States acquire 1.96 acres in trust for the use and benefit of the Tribe. JKT Gaming, Inc. dba 7 Cedars Casino, a tribally chartered corporation owns the property in fee status.

JKT Gaming, Inc. dba 7 Cedars Casino acquired the property from Flagstar Bank, FSB by Bargain and Sale Deed dated October 14, 2009 and recorded the purchase on October 27, 2009 in Clallam County, Washington under document number 2009-1244595.

Land Location and Legal Description

Address: 1721 Woodcock Road, Sequim, Clallam County, Washington.

[1] This fee-to-trust application was submitted after January 11, 2024; therefore, this application and decision is applicable to the revised 25 CFR Part 151 that were effective January 11, 2024.

The Property is contiguous to the Jamestown Reservation (129 T1015)[2]. The property is described as follows:

LOT 3 OF SCHMITTROTH SHORT PLAT, RECORDED JANUARY 28, 1992 IN VOLUME 23 OF SHORT PLATS, PAGE 11, UNDER CLALLAM COUNTY RECORDING NO. 663191, BEING A SHORT PLAT OF A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

Land Description Review and Chain of Surveys Certificates were prepared by James Wengler, PLS, CFedS and certified by Robert Femling, Chief Cadastral Surveyor of the Bureau of Land Management ("BLM") on January 4, 2024. The Land Description Review Certificate states that the land description is acceptable as written and presented. The Chain of Surveys Certificate states that the land surveys are acceptable.

A Land Description Examination and Validation ("LDEV") Request was submitted on February 7, 2024 and certified by BIA OTS Liaison, Trisha Johnson on February 23, 2024. The LDEV received a *concur, low risk*.

The LDEV indicated that the land description is tract of land being that part of Lot 3 of the Schmittroth Short Plat recorded on January 20, 1992 in Volume 23 of short plats, page 11, under Auditor's File No. 663191, records of Clallam County, Washington. Said description being a portion of Southwest Quarter in Section 3, Township 30 North, Range 4 West, Willamette Meridian, Clallam County, Washington. The description closes within an acceptable amount and conforms to the PLSS. The land description is deemed acceptable for the stated purpose. The GIS acreage was calculated to be within 5% of the 1.960 acres. Based on the most recent available imagery there does not appear to be any unauthorized encroachment or encumbrances.

I find that the Tribe has fulfilled the requirements of 25 CFR § 151.8 governing requests for approval of acquisition because the Resolution #06-2024, sets out the identity of the parties, a description of the land, and other information showing the acquisition comes within 25 CFR Part 151.

REGULATORY REQUIREMENTS, 25 CFR Part 151 (2024)

This decision of the BIA Northwest Regional Director is discretionary. This Application was submitted after Bureau of Indian Affairs issued the revised 25 CFR Part 151 regulations for fee-

[2] On July 21, 2017, Acting Assistant Secretary-Indian Affairs signed a Proclamation, which proclaimed 129 T1015, to be made part of the Jamestown S'Klallam Tribe's Reservation.

to-trust acquisitions, effective on January 11, 2024 ("2024 Regulations"). Therefore, this decision is issued pursuant to the revised 25 CFR Part 151 regulations.

§ 151.3 – Land Acquisition Policy

Section 151.3 of Title 25 of the *Code of Federal Regulations* set forth the Department's land acquisition policy. I find that the acquisition is consistent with the policy because of the following:

1. The land is located contiguous to the Jamestown Reservation.

2. The Tribe already owns the land as evidenced by the Bargain and Sale Deed[3] and the title evidence. The Office of the Solicitor, Pacific Northwest Region, reviewed the title evidence and provided Preliminary Title Opinion BIA-00080561 dated March 14, 2024 and found title to be vested in the Tribe; and

3. The acquisition will further Tribal interests by facilitating Tribal self-determination and consolidates land ownership (i.e., the property is contiguous to the Jamestown Reservation).

25 CFR § 151.3(b) (1)-(3).

§ 151.10(a)(1) – Statutory Authority

Section 5 of the Indian Reorganization Act of 1934 (IRA) (Section 5) authorizes the Secretary to acquire land in trust for "Indians," which includes all persons of Indian descent who are members of "any recognized Indian tribe now under federal jurisdiction." In 2009, the United States Supreme Court (Supreme Court) in Carcieri v. Salazar construed the term "now" to refer the year of the IRA's enactment 1934; however, the Supreme Court did not interpret the phrase "under federal jurisdiction." In 2014, the Department's Solicitor provided guidance on the phrase "under federal jurisdiction" by issuing Solicitor Opinion M-37029 (Sol. Op. M-37029). Multiple federal court decisions hold that the Department's interpretation memorialized in Sol. Op. M-37029 is reasonable.

The Tribe was under federal jurisdiction in 1934. The Tribe's predecessor was party to the 1855 Treaty of Point No Point with the United States, the Tribe received benefits and annuities pursuant to that treaty and the federal government continued to provide services and benefits to the Tribe up to, and after, 1934. During the implementation of the IRA, the federal government endeavored to organize the Tribe and acquire land for it and made the determination that the Tribe was eligible for the benefits of the IRA.

[3] JKT Gaming, Inc., dba 7 Cedars Casino, a tribally chartered corporation.

On February 10, 1981, the Tribe was acknowledged as a federally recognized Indian tribe, effectively confirming its continuing existence and supervision by the federal government. 45 Fed. Reg. 81890 (Dec. 12, 1980). The federal acknowledgment of the Tribe through the process set forth in 25 C.F.R. Part 83 in 1981 further confirms that the Tribe was under federal jurisdiction in 1934 and has existed continuously and autonomously since at least 1855.

Finally, the Tribe's continuing relationship to the United States was also confirmed when the Tribe intervened in United States v. Washington and established its continuing right to exercise treaty fishing activities reserved to it under the 1855 Treaty of Point No Point.

For purposes of the "under federal jurisdiction" analysis, the United States understood that the Tribe was under the federal jurisdiction and supervision of the United States in 1934, and that the adult residents of the Reservation met the IRA's definition of "Indian." That understanding was re-affirmed when the Tribe was acknowledged by the United States in 1981 and was also confirmed when the Tribe intervened in *United States v. Washington*.

§ 151.10(a)(3) – Purposes for which the land will be used

The current/proposed purposes for the land will be used for the following: consolidate land ownership and office space and storage for the maintenance crew and their equipment for the contiguous Cedars at Dungeness Golf Course.

There is no change of land use for the BIA to consider.

§ 151.10(a)(4) – BIA's ability to discharge additional responsibilities

The programs at the Puget Sound Agency and Northwest Regional Office are capable of handling the additional responsibilities brought by acquiring this land into trust. The principal programs affected will be Realty, Division of Environmental, and the Land Titles and Records Office.

Based on the above facts, I find that the additional 1.96 acres, will not unduly burden the BIA staff. Therefore, I find that the BIA is equipped to discharge the additional responsibilities associated with bringing this land into trust status.

§ 151.10(b) – Great Weight

The Secretary shall give great weight to acquiring land that serves certain tribal interests. This acquisition further tribal interests by facilitating Tribal self-determination and to consolidate land ownership. I find that this interest weighs in favor of the acquisition of the Property in trust for the Tribe.

25 CFR § 151.10(b) (4) and (8)

§ 151.10(c) – Tribal Interests

I find that the acquisition will further Tribal interests by facilitating tribal self-determination and to consolidate land ownership. Any adverse impacts to local governments' regulatory jurisdiction, real property taxes, and special assessments will be minimal; therefore, the application should be approved.

§ 151.10(d) – Impacts to regulatory jurisdiction, real property taxes and special assessments

A Notice of Application was sent to the State of Washington, Governor's Office ("State") on March 6, 2024 and Clallam County ("County") on March 20, 2024. The notices provided 30 days for written response. The State received its Notice of Application on March 11, 2024, and the County received its Notice of Application on March 25, 2024.

Both the State and County did not respond to the Notice of Application.

There were no written comments to rebut the presumption of minimal adverse impacts to regulatory jurisdiction, real property taxes and special assessments. Therefore, I find that the Tribal community will benefit from the acquisition.

§ 151.14 – Title Review

A Request for Preliminary Title Opinion was submitted to the Office of the Solicitor, Pacific Northwest Region and a Preliminary Title Opinion BIA-00080561 was issued on March 14, 2024, which stated that items 1-3, 5, and 9 in Schedule B, Part II (C) of the title evidence must be satisfactorily eliminated or addressed.

Items 1-3 excepts from coverage various taxes, liens, and assessments. These items should be eliminated from the title evidence and all taxes and assessments, if any, must be paid in full.

Item 5 excepts from coverage—covenants, conditions and restrictions.

Item 9 excepts from coverage—critical area and buffer.

By Tribal Resolution #19-2024 dated March 27, 2024, the Tribe addressed items 5 and 9 of the title evidence.

§ 151.15 – Review of Environmental Conditions

The Secretary shall comply with the requirements of the National Environmental Policy Act (NEPA), applicable Council on Environmental Quality regulations, Department of Interior regulations and guidance, and 602 DM 2, Land Acquisitions: Hazardous Substances Determinations.

NEPA

An Exception Checklist for BIA Categorical Exclusions dated April 16, 2024, indicates that an Environmental Assessment is not required because the tribe indicated that no development, physical alteration, or change of land use after acquisition is planned or known. Therefore, I find that approval of this acquisition falls under 516 DM 10.5 (I) and is categorically excluded. Should future development occur, compliance with NEPA will be required if federal funding or a federal decision is involved.

Historic/Endangered Species Compliance

Since the Tribe has no plans for further development of this property, I anticipate no impact to any historic or archaeological resources or to any threatened or endangered species that may exist on the property. Should future development occur, compliance with laws governing historic properties and endangered species, if applicable, will be required.

Phase I Environmental Site Assessment

A Phase I Environmental Site Assessment (ESA) was completed by Kristen Burgess, EP, LG, of ESA Associates, Inc. (ESAAI) on January 12, 2024. The consultant found no known or suspected Recognized Environmental Conditions (RECs), historical RECs, controlled RECs, Business Environmental Risks (BERs), or other evidence of environmental liability at this Property.

The Phase I Environmental Site Assessment was reviewed by the Northwest Regional Environmental Scientist on April 12, 2024, and he stated that: "The Phase I ESA and supporting documents fulfill the requirements of NEPA, 40 CFR § 312, ASTM E 1527-13/21 Standard Practice, and 25 CFR Part 151, and the property is suitable for acquisition under the U.S. Department of the Interior Manual 602 DM 2.13 Acquisition, A & B."

Certain components of the ESA report will begin to expire on July 10, 2024, and the Phase I ESA report will expire on January 12, 2025; 12 months from date of issue.

If the fee-to-trust application reaches fee-to-trust *Step 13-Acceptance of Conveyance* and the Phase I ESA report date exceeds 180 days (July 10, 2024), an updated ESA is required.

Decision

The proposed uses and purposes of the property are non-gaming and not illegal. In view of the foregoing, all applicable legal requirements have been satisfied, and I hereby approve the Tribe's fee-to-trust application for the Golf Course II Property.

Appeal Rights

This decision may be appealed by any person or entity who is adversely affected by the decision of the Regional Director. Appeals must be submitted to the Interior Board of Indian Appeals (IBIA) at the following address: Interior Board of Indian Appeals, Office of Hearings and Appeals, U.S. Department of the Interior, 801 North Quincy Street, Suite 300, Arlington, Virginia 22203. The appeals process begins when you file with the reviewing official a notice of appeal, complying with the provisions of 25 CFR §§ 2.205–2.207.

Deadline for Appeal. Your notice of appeal must be submitted in accordance with the provisions of 25 CFR § 2.214 within 30 days of the date you receive notice of this decision pursuant to 25 CFR § 2.203. If you do not file a timely appeal, you will have failed to exhaust administrative remedies as required by 25 CFR part 2. If no appeal is timely filed, this decision will become effective at the expiration of the appeal period. Not extension of time may be granted for filing a notice of appeal.

Appeal Contents and Packaging. Your notice of appeal must comply with the requirements in 25 CFR § 2.214. It must clearly identify the decision being appealed. If possible, attach a copy of this decision letter. The notice and the envelope in which it is mailed should be clearly labeled, "Notice of Appeal." Your notice of appeal must list the names and addresses of the interested parties known to you and certify that you have sent them and this office copies of the notice by any of the mechanisms permitted for transmitting the Notice of Appeal to the BIA.

Where to Send Copies of Your Appeal. If the reviewing official is the IBIA, you must also send a copy of your appeal to the Assistant Secretary-Indian Affairs and to the Associate Solicitor, Division of Indian Affairs. If the reviewing official is the IBIA, your appeal will be governed by the IBIA's regulations, at 43 CFR part 4.

Assistance. If you can establish that you are an enrolled member of a federally recognized Tribe and you are not represented by an attorney, you may, within 10 days of receipt of this decision, request assistance from this office in the preparation of your appeal. Our assistance is limited to serving your filings on the interested parties and allowing limited access to government

records and other documents in the possession of this office. We cannot obtain an attorney for you or act as your attorney on the merits of the appeal.

Sincerely,

Digitally signed by BRYAN MERCIER
Date: 2024.05.09 10:02:44 -07'00'

Bryan K. Mercier
Northwest Regional Director

Distribution List of Notice of Decision

State of Washington
Governor's Office of Indian Affairs
Post Office Box 40909
Olympia, Washington 98504-0909

Certified Mail No.: 7020 0640 0002 1121 3911

Clallam County Commissioners
Clallam County
223 East Fourth Street, Suite 4
Port Angeles, Washington 98362

Certified Mail No: 7020 0640 0002 1121 3935

Case Number: 56249
Applicant Name: JAMESTOWN S'KLALLAM TRIBE

Public Notice to Acquire Land into Trust – BIA Regional Director Decisions

(for publication in the local newspaper)

ACTION: Notice of decision to acquire land into trust under 25 Code of Federal Regulations, Part 151.

SUMMARY: The Regional Director, Bureau of Indian Affairs, U.S. Department of the Interior, on the below date, has made a determination to acquire real property in trust for JAMESTOWN S'KLALLAM TRIBE.

The land referred to as former Golf Course II Property property, herein and is described as:

See "Exhibit A" for legal descriptions.

DATE: This determination was made on 05/09/2024.

FOR FURTHER INFORMATION CONTACT: BIA NORTHWEST REGIONAL OFFICE, Bureau of Indian Affairs, 911 NE 11TH AVENUE, PORTLAND, OR 97232, telephone (503) 231-6702.

SUPPLEMENTARY INFORMATION: This notice is published to comply with the requirement of 25 CFR § 151.12(d)(2)(iii) that notice be given of the decision by the authorized representative of the Secretary of the Interior to acquire land in trust.

A copy of the determination is available [at the following website: n/a AND/OR from the office identified in the FOR FURTHER INFORMATION section of this notice]. Any party who wishes to seek judicial review of the Regional Director's decision must first exhaust administrative remedies. The Regional Director's decision may be appealed to the Interior Board of Indian Appeals (IBIA) in accordance with the regulations in 43 C.F.R. 4.310-4.340.

If you choose to appeal this decision, your notice of appeal to the IBIA must be signed by you or your attorney and **must be either postmarked and mailed (if you use mail) or delivered (if you use another means of physical delivery, such as FedEx or UPS) to the IBIA within 30 days from the date of publication of this notice.** The regulations do not authorize filings by facsimile/fax or by electronic means. Your notice of appeal should clearly identify the decision being appealed. You must send your **original** notice of appeal to the IBIA at the following address: Interior Board of Indian Appeals, Office of Hearings and Appeals, U.S. Department of the Interior, 801 North Quincy Street, Suite 300, Arlington, Virginia 22203. You must send **copies** of your notice of appeal to (1) the Assistant Secretary – Indian Affairs, U.S. Department of the Interior, MS-4141-MIB, 1849 C Street N.W., Washington, D.C. 20240; (2) each interested party known to you; and (3) the Regional Director. Your notice of appeal sent to the IBIA must include a statement certifying that you have sent copies to these officials and interested parties and should identify them by names or titles and addresses.

If you file a notice of appeal, the IBIA will notify you of further procedures. If no appeal is timely filed, this decision will become final for the Department of the Interior at the expiration of the appeal period. No extension of time may be granted for filing a notice of appeal.

PNRDD01 *P; P; 06; 129; 4200432128; 56249; 129T000055*
Office Codes: P,P,06,129 AD Number: 4200432128 Case: 56249

Case Number: 56249

Applicant Name: JAMESTOWN S'KLALLAM TRIBE

LEGAL DESCRIPTION EXHIBIT A

Tract ID:

Tract Name: GOLF COURSE II PROPERTY

Land Area	Land Area Name	Tract Number	LTRO	Region	Agency	Resources
129	JAMESTOWN KLALLAM (CLALLAM)		PORTLAND, OR	NORTHWEST REGIONAL OFFICE	OLYMPIC PENINSULA AGENCY	Both (Mineral and Surface)

Section	Township	Range	State	County	Meridian	Legal Description	Acres
3	030.00N	004.00W	WASHINGTON	CLALLAM	Willamette		1.960

METES AND BOUNDS: LOT 3 OF SHORT PLAT RECORDED JANUARY 20, 1992 IN VOLUME 23 OF SHORT PLATS, PAGE 11, UNDER AUDITOR'S FILE NO. 663191, RECORDS OF CLALLAM COUNTY, WASHINGTON, BEING A SHORT PLAT OF A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON. SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

1b

AGENDA ITEM SUMMARY

JUL 0 9 2024

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

Department: DCD

WORK SESSION ☒ **Meeting Date: 7/01/24**

REGULAR AGENDA ☒ **Meeting Date: 7/09/24**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
The Makah Tribe and Partners (North Olympic Salmon Coalition and Lower Elwha Klallam Tribe) have made it through the first round of the American the Beautiful Challenge (ATBC) and have been invited to submit a full grant package for the Upper Cowan Ranch River Restoration Project. In 2023 a letter of support for this project was approved by Clallam County Board of Commissioners and in 2024. The 2023 was not successful for funding and 2024 was for another funding source.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
The DCD requests signature by Mark Ozias on the RCO Grant Agreement.
Please sign Letter of Support.

County Official signature & print name: Bruce W. Emery

Name of Employee/Stakeholder attending meeting: __Rebecca Mahan/ Bruce Emery____

Relevant Departments: _____DCD_____

Date submitted: 6/24/24

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

MARK OZIAS, District 1
RANDY JOHNSON, District 2
MIKE FRENCH, District 3, Chair

TODD MIELKE, County Administrator

July 9, 2024

Rachel Dawson
Program Director, National Programs
National Fish and Wildlife Foundation
1133 Fifteenth Street NW, Suite 1000
Washinton, DC 20005

Re: Upper Cowan Ranch Hoko River Restoration Project Letter of Support

Dear Ms. Dawson,

We are pleased to support to the Upper Cowan Ranch Hoko River Restoration Project, Easygrants ID #84293, proposed by the Makah Tribe for funding through the NFWF America the Beautiful Challenge 2024.

The Hoko-Ozette Road, which is a Clallam County Road that runs along the portion of Hoko River proposed for this restoration project. Part of this project has design structures (logjams) to deflect the river away from the County Road at one of the pinch points. This deflection of the river will help to re-engage the opposite floodplain, and is designed to decrease the risk of scour and flooding impacts to the County Road.

This project has been developed through true cooperative involvement of partners, including the State of Washington, Tribes, and NGOs over the last few years, and focuses on restoring one of the most important habitats on the Olympic Peninsula in Washington State. This project is intended to restore natural processes of over a half mile of highly degraded river channel and riparian floodplain habitat on the Hoko River, within Clallam County, Washington. This project is necessary for the recovery of salmon stocks in the Hoko River, will restore functioning habitat for wildlife, will benefit the local community, and area infrastructure. The proposed project is community-based, supported by area tribes, landowners, and local stakeholders, and is a regional priority.

We are happy to support this important project with the Makah Tribe and the other partners of the Hoko River restoration team. We strongly encourage NFWF to support the 2024 grant proposal Upper Cowan Ranch Hoko River Restoration Project.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair | Randy Johnson | Mark Ozias

reference

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

MARK OZIAS, District 1
RANDY JOHNSON, District 2
MIKE FRENCH, District 3, Chair

TODD MIELKE, County Administrator

April 16, 2024

Amelia Petersen
Program Coordinator, Floodplains by Design
Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600

Re: Hoko River Floodplain Restoration at Upper Cowan Ranch Letter of Support

Dear Ms. Petersen,

This letter is an acknowledgement of our support and commitment to the Hoko River Floodplain Restoration at Upper Cowan Ranch, EAGL ID SEAFBD-2527-NoOlSC-00010, proposed by the North Olympic Salmon Coalition for funding through the Floodplains by Design grant program 2024.

Hoko-Ozette Road is a Clallam County Road that runs along the portion of Hoko River proposed for this restoration project. Part of this project has design structures (logjams) to deflect the river away from the County Road at one of the pinch points. This deflection of river will help to re-engage the opposite floodplain and push flow into a constructed sidechannel. These actions will significantly decrease the risk of scour and flooding impacts to the County Road.

This project has been developed through true cooperative involvement of partners, including the State of Washington, Tribes, and NGOs over the last few years, and focuses on restoring one of the most important habitats on the Olympic Peninsula in Washington State. This project is intended to restore natural processes of over a half mile of highly degraded river channel and riparian floodplain habitat on the Hoko River, within Clallam County, Washington. This project is necessary for the recovery of salmon stocks in the Hoko River, will restore functioning habitat for wildlife, will benefit the local community, and area infrastructure. The proposed project is community-based, supported by area tribes, landowners, and local stakeholders, and is a regional priority.

We look forward to seeing this project built to the benefit of Hoko River fish and wildlife, critical infrastructure, and the humans that rely on all of it working together. We strongly encourage Floodplains by Design to support the 2024 grant proposal for the Hoko River Floodplain Restoration at Upper Cowan Ranch.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randall L Johnson
Randy Johnson

Mark Ozias

Reference

HOKO RIVER
UPPER COWAN RANCH RIVER RESTORATION DESIGN

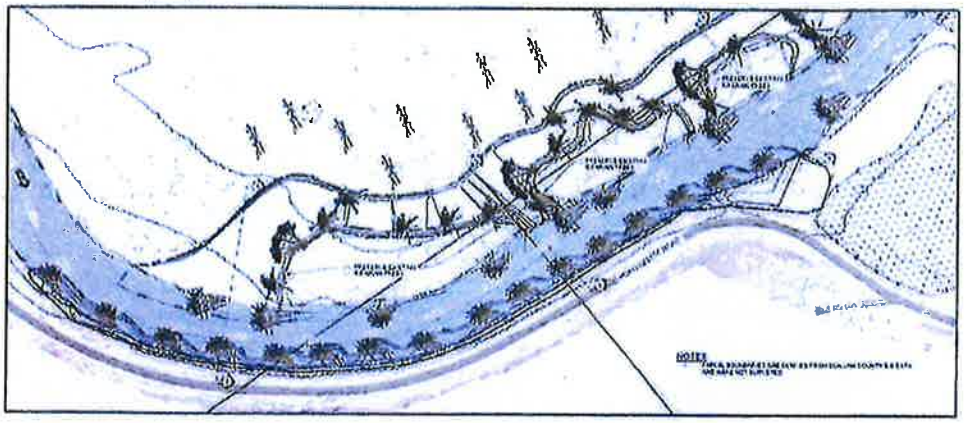
Primary limiting factor in the Hoko is the lack of large wood. This has contributed to 4-6 feet of channel incision with horrendous habitat impacts. NSD Photo.

ABOUT THE PROJECT

In the lower 5.25 miles of the Hoko River historic land-use practices and mechanical removal of large wood from the channel have resulted in 4 to 6 feet of channel incision, resulting in floodplain disconnection, bed scour, loss of pools and cover, habitat simplificatiom throughout the project reach.

These river conditions jeopardize all life stages of salmon. Eggs and alevin are subject to scouring flows tearing out redds or silting them in. Juveniles instream have limited places to rest, feed or to escape flood velocities. Returning adults are constrained by a low number of quality riffles with upwelling water good for redd building, and do not have backwaters or eddies for resting during their upstream migrations through the incised and simplified channel.

An opportunity to address these conditions has been found on lands owned by Washington State Parks. The design is currently at 60% and permit applications are written. This design project seeks to complete the permitting process and design to prepare for future construction of the restoration project.



Preliminary Design elements focus on ELJ construction and sidechannel creation to address incision and degraded habitat conditions. NSD Design.

AT A GLANCE

100% DESIGN AND PERMITS:
By December 2026

DESIGN ELEMENTS:
ELJs: 75

MAINSTEM TREATED: 2500LF

SIDECHANNELS CONSTRUCTED:
~2500 LF, 28,700 CY

FLOODPLAIN PLANTINGS: 36 Acres

DESIGN COST: $322,885

GOAL:

Reverse channel incision and increase the quality and quantity of salmonid habitat on the lower Hoko River through the construction of Engineered Log Jams and excavation of sidechannel habitat between river mile 4.6 and 5.2

OBJECTIVES:

- Submit Permit Applications/ Receive permits
- Perform Geotech Investigation
- Advance from Preliminary to Final Design
- Shovel ready at project completion.

IN PARTNERSHIP WITH:

MAKAH INDIAN NATION

WASHINGTON STATE PARKS

NORTH OLYMPIC SALMON COALITION

reference

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
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MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
Mike French, District 3

RICH SILL, County Administrator

Rachel Dawson
Program Director, National Programs
National Fish and Wildlife Foundation
1133 Fifteenth Street NW, Suite 1000
Washington, DC 20005

April 18, 2023

Re: Upper Cowan Ranch Hoko River Restoration Project Letter of Support

Dear Ms. Dawson,

This letter is an acknowledgement of our support to the Upper Cowan Ranch Hoko River Restoration Project, Easygrants ID #80198, proposed by the Makah Tribe for funding through the NFWF America the Beautiful Challenge 2023.

The Hoko-Ozette Road, which is a Clallam County Road that runs along the portion of Hoko River proposed for this restoration project. Part of this project has design structures (log jams) to deflect the river away from the County Road at one of the pinch points. This deflection of river will help to re-engage the opposite floodplain, and is designed to decrease the risk of scour and flooding impacts to the County Road.

This project has been developed through true cooperative involvement of partners, including the State of Washington, Tribes, and NGOs over the last few years, and focuses on restoring one of the most important habitats on the Olympic Peninsula in Washington State. This project is intended to restore natural processes of over a half mile of highly degraded river channel and riparian floodplain habitat on the Hoko River, within Clallam County, Washington. This project is necessary for the recovery of salmon stocks in the Hoko River, will restore functioning habitat for wildlife, and will also benefit the local community. The proposed project is community-based, supported by area tribes, landowners, and local stakeholders, and is a regional priority.

We are happy to support this important project with the Makah Tribe and the other partners of the Hoko River restoration team. We strongly encourage NFWF to support the 2023 grant proposal Upper Cowan Ranch Hoko River Restoration Project.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randall A Johnson
Randy Johnson

Mike French

JUL 2a 09 2024

AGENDA ITEM SUMMARY

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

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date: 07/01/2024**

REGULAR AGENDA ☐ **Meeting Date: 07/09/2024**

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU Contract #851.24.001

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other Discussion only

Documents exempt from public disclosure attached: ☐

Executive summary:
This is a personal service agreement between Juvenile Services and Amanda Sanders to full-fill the remaining term of the Client Services Contract for Community Prevention and Wellness Initiative Prevention Services (CPWI).

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

No budgetary impact

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

County Official signature & print name: Jody Jacobsen

Name of Employee/Stakeholder attending meeting: Jody Jacobsen, Cindy Hanson

Relevant Departments: _____

Date submitted: 06/26/24

---

* 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)

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

Contract 851.24.001

PERSONAL SERVICES AGREEMENT

IT is entered into between CLALLAM COUNTY, a political subdivision of the State of einafter called "County" or "Clallam County") and

Name: Amanda K. Sanders
Address: 636 E. Lauridsen
Port Angeles, WA 98362
Phone №: (360)809-0569

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A Scope of Work

☐ Attachment B – Compensation

☐ Attachment C General Conditions

☐ Attachment D Special Terms and Conditions

☐ Attachment E (specify)

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

The term of this Agreement shall commence on the 1st day of July 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2025.

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

CONTRACTOR

Initiating Department
Copies: 5

Print name: Amanda Sanders

Title: Coalition Coordinator

Date: June 14, 2024
20

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____

Mike French, Chair

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

SCOPE OF WORK

To: Port Angeles Healthy Youth Coalition
From: Clallam County Juvenile and Family Services

Community Prevention and Wellness Initiative hereinafter called "CPWI".
Division of Behavioral Health and Recovery hereinafter called "DBHR".
Health Care Authority hereinafter called "HCA".

Role of the Community Coalition Coordinator (Coordinator)

The community Coalition Coordinator's role is to provide staff support to the Coalition. As staff, the Coordinator manages the processes of strategic planning and implementation. The Coordinator and other Coalition staff are not members of the Coalition and should not serve as elected officers. The Coordinator and other Coalition staff assist with support for planning, problem solving, and information management (evaluation, deadlines, reporting etc.). The job of the Coordinator is to understand the framework, process, and requirements; keep track of the overall process to guide the Coalition through the process and ensure the Coalition is moving forward; keep records of the work and decisions of the Coalition; ensure reporting is completed; and distribute meeting information prior to meetings (agendas, decisions to be made, and minutes).

Community Coalition Coordinator staff support includes:

- Recruitment assistance for new Coalition membership.
- Efforts to increase community awareness of Coalition and strategies.
- Building capacity among members to carry out the above roles.
- Being well versed and comfortable with prevention science and theory.
- Being a source to the Coalition as they develop their strategic plan.
- Assistance to the Coalition to implement environmental strategies.
- Supporting the executive leadership of the Coalition to be effective and complete tasks.
- Supporting the Coalition and member-driven workgroups to be effective and complete task.

Community Coalition Coordinator will:

- Work in community full-time (1.0 FTE). Required by Cohort 7.
- Serve as staff support for the Coalition to plan, implement, and report on task categories.
- Function as the liaison among the Coalition members, DBHR and other state partners, and with the community.
- Serve as a liaison between CPWI and DBHR.
- Participate in CPWI community meetings, monthly DBHR check-in meetings, and required training.
- Help recruit and retain membership on the Coalition and support from local key stakeholders/leaders.
- Provide staff support to the Coalition; coordinate regular meetings to ensure implementation on the Strategic Plan and Action Plan.
- Coordinate the regular review of Coalition budget by the Coalition.
- Assist Coalition member in navigating CPWI Prevention Planning Framework and guide Coalition to develop a comprehensive Action Plan based on Needs Assessment and Strategic Planning.
- Work with individual Coalition member organizations to help them align and integrate their work with the goals and strategies of the Coalition and CPWI Prevention Planning Framework-focused work.
- Report to the Coalition on progress toward the goals and objectives of the Strategic Plan and Action Plan.
- Provide or coordinate services, implement activities and manage Coalition trainings with the guidance of the Coalition members.
- Work with the Coalition and projects to develop and monitor outcomes.
- Coordinate community outreach efforts (i.e. presentations, newsletter, volunteer recruitment, etc.).

Required Community Coalition Coordinator Qualifications:

- Bachelor's Degree in Education, Health Education, Communications, Social Sciences, or closely related field.
- Certified Prevention Professional.
- Two years of work experience in community organizing, program coordination, or community-based programs involving youth, drug/alcohol/tobacco use, or other related community health prevention or counseling.
- Working knowledge of substance use prevention and prevention science, community development and mobilization, youth development principles, and community organizing approaches.
- Ability to create and sustain effective relationships with community partners, foster and share leadership among individuals in the community, and build bridges among diverse community members and organizations.

Desired Skills and Knowledge:

- Work skills: Organized; excellent oral and written communication; public speaking and training; group and meeting facilitation; word processor, spreadsheet, and internet skills; good sense of humor; ability to learn new concepts quickly; and self-motivated with ability to work independently.

COMPENSATION

1. ☐ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of 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***
Amanda K. Sanders/Coalition Coordinator	$43.75

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 full-time hours worked must be reported; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify). All entries in Minerva must be completed by the 5th of the current month for services provided in the prior month. Fiscal Agent must receive notification of completion of Minerva entries no later than the 5th of every month.

In no event shall Contractor be compensated in excess of ninety thousand DOLLARS ($90,000) for the completed work set forth in Attachment "A" without written approval from the Fiscal Agent.

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.**

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

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

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

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

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

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

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

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

    (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

    (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

    (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement.

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

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

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

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge

the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

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

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

20. Disputes:

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

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

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the

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

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

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

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the Director 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 Director or designee. For purposes of this Agreement, the Director is:

Name: Jody LE Jacobsen

Title: Director, Clallam County Juvenile & Family Services

Address: 1912 W.18th St.

Port Angeles, WA 98363

Telephone: (360)565-2639

E-mail: Jody.Jacobsen@clallamcountywa.gov

Fax: (360)457-4875

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

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

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

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

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

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

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the Director. 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): As required by Department of Behavioral Health and Recovery (DBHR) and per Community Prevention and Wellness Initiative (CPWI) Health Care Authority (HCA).

Progress reports shall include, at a minimum, the following: Monthly data reports as required by Washington Health Care Authority in the "Minerva" data entry system. These monthly reports include: patient/client demographics, pre/posttest survey responses, and staff direct and indirect hours dedicated to Community Prevention and Wellness Initiative funding.

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	$	per occurrence
	$	aggregate
Property damage	$	per occurrence
	$	aggregate

☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail) $500,000 per occurrence

☐ WORKERS COMPENSATION: Statutory amount

☒ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	$	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 Director or designee 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):.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 202-3007 **FAX (A/C, No):** **E-MAIL ADDRESS:** contact@hiscox.com
INSURED Amanda Sanders 636 E Lauridsen Port Angeles, WA 98362	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hiscox Insurance Company Inc — 10200 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			P101.538.546.2	02/16/2024	02/16/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ S/T Gen. Agg. $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Amanda Sanders
636 E LAURIDSEN BLVD
Port Angeles, Washington 98362

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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StateFarm WASHINGTON INSURANCE CARD

STATE FARM

State Farm Mutual Automobile Insurance Company

INSURED KAY, THOMAS J &
SANDERS, AMANDA

MUTL
VOL

POLICY NUMBER 223 3519-A29-47A

EFFECTIVE

YR 2016 MAKE FORD

FEB 01 2023 TO JUL 29 2023

MODEL ESCAPE VIN 1FMCU0G98GUB44836

AGENT STEVE METHNER INS AGENCY INC 2793-BBC

PHONE (360)457-6456 NAIC 25178

A BODILY INJURY/PROPERTY DAMAGE LIABILITY
P3 PERSONAL INJURY PROTECTION
D 50 DEDUCT COMPREHENSIVE
G 500 DEDUCT COLLISION
H, R1, U, U1

SEE REVERSE SIDE FOR ADDITIONAL COVERAGE INFORMATION

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JUL 0 9 2024

AGENDA ITEM SUMMARY

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

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date: 07/01/2024**

REGULAR AGENDA ☐ **Meeting Date: 07/09/2024**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU Contract #851.24.002
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other Discussion only

Documents exempt from public disclosure attached: ☐

Executive summary:
This is a personal service agreement renewal between Juvenile Services and Thomas Sherry, known as Clear Creek Psychological Associates for professional psychological services related to youth who have been court ordered to seek sex offender treatment.

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

No budgetary impact

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

County Official signature & print name: Jody Jacobsen

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

Relevant Departments: _____

Date submitted: 06/26/24

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* 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)

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

PERSONAL SERVICES AGREEMENT

Contract Number: 851.24.002

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

Name: Clear Creek Psychological Associates

Address: 3501 NW Lowell, Suite 201

Silverdale, WA 98383

Phone #: 360-698-8980

(hereinafter called "Contractor").

This Agreement is comprised of:

Attachment "A" - Scope of Work

Attachment "B" - Compensation

Attachment "C" - General Conditions

☒ Attachment "D"- Special Terms and Conditions

☐ Attachment "E" (specify) -

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

The term of this Agreement shall commence on the 1st day of July, 2024, and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June, 2025.

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

Contractor:

Print name: Thomas W. Sherry

Title:

Date: 5/31/24, 20

CLALLAM COUNTY OFFICAL

Mike French, Chair

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

Originals: BOCC
Vendor
Initiating Department

Copies: 1 with Contract Summary

Revised 18 May 2005

SCOPE OF WORK

The Contractor, known as Clear Creek Psychological Associates, will provide specifically defined professional psychological services. The services may include any or all of the following: assessment, individual, group, and/or family therapy. Sex offender treatment requires the services of a licensed, insured polygraphist and will be provided for a under a separate contract made directly with polygraphist. Sex offender treatment services provided will be consistent with the Washington State Juvenile Rehabilitation Administration Policies and Procedures.

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:

Name/Position	***Hourly Rate***
Psychosexual Assessment or Evalution	$ 1,275.00 each
History Polygraph	$ 350.00 each
Monitoring Polygraph	$ 250.00 each
Individual Client or Family	$ 100.00 per hour
Group Therapy Sessions	$ 40.00 per group (1 1/2 hour session)

Referrals for services shall be made in writing. Form information shall include, at a minimum, the name of the client, the specific professional service(s) being requested and the length, durations, and total number of visits or service units being authorized based upon recommendations received. In no case may the service exceed that which is specifically authorized in written form. Changes and exceptions may be made in writing prior to the execution of such services.

Clients with insurance shall be billed to the insurance carrier prior to any billing under this contract. Copays shall be paid by the client or responsible party. Eligible services denied by insurance may be payable under this contract and shall be invoiced to Clallam County. A copy of the Explanation of Beneifts showing the reason for denial must accompany the invoice. Clients who qualify as low income under state guidelines may have their co-pays and client portions paid under this contract. A financial statement and verifiable copies of income (i.e. tax return, pay stubs, etc.) must be submitted to Clallam County Juvenile & Family Services for approval prior to billing for such services.

The Contractor shall submit monthly invoices to the County detailing services by client name, dates of service(s), and type of service(s) provided. Payment shall be made within 30 days of receipt of the invoice providing all required information and/or reports have been received.

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 TWENTY THOUSAND DOLLARS ($20,000) 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 Montana Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Montana.

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract

termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

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

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

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

(a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

(b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available 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 thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

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

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

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work [Attachment "A"]. In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of twelve 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:	Jody L.E. Jacobsen
Title:	Director of Juvenile & Family Services
Address:	1912 W. 18th St., Port Angeles, WA 98363
Telephone:	360-565-2639
E-mail:	jody.jacobsen@clallamcountywa.go

Fax: 360-457-4875

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

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

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

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

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

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

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

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

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

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

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

(c) Special Terms and Conditions [Attachment "D"]; and

(d) General Conditions [Attachment "C'].

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

- ☐ With each request for payment.
- ☒ Monthly.
- ☒ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☒ Other (specify): As requested by the Court, Project Manager, or the SSODA Probation Officer for special referral cases as specified in writing.

Progress reports shall include, at a minimum, the following: Monthly progress reports for each SSODA client shall be sent monthly in conjunction with the monthly invoice. The monthly progress report shall provide information relating to compliance with the SSODA treatment requirements. It is also provided that additional reporting shall be provided as deemed necessary by the Contractor or upon written request of the Project Manager or as ordered by the court.

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

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

☒ COMPREHENSIVE GENERAL LIABILITY:

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

Property damage : $1,000,000 per occurrence

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

$1,000,000 per occurrence

☒ WORKERS COMPENSATION: Self Employed/Statutory amount

☒ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

$See Attached bodily injury, liability, including death, per occurrence

$See Attached property damage liability, per occurrence

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

Any such insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurances is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

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

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

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

☐ 4. Other (specify):.

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance

HPSO

OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Mail Date: 02/22/24

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0273614385-8	From: 05/01/24 to 05/01/25 at 12:01 AM Standard Time

Name Insured and Address:
THOMAS W SHERRY
3501 NW LOWELL ST STE 201
SILVERDALE, WA 98383-7851

Program Administered by:
Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
1-800-982-9491
www.hpso.com

Medical Specialty	Code
Mental Health Counselor	80723
Excludes Cosmetic Procedures	

Insurance Provided by:
American Casualty Company of Reading, Pennsylvania
151 N. Franklin Street
Chicago, IL 60606

Professional Liability — $1,000,000 each claim — $3,000,000 aggregate

Your professional liability limits shown above include the following:
- Good Samaritan Liability
- Malplacement Liability
- Personal Injury Liability
- Sexual Misconduct included in the PL Limit shown above subject to $25,000 aggregate sublimit

Coverage Extensions

License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit	$ 1,000	per day limit	$ 25,000	aggregate
Deposition Representation	$ 10,000	per deposition	$ 10,000	aggregate
Assault *Includes Workplace Violence Counseling*	$ 25,000	per incident	$ 25,000	aggregate
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid	$ 10,000	per incident	$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate
Information Privacy (HIPAA) Fines & Penalties	$ 25,000	per incident	$ 25,000	aggregate
Media Expense	$ 25,000	per incident	$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire and Water Legal Liability	Included in the PL limit above subject to $150,000 aggregate sub limit
Personal Liability	$1,000,000 aggregate

Total $524.00

Premium reflects Self-employed, Full-time rate

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board | **Secretary**

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:
CNA93692 (11-2018)

Endorsement Date:

Master Policy: 188711433

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State Farm WASHINGTON INSURANCE CARD
STATE FARM

State Farm Mutual Automobile Insurance Company

INSURED SHERRY, THOMAS W
& DOYLE, FELICIA M

MUTL
VOL

POLICY NUMBER 337 1371-C02-47E

EFFECTIVE
MAR 02 2024 TO SEP 02 2024

YR 2008 MAKE HONDA

MODEL FIT VIN JHMGD37608S026207

AGENT JEFF REED INS AGCY INC 2761-BE1

PHONE (360)698-8029 NAIC 25178

A BODILY INJURY/PROPERTY DAMAGE LIABILITY
P2 PERSONAL INJURY PROTECTION
D 100 DEDUCT COMPREHENSIVE
G 250 DEDUCT COLLISION
U, U1

SEE REVERSE SIDE FOR ADDITIONAL COVERAGE INFORMATION

2C

JUL 09 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 7/8/2024**

REGULAR AGENDA ☒ **Meeting Date: 7/9/2024**

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 245.24.002 Amendment 2

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Clallam County and WSU/Social and Economic Sciences Research Center (SESRC) entered into a subaward to the County's EDA Strategy Development Grant on March 12, 2024. This agreement is for SESRC's services to convene and analyze data from various sources included ESD and DSHS in support of North Olympic Peninsula Recompete Coalition (NOPRC) application to the Phase 2 Recompete Grant.

Due to delays and data issues, WSU/SESRC have not fully completed the analysis of the ESD data requested. Amendment 2 will extend the contract out 1 month to complete the project. The new contract period of performance end date will be July 31st, 2024. The contract will also increase the dollar amount of the contract by $1,089.00 to $27,846 total.

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?)
Staff recommendation is to sign the agreement to correct the agreement.

County Official signature & print name: Angi Klahn

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn (BOCC/Recompete)

Date submitted: 7/2/2024

RECOMPETE – STRATEGY DEVELOPMENT GRANT

SUBRECIPIENT AGREEMENT

AMENDMENT #2

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and Washington State University, Social and Economic Sciences Research Center ("SESRC"), an institute of higher education and an agency of the State of Washington ("Recipient"), and changes the following attachments to the agreement entered into on March 12, 2024 and amended on April 23, 2024.

This Amendment is comprised of the text found on Attachment 2.

The term of this Amendment shall commence on the 9th day of July, 2024 and shall terminate as provided elsewhere in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2024.

RECIPIENT

_____

Print name: _____

Title: _____

Date: _____ 2024

CLALLAM COUNTY BOARD OF COMMISSIONERS

_____

Mike French, Chair of the Board

Originals: BOCC
WSU/SESRC

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

AMENDMENT TO THE ORIGINAL AGREEMENT

Clallam County Contract # 245-24-002

WSU Award # AWD005960

RECOMPETE – STRATEGY DEVELOPMENT GRANT

Amendment #2

Due to the extended time needed to analyze ESD dataset, the Grant Agreement (the "Agreement") between Clallam County and Washington State University title "Recompete-strategy development grant" is here by amended as follow:

1. Timeline extension: The Agreement shall be extended to July 31st 2025 to complete analysis of ESD dataset. The destruction of the raw dataset in per Data Share Agreement shall also extended to August 1st 2025.
2. Funding: to accommodate additional time for data analysis
    - The funds originally allocated for IRB fee and research supplies of $3,803 (with 36% WSU F&A) shall be reallocated to be used for personnel.
    - Additional funding of $1,089 shall be added to this amendment.
    - The total funded amount $26,757 shall be increased to $27,846
3. Other terms and conditions shall remain the same as the original Agreement.

Contract 245-24-002

updated

Document was submitted after the agenda and packet were posted on 7/8/24 Item 2C

RECOMPETE – STRATEGY DEVELOPMENT GRANT

SUBRECIPIENT AGREEMENT

AMENDMENT #2

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and Washington State University, Social and Economic Sciences Research Center ("SESRC"), an institute of higher education and an agency of the State of Washington ("Recipient"), and changes the following attachments to the agreement entered into on March 12, 2024 and amended on April 23, 2024.

This Amendment is comprised of the text found on Attachment 2.

The term of this Amendment shall commence on the 9th day of July, 2024 and shall terminate as provided elsewhere in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2024.

RECIPIENT

Digitally signed by Washington State University
Date: 2024.07.05 10:59:34 -07'00'

AVP/DVP, Authorized Official

Print name: _____

Title: _____

Date: _____ 2024

CLALLAM COUNTY BOARD OF COMMISSIONERS

_____

Mike French, Chair of the Board

Originals: BOCC
WSU/SESRC

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

AMENDMENT TO THE ORIGINAL AGREEMENT

Clallam County Contract # 245-24-002

WSU Award # AWD005960

RECOMPETE – STRATEGY DEVELOPMENT GRANT

Amendment #2

Due to the extended time needed to analyze ESD dataset, the Grant Agreement (the "Agreement") between Clallam County and Washington State University title "Recompete-strategy development grant" is here by amended as follow:

1. Timeline extension: The Agreement shall be extended to July 31st 2024 to complete analysis of ESD dataset.
2. Funding: to accommodate additional time for data analysis
   - Additional funding of $1,700 shall be added to this amendment.
   - The total funded amount $26,757 shall be increased to $28,457.
3. Other terms and conditions shall remain the same as the original Agreement.

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JUL 09 2024

AGENDA ITEM SUMMARY

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

Department: Public Works- Roads

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 07/09/2024**

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
☒ Bid Opening

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is public bid opening for the Sekiu Sewer Main Replacement: Phase I Project. This project includes the replacement of approximately 650 feet of sewer line, in several segments along SR112.

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

This item is budgeted as a part of the Capital Improvement Program.

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

We ask that the Commissioners open all bids received, then refer them to the Public Works Department for review, tabulation and recommendation of award at their next meeting on July 16th.

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

Name of Employee/Stakeholder attending meeting: Joe Donisi & Bonnie Laubach

Relevant Departments: Public Works

Date submitted: 07/02/2024

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

Agenda Item Summary Template
Revised: 3-04-2019

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

H1

AGENDA ITEM SUMMARY

JUL 09 2024

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

Department: Sheriff

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 7/9/24**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: Taking into consideration public feedback received during the Commissioners Regular Agenda meeting 7/9/2024 at 10:30am, The Sheriff's Office requests that the proposed revisions to Clallam County Code Chapter 5.100 Consolidated Fee Schedule - Sheriff's Department Civil Processes Fee Schedule 400-A be approved.

Budgetary impact: None

Recommended action: BOCC approval

County Official signature & print name: Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: _Beth Waknitz

Relevant Departments: _Sheriff

Date submitted: 6/12/24

Ordinance _____

Amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule –
Sheriff's Department Civil Processes Fee Schedule 400-A

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 5.100.400, Fees for the Sheriff's Department Civil Processes Fee Schedule 400-A are amended to read as follow:

See attached Sheriff's Department Civil Processes Fee Schedule 400-A.

ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias

_____
Randy Johnson

ATTEST:

_____
Loni Gores, MMC, Clerk of the Board

_____
Mike French, Chair

SHERIFF'S DEPARTMENT CIVIL FEE SCHEDULE 400-A EFFECTIVE 202409		
SERVICE	FEE	REFERENCE
Service of documents to one defendant ~~Summons and complaint, notice and complaint, summons and petition, notice of small claim on one defendant at any location~~	$3020 plus mileage	RCW 36.18.040
Additional defendant served at the same location ~~Summons and complaint, notice and complaint, summons and petition, notice of small claim on two or more defendants at the same residence~~	$25 ~~plus mileage~~	RCW 36.18.040
Making a return of service, ~~besides mileage traveled~~	$150	RCW 36.18.040
Levying each writ of attachment or writ of execution upon real or personal property	Hourly rate [1 and/or 2] plus mileage, minimum1 hour	RCW 36.18.040
Filing copy of writ of attachment or writ of execution with Auditor	$20 plus Auditor's filing fee	RCW 36.18.040
Serving writ of possession or restitution without aid of the County	Hourly rate[1] ~~$40~~ plus mileage	RCW 36.18.040
Serving writ of possession or restitution with aid of the County	Hourly rate[1 and 2] plus mileage; minimum 1 hour	RCW 36.18.040
~~Serving an arrest warrant in any action or proceeding~~	~~$50 plus mileage~~	~~RCW 36.18.040~~
Executing any other writ or process in a civil action or proceeding	Hourly rate[1 and/or 2] plus mileage; minimum 1 hour	RCW 36.18.040
Mileage going or returning from any place of service or attempted service	~~$0.58 per mile~~ER&R rate for patrol vehicle; $10 minimum charge	RCW 36.18.040
Service of a document within jurisdictional area knowns as C1 (Sequim)	Mileage from Sequim detachment plus $15 ~~$10 fixed mileage from Port Angeles office to Sequim Detachment not including actual mileage traveled from Detachment to place of service~~	RCW 36.18.040
Service of a document within the jurisdictional areass known as C3 (Beaver, Forks, LaPush) and C4 (Clallam Bay, Neah Bay, Seiku)	Mileage from West End detachment plus $20 ~~$15 fixed mileage from Port Angeles office to West End Detachment, not including actual mileage traveled~~	RCW 36.18.040

SHERIFF'S DEPARTMENT CIVIL FEE SCHEDULE 400-A EFFECTIVE 202409		
SERVICE	FEE	REFERENCE
	~~from Detachment to place of service~~	
Deed to lands sold upon execution or order of sale or other decree of court	$50 paid by purchaser	RCW 36.18.040
Copies made ~~of papers when insufficient copies are furnished~~	$1 for first page and $0.50 for each additional page	RCW 36.18.040(1)(k)
~~Service of any other document and supporting papers for which no other fee is provided herein~~	~~$25~~	~~RCW 36.18.040~~
Posting notice of sale or postponement	$15 plus mileage	RCW 36.18.040
Publication of Notice	Rate set by newspaper	RCW 35A.65.020
Certificate or bill of sale of property; or certificate of redemption	$50	RCW 36.18.040
Conducting sale of property	Hourly rate[1 and 2] ~~$40 per hour spent at a sheriff's sale~~	RCW 36.18.040
Fingerprinting for non-criminal purposes	$10 for each person up to two sets; $3 for each additional set	RCW 36.18.040
Good Conduct Letter ~~Internal criminal history records check~~	$10 or $15 if notarized	RCW 36.18.040
[1]Hourly rate for ~~clerical staff~~Civil Deputy	$~~35.46~~ [1]67.01	RCW 36.18.040
[1]Overtime rate for Civil Deputy~~clerical staff~~	$~~53.19~~ [1]92.83	RCW 36.18.040
[2]Hourly rate for commissioned Deputy~~deputies~~	$~~41.67~~ [2]75.93	RCW 36.18.040
[2]Overtime rate for commissioned ~~deputies~~Deputy	$~~62.50~~ [2]106.21	RCW 36.18.040

[1] Calculated at civil deputy ~~pay scale, top step~~wage including benefits, plus ~~indirect~~ operating costs
[2] Calculated at average deputy wage including benefits, plus operating costs ~~pay scale, top step, plus indirect costs~~