



## WORK SESSION AGENDA

### BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, July 1, 2024 – 9:00 a.m.

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

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

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

This meeting can be viewed on a live stream at this link: <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](mailto:Loni.Gores@clallamcountywa.gov)

#### Administration ? 9 a.m.

1. [Calendar/Correspondence](#)
2. [Agreement with Washington State Council of County and City Employees, Local 1619-MP for collective bargaining \(2c\)\\*](#)

[Agreement](#)

[Document - added 7-1-24](#)

3. Agreement with Deputy Prosecutor Association Bargaining Unit for collective bargaining (2d)\*

[Agreement](#)

[Updated document added 6-28-24 - item 3 and 2d](#)

[Document - added 7-1-24](#)

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

[Agreement](#)

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

[Agreement](#)

6. [Discussion regarding McKinley Mill workforce reduction](#)

## Discussion

7. Prosecuting Attorney update regarding current and anticipated impacts of indigent defense caseload standards

## Update

### **Community Development**

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

## Letter of support

9. Resolution authorizing temporary change in customer service hours for the Department of Community Development, Environmental Health and Public Works Department service counter (1j).

## Resolution

### **Finance Department**

10. Agreement amendment 1 with Clallam Public Defender for indigent public defense services (2b)\*

## Agreement amendment 1

11. 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 (1i)\*

## Notice of hearing

### **Public Works**

12. Briefing on the Dungeness Off-Channel Reservoir Project

## Briefing

### **General Discussion/Items for Future Agendas**

- A. Department of Natural Resources Meeting (August 19 at 1 p.m.)
- B. Department of Transportation Highway 101 Project Discussion (September 9 at 9 a.m.)
- C. Joint Meeting with Port of Port Angeles (October 28 at 11 a.m. ? hosted at BOCC)
- D. Department of Natural Resources Meeting (November 18 at 1 p.m.)
- E. Department of Transportation Highway 101 Project Discussion (December 9 at 9 a.m.)

### **EXECUTIVE SESSION - July 1, 2024 at 1 p.m.**

The Board of County Commissioners, pursuant to RCW 42.30.080, has scheduled a special meeting to be held at 1 p.m., Monday, July 1, 2024 in the Commissioner's Board Room, 223 East 4th Street, Port Angeles, Room 160.

The purpose of the special meeting is to facilitate an Executive Session with the Prosecuting Attorney's Office, per RCW 42.30.110. No virtual option will be available.

**The Executive Session is to discuss the following item(s):**

**\* The purchase or sale of real estate**

**\* Agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party...**

**The Board of County Commissioners will take no action while in Executive Session but reserves the right to take action at the conclusion of the Executive Session once it is back in open 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

Executive Session



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



## AGENDA ITEM SUMMARY

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

JUL 01 2024

Department: Human Resources

WORK SESSION ☒ Meeting Date: 7/1/2024

REGULAR AGENDA ☒ Meeting Date: 7/2/2024

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

### Item summary:

- |                                           |                                                                                   |                                      |
|-------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # 461.24.01 |                                      |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                                             | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                                          | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached: ☐

### Executive summary:

In accordance with Collective Bargaining protocols and the upcoming expiration of the AFSCME 1619 Managerial & Professional (1619-MP) collective bargaining agreement on 6/30/24, staff has successfully completed negotiations with the AFSCME 1619-MP bargaining unit. A new bargaining agreement has been ratified commencing July 1, 2024, and expiring on December 31, 2026.

**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?** ☐  
To be discussed and presented at worksession.

**Recommended action:** (Does the Board need to act? If so, what is the department's recommendation?)  
Approve the ratified proposed collective bargaining agreement as negotiated and presented.

**County Official signature & print name:** Tom Reyes Tom Reyes

**Name of Employee/Stakeholder attending meeting:** Tom Reyes, Mark Lane

**Relevant Departments:** Human Resources, Finance,

**Date submitted:** 6/26/24

\* 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)

461.24.001

**Agreement  
By and Between**



**Clallam County**

**and**



**The Washington State Council of  
County and City Employees, Local 1619-MP  
For the Period**

**July 1, 2024 – December 31, 2026**

**MANAGERIAL AND PROFESSIONAL EMPLOYEES**

## TABLE OF CONTENTS

|                                                      | Page |
|------------------------------------------------------|------|
| PREAMBLE .....                                       | 1    |
| ARTICLE 1 – TERM OF AGREEMENT.....                   | 1    |
| ARTICLE 2 – RECOGNITION .....                        | 1    |
| 2.1 <u>Bargaining Unit Description</u> .....         | 1    |
| 2.2 <u>Unit Composition Questions</u> .....          | 1    |
| ARTICLE 3 - NON-DISCRIMINATION.....                  | 1    |
| ARTICLE 4 - UNION SECURITY .....                     | 2    |
| 4.1 <u>Union Participation</u> .....                 | 2    |
| 4.2 <u>New Employee Orientation</u> .....            | 2    |
| 4.3 <u>Dues Check Off</u> .....                      | 2    |
| 4.4 <u>Indemnification</u> .....                     | 3    |
| ARTICLE 5 - UNION REPRESENTATION ACTIVITY .....      | 3    |
| 5.1 <u>Conducting Union Business</u> .....           | 3    |
| 5.2 <u>Adjusting Appeals</u> .....                   | 3    |
| 5.3 <u>Union Expenses</u> .....                      | 3    |
| 5.4 <u>Attendance at Negotiations</u> .....          | 3    |
| 5.5 <u>Notice of Union Officers</u> .....            | 4    |
| 5.6 <u>Copies of Labor Agreement</u> .....           | 4    |
| 5.7 <u>Employment List</u> .....                     | 4    |
| 5.8 <u>Notice of Parties</u> .....                   | 4    |
| ARTICLE 6 - MANAGEMENT RIGHTS.....                   | 4    |
| ARTICLE 7 – HOURS AND ACCOUNTABILITY PROCEDURES..... | 6    |

|                                             |                                           |    |
|---------------------------------------------|-------------------------------------------|----|
| 7.1                                         | <u>Program and Service Accountability</u> | 6  |
| 7.2                                         | <u>Flex Time for Salaried Exempt</u>      | 6  |
| 7.3                                         | <u>Job Performance and Misconduct</u>     | 6  |
| 7.4                                         | <u>Pre-disciplinary Meetings</u>          | 6  |
| ARTICLE 8 - APPEALS                         |                                           | 7  |
| 8.1                                         | <u>Policy</u>                             | 7  |
| 8.2                                         | <u>Appeal Procedure</u>                   | 7  |
| 8.3                                         | <u>Time Limits</u>                        | 8  |
| 8.4                                         | <u>Alternate Mediation</u>                | 8  |
| 8.5                                         | <u>Construction and Binding Effect</u>    | 9  |
| ARTICLE 9 - STRIKES AND LOCKOUTS PROHIBITED |                                           | 9  |
| 9.1                                         | <u>Prohibited Conduct</u>                 | 9  |
| 9.2                                         | <u>Lockout</u>                            | 9  |
| ARTICLE 10 - BENEFITS                       |                                           | 9  |
| 10.1                                        | <u>Benefits</u>                           | 9  |
| 10.2                                        | <u>Earned Leaves</u>                      | 9  |
| 10.2.1                                      | <u>Sick Leave Cashout</u>                 | 10 |
| 10.3                                        | <u>Health and Welfare Coverage</u>        | 10 |
| 10.4                                        | <u>Retirement</u>                         | 11 |
| 10.5                                        | <u>Education Program</u>                  | 11 |
| 10.6                                        | <u>Holidays</u>                           | 11 |
| 10.7                                        | <u>Length of Service Contribution</u>     | 12 |
| 10.8                                        | <u>COVID-19 Vaccine Benefit</u>           | 12 |
| ARTICLE 11 - COMPENSATION                   |                                           | 12 |

|                                                    |                                                                                  |    |
|----------------------------------------------------|----------------------------------------------------------------------------------|----|
| 11.1                                               | <u>Wages</u> .....                                                               | 12 |
| 11.2                                               | <u>Step Placement</u> .....                                                      | 13 |
| 11.3                                               | <u>Section 401(a) Plan Match</u> .....                                           | 14 |
| 11.4                                               | <u>Out of Class Assignments</u> .....                                            | 14 |
| 11.5                                               | <u>Payroll Recordkeeping</u> .....                                               | 14 |
| ARTICLE 12 - LAYOFF/RECALL AND SEVERANCE.....      |                                                                                  | 14 |
| ARTICLE 13 - FUTURE NEGOTIATIONS .....             |                                                                                  | 15 |
| ARTICLE 14 - COUNTY’S POLICIES AND PROCEDURES..... |                                                                                  | 15 |
| 14.1                                               | <u>Application of County Policies Regarding Employment Issues</u> .....          | 15 |
| 14.2                                               | <u>Reclassifications</u> .....                                                   | 15 |
| 14.3                                               | <u>Bargaining Over Changes in County Administrative Personnel Policies</u> ..... | 15 |
| ARTICLE 15 - SEVERABILITY AND SUPERIORITY .....    |                                                                                  | 15 |
| ARTICLE 16 - ENTIRE AGREEMENT .....                |                                                                                  | 15 |
| APPENDIX A - BARGAINING UNIT POSITIONS .....       |                                                                                  | 17 |
| APPENDIX B.....                                    |                                                                                  | 18 |

## **PREAMBLE**

This Agreement is made and entered into by and between Clallam County, hereinafter referred to as “County” and the Washington State Council of County and City Employees, Local 1619-MP, hereinafter referred to as the “Union.” The purpose of this Agreement is to establish salaries and benefits, hours of work, and other terms and conditions of employment and a context in which employment issues may be discussed in a bargaining and collaborative atmosphere by the parties.

## **ARTICLE 1 – TERM OF AGREEMENT**

This AGREEMENT shall be effective as of July 1, 2024, and shall continue in full force and effect through December 31, 2026.

This AGREEMENT shall supersede all previous agreements signed between the County and the Union relating to wages and conditions of employment. This agreement shall take effect on July 1, 2024, or the first of the month following ratification and signature by both parties, whichever is later.

## **ARTICLE 2 – RECOGNITION**

### **2.1 Bargaining Unit Description**

The County recognizes the Union as the sole and exclusive bargaining representative for all employees listed in *Appendix A* of this Agreement who are employed as regular, full time, salaried executive, and administrative and/or professional FLSA exempt employees. Positions designated with an asterisk in *Appendix A* may be declared exempt under Chapter 10 of the Clallam County Charter within January of each year. Charter exempt positions will be governed by terms and conditions set forth in County policy and Ordinance 60 of 2002, and not by this labor agreement.

### **2.2 Unit Composition Questions**

Any question or dispute as to which employees are represented by the Union, or covered by this Agreement, shall be treated as an appeal, and disposed of according to the appeal procedure provided within this Agreement or referred to the Public Employment Relations Commission.

## **ARTICLE 3 - NON-DISCRIMINATION**

The parties agree that this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, gender, gender identity, genetic information, sexual orientation, religion, mental or physical handicap or disability as defined and recognized under federal and Washington law (to the extent reasonable accommodation is possible in view of the duties and responsibilities of the position), national origin, union affiliation, or political affiliation. Reasonable accommodation shall be accomplished to the extent possible to enable a disabled employee who is able to safely and properly perform modified duties of the employee’s position. The County may condition light duty for a disabled employee on demonstrated ability to recover and become able to perform the

essential functions of the job within a time period established by the County in reliance on medical opinion/prognosis of the County's physician. This Article shall be subject to the appeal procedure, but not to appeal arbitration beyond Step 2.

## **ARTICLE 4 - UNION SECURITY**

### **4.1 Union Participation**

The employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss Union membership with the exclusive bargaining representative.

### **4.2 New Employee Orientation**

The Employer agrees to notify the exclusive bargaining representative in writing of any new employee hired. This notification will include the employee's name, department, job title, and orientation date. The Employer shall grant the bargaining representative no less than 30 minutes, at no loss of pay, to meet with the employee for purposes of a basic overview of the employee's rights and responsibilities regarding Union membership, dues authorizations, and insurance. The Union and/or the employee will coordinate this meeting with the employee's supervisor. The employee's supervisor shall work to accommodate this meeting as soon as possible.

### **4.3 Dues Check Off**

A. An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to the exclusive bargaining representative. If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to the exclusive bargaining representative.

B. Upon receiving notice of the employee's authorization from the exclusive bargaining representative, the employer shall deduct from the employee's salary membership dues and remit the amounts to the exclusive bargaining representative. Deduction of membership dues shall begin the same month in which the authorization is received. The County shall deduct from the last paycheck of the month of such employee the amount of dues and fees uniformly levied and transmit them to the bargaining representative.

C. The employee's authorization to deduct membership dues remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to the exclusive bargaining representative in accordance with the terms and conditions of the authorization.

D. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction no later than the second payroll after receipt of the confirmation.

E. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions. The Employer remains neutral as it relates to this.

F. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, hire date in current bargaining unit, job classification, department, hours worked, and monthly wage.

#### **4.4 Indemnification**

The Union shall indemnify, defend, and hold the County harmless from all suits, actions, proceedings and claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof arising from the sole application of this Article of this Agreement. In the event that any part of Article 4 shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement. The parties will cooperate in making appropriate adjustments called for in the event of an error is discovered.

### **ARTICLE 5 - UNION REPRESENTATION ACTIVITY**

#### **5.1 Conducting Union Business**

No Union member, officer, representative, or agent shall conduct any Union business during working hours, except as provided herein.

#### **5.2 Adjusting Appeals**

Upon prior notification to an appropriate Department Head or Elected Official by the Union, the County shall afford a recognized Union representative an opportunity to adjust appeals and attend interviews covered under this Agreement in *Article 8*. The presentation of appeals by a Union officer will be conducted without loss of pay if scheduled during working hours.

#### **5.3 Union Expenses**

Except as provided above or otherwise authorized by a supervisor, Union activities shall not result in cost to the County, as through the use of County vehicles, photocopiers, telephones, or on duty time.

#### **5.4 Attendance at Negotiations**

If negotiations sessions are held during regularly scheduled work hours of designated members of the bargaining team, not more than three (3) Union members may attend negotiation meetings without loss of pay while on duty. Attendance shall be subject to call to duty.

### **5.5 Notice of Union Officers**

The Union shall inform the County in writing of the identity of Union officers, periodically and as necessary to keep the County informed of their identity. The County shall recognize only the Union officers so identified.

### **5.6 Copies of Labor Agreement**

Upon request, the Union shall provide each employee in the bargaining unit with a copy of this Agreement and the county shall publish this Agreement on the Official Clallam County Website.

### **5.7 Employment List**

Every January, the County shall furnish the Union a list of each employee covered by this contract, stating the following: date of hire, adjusted date of hire, and current salary.

### **5.8 Notice of Parties**

Whenever this Agreement requires notice to the Union, the County shall email notice to the AFSCME Union staff representative and shall place a copy in the Local Union's intra-department mailbox. Notice to the County means written notice to the Director of Human Resources.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

Subject to the terms of this Agreement, it is understood and agreed that the County possesses the sole right to operate its organization, whether heretofore or hereafter exercised and regardless of the frequency or infrequency of its exercise.

The parties recognize the County's right to properly determine that employees are employed in FLSA exempt positions and shall be paid on a "salary basis." The parties recognize that professional and management employees routinely must exercise independent judgment in matters of significance within such constraints, policies and direction as the County may determine.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

1. To determine the services to be rendered to the citizens of the County.
2. To direct and supervise all operations, functions, and policies of the County, and to determine the requirements of facilities and operations in which the employees in the bargaining unit are employed, and such other operations, functions, and policies in the remainder of the County as may affect employees in the bargaining unit.
3. To manage and direct the work force, including, but not limited to, the right to determine the place to report for work; to evaluate performance; to determine

methods, processes and manner of performing work; the right to hire, promote, train and retain employees and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention in the present pay range, or should their work habits or productivity not justify retention in the present pay range; the right to lay off; the right to abolish positions or reorganize the departments; the right to determine schedules of work and regular hours of work when the office is open and employees are expected to be present; the right to purchase, dispose of and assign equipment or supplies; and the right to discipline an employee for sufficient cause in accordance with the Administrative Personnel Policies as determined by the County in the judgment and discretion of the Board of Commissioners, elected officials and department heads.

4. To determine the need for a reduction or an increase in the workforce and to implement any decision with regard thereto.
5. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, and appearance.
6. To implement new, and revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
7. To contract or subcontract work as may be determined by the County without further bargaining, where the work to be transferred from or to the bargaining unit is performed by a County employee or official whether or not a bargaining unit member. Provided, however, that the County will bargain on demand concerning the impacts of a subcontracting decision which results in the loss of a job by an existing bargaining unit member.
8. To assign regular hours of work and work locations, and to flex such regular hours to meet public service needs.
9. To designate and assign work duties and modify them periodically.
10. To introduce new duties within the unit.
11. To determine the need for and the qualifications of new employees and promotions.
12. To maintain and revise periodically the Clallam County Administrative Personnel Policies without bargaining over any change except as provided for expressly in Article 15.

The County and the Union agree that the above statement of management rights is for illustrative purposes and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the Employer. Furthermore, the above statement of management rights is not intended to usurp or supersede any article of this contract.

Except as restricted by Articles 10.1, all matters not specifically treated by the language of this Agreement may be administered for its duration by the County in accordance with such policy and procedures as the County may determine and revise periodically. This Article does not preclude the Union from seeking review of the exercise of these rights in a particular case in discussion with the Director of Human Resources.

## **ARTICLE 7 – HOURS AND ACCOUNTABILITY PROCEDURES**

### **7.1 Program and Service Accountability**

FLSA salaried exempt employees are responsible to perform their work functions without regard to a set number of hours in a workday or workweek. Work schedules are based on the responsibilities of each salaried employee and the demands of the position which may fluctuate based on staffing, project demands, supervisory demands and workflow, and County/program priorities. herefore, a salaried employees work schedule is necessarily flexible taking into account, for example, meetings, field work, peaks and lows in work volume and responsibility, and other duty requirements dictating work or permitting absences outside established office or courthouse hours including evenings, weekends, and holidays as well as partial days off as opportunities permit.

### **7.2 Flex Time for Salaried Exempt**

Employees in the bargaining unit are FLSA salaried and exempt. Employees may flex time off with department head approval. Flex time procedures are in addition to the discretion of salaried employees with regard to work responsibilities and hours of work flexibility consistent with salary basis employment and recordkeeping requirements.

### **7.3 Job Performance and Misconduct**

As professional and management employees, the expectations and standards for job performance, loyalty, and dedication to the County, and for discipline are qualitatively and quantitatively different than those for subordinate, rank and file county workers. Members of the bargaining unit serve in leadership positions of considerable responsibility and act with indirect supervision and authority on behalf of the County. By virtue of these factors, traditional concepts of discipline and good cause are less applicable than fairness and forewarning of expectations and consequences. In instances where performance issues arise, the County will express expectations and consequences which the County may tailor to insure effective public service when employees fail to meet expectations, in an appropriate fashion to provide direction and forewarning about performance issues. Where misconduct is involved, discipline will be imposed in accordance with the relative rights, duties and procedures described in the Administrative Personnel Policies.

### **7.4 Pre-disciplinary Meetings**

In any pre-disciplinary meeting between the employee and the employer about matters which may result in discipline of suspension, demotion and/or termination, the employee shall have the

right to the presence of a Union representative; provided, however, that any Union representative selected must be capable of responding and attending within a reasonable period of time.

## **ARTICLE 8 - APPEALS**

### **8.1 Policy**

It is the policy of the County to encourage open and frank communications between its employees, supervisors, and managers regarding employment concerns, and to seek resolution of such concerns on a direct, person-to-person basis, without the need for involving other employees or outsiders. By approaching employment problems and concerns in a positive way rather than as adversaries, such matters should normally be readily resolved between the employee and the employee's supervisor. However, in the event an employee believes the County has violated a term of this Agreement and, after reviewing the matter with the employee's supervisor, is unable to informally resolve that issue, the following formalized procedure shall be available to the employee to allow an appeal to be progressively considered as fairly and rapidly as possible.

### **8.2 Appeal Procedure**

An appeal is a dispute regarding the application, meaning or interpretation of a particular clause of the Agreement or regarding an alleged violation of this Agreement.

At each step of the procedure set forth below, the appeal shall set forth, in writing, the nature of the appeal and the circumstances out of which it arose, the date of the occurrence of the alleged violation, the section or sections of the Agreement relied upon and/or claimed to have been violated and the remedy or correction sought.

Step 1: After having reviewed the matter verbally with the employee's Department Head, if the employee believes a formal appeal is necessary, then the employee shall file a written statement of the appeal with the employee's Department Head within twenty-one (21) calendar days from the occurrence or from when the employee reasonably should have had knowledge thereof. The Department Head shall respond to the appeal no later than five (5) workdays after the appeal is received.

Step 2: If the appeal remains unresolved the appeal shall within seven (7) workdays be submitted in writing to the Board of County Commissioners for consideration as an appeal of disciplinary action. Proceedings before the Board shall be conducted in accordance with the Administrative Personnel Policies. If the appeal concerns a non-disciplinary matter, it shall be directed to the Director of Human Resources for a decision.

Step 3: Arbitration. If the appeal remains unresolved ten (10) working days after the Board of County Commissioners issues its decision of a disciplinary appeal or of the Director of Human Resources in non-disciplinary appeals, the Union may submit the matter to an arbitrator within ten (10) calendar days thereafter in the following manner:

- A. A list of thirteen (13) Washington and Oregon arbitrators referred by the Public Employment Relations Commission shall be requested, and the parties shall alternately strike from the list until only one is left. The moving party shall strike the first name. The selection process shall be completed within five (5) calendar days from receipt of the list if possible.
- B. The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the final hearing. The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no right to amend, modify, nullify, ignore, or add to the provisions of the Agreement or the Clallam County Administrative Personnel Policies. The arbitrator shall be limited to consideration of whether the decision by the Board of County Commissioners or the Director of Human Resources was arbitrary and capricious, or incorrect under the terms of the Collective Bargaining Agreement or the County's Administrative Personnel Policies. An "arbitrary" or "capricious" action means willful and unreasoning action, without consideration of facts or circumstances. Where there is room for two opinions, action is not arbitrary or capricious when exercised honestly and upon due consideration, even though it may be believed that an erroneous conclusion has been reached. An "incorrect decision" is one not supported by evidence in the record.
- C. The cost of the arbitrator shall be borne by the losing party. Each party shall be responsible for costs of presenting its own case to arbitration. Days as used in this Article shall mean Monday through Friday, normal business days. Any or all time limits specified in the appeal procedure may be waived by mutual consent of the parties. An appeal may be terminated at any time upon receipt of a signed statement from the Union that the matter has been resolved. An appeal will be considered to have been presented or forwarded within the time limits so long as the mailing of such action was within the time limits specified.

### **8.3 Time Limits**

If the County does not respond to an appeal within the specified time limit for the step, the appeal shall be deemed denied and may be appealed to the next step consistent with the applicable time limit. If an appeal is not presented or appealed to the next step within the specified time limit, it shall be considered waived. The time limit at any step may be extended by mutual agreement of the County and the employee or the Union.

### **8.4 Alternate Mediation**

By mutual agreement in writing and within seven (7) workdays of receipt of the response at Step 2, the parties may attempt to resolve the appeal through the use of a mutually acceptable mediator. Such mutual agreement shall suspend the timelines until such time as mediation can be completed. At any time during this process, either party may, by written notification, terminate the mediation process. If mediation is terminated, the appealing party has seven (7) workdays to

submit the appeal to the Board of County Commissioners according to Step 3 of the appeal procedure.

#### **8.5 Construction and Binding Effect**

“Department Head” shall be construed to include elected officials who, under the Clallam County Charter, are subject to the County’s Administrative Personnel Policies and the related County Ordinance.

### **ARTICLE 9 - STRIKES AND LOCKOUTS PROHIBITED**

#### **9.1 Prohibited Conduct**

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by any labor organization when called upon to cross such picket line in the line of duty, or initiate, cause, permit, participate, or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location. The County may deem prohibited conduct described in this paragraph as a voluntary quit and separate the employee from employment by personnel action and without due process, subject only to an appeal under Clallam County’s Administrative Personnel Policies. Such disciplinary action may be undertaken at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County. Exercise of any such rights by an off-duty employee shall be in the employee’s individual capacity.

#### **9.2 Lockout**

The employer agrees not to lockout any individual during the term of this Agreement for any reason except for purposes of discipline, which shall then be subject to *Article 8, Appeals*.

### **ARTICLE 10 - BENEFITS**

#### **10.1 Benefits**

Employees shall be afforded the non-salary benefit package as established and revised periodically by Clallam County as the standard benefit package for all of its non-represented employees, related to holidays, vacation, sick leave, medical leave, retirement, medical and health insurance, and other insurance and wellness plans. However, if a benefit described in this Article 10.1 is reduced below the level in effect on the date this Agreement is ratified, the County will bargain concerning the change as required by law.

#### **10.2 Earned Leaves**

Vacation, sick leave and other leaves of absence provided for by law and County policy shall be granted in accordance therewith. Employees may cash out vacation as allowed under County policy with the 457 plan as an option consistent with IRS rules. Employees may carry over up to sixty (60) days of vacation from year to year; however, in no event may an employee receive

more than fifty (50) vacations days in pay in the event the County is obligated to pay in cash for any portion of the earned leave balance.

#### **10.2.1 Sick Leave Cashout**

In lieu of County sick leave cashout policies, the following shall apply to bargaining unit employees:

1. In the event an employee leaves employment with fifteen (15) or more years of service, the County will contribute to the employee's VEBA account, an amount computed based on the employee's current base wage equal to fifteen percent (15%) of the value of the employee's sick leave balance.
2. In the event an employee leaves County employment with twenty (20) or more years of service, the County will contribute to the employee's VEBA account, an amount computed based on the employee's current base wage equal to twenty percent (20%) of the value of the employee's sick leave balance.
3. In the event an employee retires with twenty-five (25) or more years of service, the County will contribute to the employee's VEBA account, an amount computed based on the employee's current base wage equal to twenty-five percent (25%) of the value of the employee's sick leave balance.

#### **10.3 Health and Welfare Coverage**

During the life of this Agreement, the County will provide Health Care Insurance for employees and their dependents who meet hours of eligibility as specified in Article 2 and in the Teamster Trust. Hours worked in one month qualify an employee for insurance in the following month under the Teamster plan. Lump sum payments made upon termination of employment are not payments which result in eligibility in the next month.

- Effective January 1, 2024, the County will pay up to one thousand two hundred eighty-five dollars (\$1285.00) toward the cost of insurance and the employee shall pay the difference by payroll deduction.
- Effective January 01, 2025, the County shall pay up to one thousand three hundred thirty-five dollars (\$1,335.00) monthly toward the medical, dental, vision, life, AD&D, time loss, dependent life, and/or disability waiver premium costs for benefits elected by the bargaining unit. Premium costs above this amount shall be paid by the employee by way of payroll deduction. This reflects a \$50 increase of the county's current medical contribution.

- Effective January 1, 2026, the County shall increase its monthly contribution by \$50 to one thousand three hundred eighty-five dollars (\$1,385.00).
- The County shall contribute \$25 monthly to an HRA VEBA.

The bargaining unit has elected:

Teamster Medical Plan Z

Teamster Dental Plan A

Teamster Vision Plan EXT

Both parties reserve the right to reopen this Article 10.3 concerning the cost of insurance benefits, plan design, and the employee and County share of the cost of insurance benefits. If reopened, the parties will schedule bargaining during the months of November and December or in a timely manner. Bargaining will occur between the County and AFSCME 1619-MP. The parties shall exchange proposals and data in advance and shall not be required to meet for more than one day of bargaining. The result of negotiations will be either an agreement reached by the parties in bargaining, or the agreement reflected in this article with respect to costs.

#### **10.4 Retirement**

The County shall provide the employees with whatever employee retirement benefits are required to be made by statute. The disposition of any future reductions in the employer's contribution to the PERS Retirement System will be subject to negotiations prior to the effective date of said reduction.

#### **10.5 Education Program**

Upon satisfactory completion of a job-related educational course when the employee who desires to take the course has prior written approval from the Department Head or Elected Official, the County shall reimburse for tuition fees for the program, subject to the availability of budgeted funds. The County may agree to compensate reasonable expenses incurred, including but not necessarily limited to textbooks required for such courses.

The County shall pay for a professional certification or license that is required by law, regulation, or a new job requirement, which license, or certification is identified in the employee's current job classification.

#### **10.6 Holidays**

Employees shall receive the fixed and floating holidays provided for in the County's Administrative Personnel Policies.

## **10.7 Length of Service Contribution**

To recognize continuous length of service with the County (defined as length of service with the County without a break in service of one hundred eighty (180) consecutive days or more), the County shall provide an additional monthly medical contribution on behalf of each eligible regular full-time employee (minimum thirty-seven and one-half (37.5) hours per week) based on length of service at the rate below. Any eligible employee receiving an evaluation having an overall rating less than satisfactory/meets standards/meets expectations shall have this benefit suspended until such time as an overall satisfactory/meets standards/meets expectations (or higher) evaluation is received.

- Anniversary date beginning the 10<sup>th</sup> year of service with Clallam County – Sixty-five dollars (\$65.00) per month
- Anniversary date beginning 15<sup>th</sup> year of service with Clallam County – One hundred dollars (\$100.00) per month
- Anniversary date beginning 20<sup>th</sup> year of service – One hundred thirty-five dollars (\$135.00) per month
- Anniversary date beginning 25<sup>th</sup> year of service with Clallam County – One hundred seventy dollars (\$170.00) per month
- Anniversary date beginning 30<sup>th</sup> year of service with Clallam County – Two hundred five dollars (\$205.00) per month

\*\* This benefit does not stack

## **10.8 COVID-19 Vaccine Benefit**

Each full-time employee (defined as thirty-seven and one-half (37.5) hours/week) who presents proof of completed COVID-19 vaccination treatment to the Human Resources Department (through presentation of a vaccine record from an accredited state agency or health care provider) shall receive sixteen (16) hours of floating holidays in the calendar year in which the employee completed vaccine treatment. This is a one-time benefit and shall have no cash-out value nor shall there be carryover of unused hours into the next calendar year.

# **ARTICLE 11 - COMPENSATION**

## **11.1 Wages**

As of July 1, 2024, employees shall be paid at the appropriate range and step of the Salary Plan attached as Appendix B, which represents the wage established for FLSA salaried and exempt County employees not represented through collective bargaining. The Appendix B schedule has been computed to reflect a three percent (3%) Cost of Living Adjustment (COLA) to the January 01, 2024, wage scale. The new July 1, 2024, wage scale shall be adjusted progressively as follows to reflect yearly COLA's:

- January 1, 2025, one- and one-half percent (1.5%) Cost of Living Adjustment
- July 1, 2025, one- and one-half percent (1.5%) Cost of Living Adjustment
- January 1, 2026, one- and one-half percent (1.5%) Cost of Living Adjustment
- July 1, 2026, one- and one-half percent (1.5%) Cost of Living Adjustment

The base salary provided for in this Article shall not be reduced during the term of this Agreement, provided however that if grant funding is reduced, the salary of bargaining unit employees whose position(s) are funded by the grant may be reduced as a partial layoff as necessary to maintain the grant funded program within revenues provided by the grantor. The hours of an employee so affected shall be reduced accordingly. (footnote remains in contract)

As a result of a 2018 salary study on Parks, Fair & Facilities that was not fully implemented the following shall occur:

The following 1619-MP members/positions shall be moved from a Range 56 to a Range 57 at the same step currently held:

Fair Manager – Shari Ioffrida  
 Park Manager – Arick Girard  
 Park Manager – John Graham

The following 1619-MP members/positions shall be moved from a Range 64 to a Range 65 at the same step currently held:

Administrative Operations Manager – Cynthia Hanson  
 Administrative Operations Manager – Mary Peterson  
 Court Operations Supervisor – Morgann Halencak  
 ER&R Manager – Brian Wahlsten  
 Facilities Maintenance Supervisor – Stoney Hutto  
 Juvenile Corrections Manager – Jeffrey Gowdy  
 Juvenile Services Court Services Manager – Kimberly Burns  
 Maintenance Supervisor – Bradley Archibald  
 Maintenance Supervisor – Justin McGinley  
 Maintenance Supervisor – Ricky Nichols  
 Senior Accountant – Lisa Liljedahl-Partridge

## **11.2 Step Placement**

The County shall implement the following step administration plan for those positions and salaries enumerated in the schedule attached. Department heads and elected officials may hold employees accountable for meeting written performance expectations set forth in job descriptions, evaluation and goal setting process and planning meetings or documents, and other clearly communicated written statements of expectation.

1. Step increases shall be based solely upon performance and shall not be granted unless supported by satisfactory employee evaluations. Evaluations of employees shall be conducted at least annually and shall be used as a factor in justifying annual step increases.
2. An employee shall be eligible for a step increase to be effective on the first day of the month following the twelve (12) month anniversary except when the anniversary falls on the first day of the month in which case the step increase shall be effective on that day.

### **11.3 Section 401(a) Plan Match**

The County shall match into a 401(a) plan elected by the employee an amount up to two percent (2%) of base salary provided the employee contributes a like amount into an IRC 457 or participates in the 401(a) match and save plan.

### **11.4 Out of Class Assignments**

The County will follow the County's Administrative Personnel Policies with respect to terms and conditions of employment not addressed in this Agreement.

### **11.5 Payroll Recordkeeping**

Employees will make entries and report activity using the County intra-net Employee Time Sheet (Activity Log) or other department specific system of records in accordance with County established policies. (Refer to County Administrative Manual section 220.50.1). [As an illustration, REGULAR means hours actually worked; VACATION, SICK, HOLIDAY, FLOATING HOLIDAY, and FLEX means hours not worked and taken as the noted form of paid time off; whenever a number of hours fewer than eight (8) is reflected as REGULAR, there shall be no reduction in pay nor reduction in the employee's earned leave balance for any day on which any regular hours are worked or for those days where hours are flexed off with department head approval as described in Article 7.2 of this Agreement.]

## **ARTICLE 12 - LAYOFF/RECALL AND SEVERANCE**

Written notice of a pending layoff shall be given to any regular full-time or part-time bargaining unit employee at least thirty (30) calendar days in advance of the effective date. Probationary employees may be laid off without prior notice. In the event the County lays off a bargaining unit employee in accordance with the Administrative Personnel Policies such employee laid off shall be provided notice as required by this Article, and shall be afforded the option to elect either (1) recall rights to the former position for twenty-four (24) months, or in the alternative, (2) a severance payment as a reimbursement of healthcare premiums paid by the laid off employee under COBRA or otherwise in an amount equal to the full cost of the medical plan only for six (6) months (that is, no payment shall be made for dental, vision, or any other insurance premium by the County) which shall be paid as a documented reimbursement (and therefore not subject to income taxes and withholdings) or paid up-front as part of the final pay check in lump sum which shall be subject to appropriate withholdings, and in addition to any compensation

associated with the thirty (30) day layoff notice period and medical payments provided for in this Article, the laid off employee shall receive three (3) months base salary in a lump sum payment.

### **ARTICLE 13 - FUTURE NEGOTIATIONS**

Negotiations on proposed amendments to this Agreement may be initiated at any time concerning such subjects as are mutually agreed by the County and the Union.

### **ARTICLE 14 - COUNTY'S POLICIES AND PROCEDURES**

#### **14.1 Application of County Policies Regarding Employment Issues**

The parties shall apply the County's Administrative Personnel Policies to resolve any matter not covered by this Agreement. Any change in these policies and procedures will be provided to the bargaining representative, in writing, prior to implementation.

#### **14.2 Reclassifications**

The parties recognize that Washington law requires bargaining concerning wages where material and substantial changes are made which increase the duties and responsibilities of a position and alter the character of the job and agree to cooperate and coordinate the bargaining and reclassification process as appropriate.

#### **14.3 Bargaining Over Changes in County Administrative Personnel Policies**

In the event the County proposes a change in the Administrative Personnel Policies which changes a mandatory subject of bargaining, the County shall notify the bargaining unit and provide notice of the proposed change. If the Union demands to bargain over a change which constitutes a mandatory subject of bargaining within fifteen (15) days of notice from the County, the parties shall bargain, which duty to bargain shall not extend beyond impasse.

### **ARTICLE 15 - SEVERABILITY AND SUPERIORITY**

In the event that any portion of this Agreement is ruled invalid, the remainder of the Agreement or its application to any other party, person, or circumstances shall not be affected. If any portion is ruled invalid, the Union and the County shall meet and expeditiously proceed to negotiate a replacement provision.

### **ARTICLE 16 - ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions, and terms affecting unit employees in their employment relationship with the County shall be governed by Article 6 (Management Rights). The County and the Union for the life of

this Agreement each unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter that may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement, except as otherwise specified in this Agreement.

Date Signed  
by Union: \_\_\_\_\_

Date signed  
by County: \_\_\_\_\_

THE WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES,  
LOCAL 1619-MP

CLALLAM COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Mary Peterson, Local President

\_\_\_\_\_  
Mike French, Chair

\_\_\_\_\_  
Tim Binschus, AFSCME Representative

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Mark Ozias

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Matt Lynch, Employment Counsel

\_\_\_\_\_  
Loni Gores  
Clerk of the Board

## APPENDIX A - BARGAINING UNIT POSITIONS

### FLSA EXEMPT UPDATE

| CLASSIFICATION                                         | RANGE |
|--------------------------------------------------------|-------|
| Accountant                                             | 60    |
| Administrative Operations Manager                      | 65    |
| Appraiser V – Chief Appraiser/Statistician             | 68    |
| Building Official                                      | 68    |
| Court Operations Supervisor                            | 65    |
| Database Analyst                                       | 70    |
| Deputy Coroner Medicolegal Death Investigative Manager | 66    |
| Elections Manager                                      | 62    |
| Engineer II (PE)                                       | 71    |
| Environmental Health Manager                           | 72    |
| Equipment Rental & Revolving Division Manager          | 65    |
| Facilities Maintenance Supervisor                      | 65    |
| Fair Manager                                           | 57    |
| Food Service/Laundry Supervisor                        | 60    |
| GIS Manager                                            | 66    |
| Habitat Biologist Manager                              | 66    |
| Jail Nurse Manager                                     | 84    |
| Juvenile Services Court Services Manager               | 65    |
| Juvenile Corrections Manager                           | 65    |
| Maintenance Supervisor                                 | 65    |
| Mental Health Case Manager                             | 63    |
| Mental Health Court Manager                            | 66    |
| Network Services Manager                               | 70    |
| Noxious Weed Coordinator                               | 60    |
| Public Health Nurse Manager                            | 72    |
| Park Manager                                           | 57    |
| Principal Planner                                      | 68    |
| Public Works Project Coordinator                       | 68    |
| Senior Accountant                                      | 65    |
| Transportation Program Manager                         | 68    |
| Utilities Program Manager                              | 68    |

## **APPENDIX B – WAGE SCALE**

PLACEHOLDER FOR NEW WAGE SCALE 2024-2026

CLALLAM COUNTY  
INCREMENTAL COST OF M&P AND DPA FINAL CBAs (BROKEN DOWN BY FUND)  
2024-2026

Item 2+3  
Document was submitted after the  
agenda and packet were posted on  
7/1/24

|                                   |                                        | JULY-<br>DECEMBER<br>2024 | 2025**  | 2026    | TOTAL COST<br>OVER TERM<br>OF CBA |
|-----------------------------------|----------------------------------------|---------------------------|---------|---------|-----------------------------------|
| 1619MP                            |                                        |                           |         |         |                                   |
|                                   | # of<br>Employees<br>Covered by<br>CBA |                           |         |         |                                   |
| General Fund                      | 26                                     | 49,985                    | 195,661 | 145,417 | 391,063                           |
| HHS Ops                           | 1                                      | 1,739                     | 8,144   | 6,580   | 16,463                            |
| Noxious Weed Control              | 1                                      | 1,308                     | 6,184   | 5,006   | 12,498                            |
| Roads                             | 11                                     | 23,453                    | 91,083  | 62,996  | 177,532                           |
| TOTAL--INCREMENTAL PAYROLL COSTS* | 39                                     | 76,485                    | 301,072 | 220,000 | 597,557                           |

|                                   |                                        |        |         |        |         |
|-----------------------------------|----------------------------------------|--------|---------|--------|---------|
| DPAs                              |                                        |        |         |        |         |
|                                   | # of<br>Employees<br>Covered by<br>CBA |        |         |        |         |
| General Fund                      | 11                                     | 38,774 | 100,352 | 65,811 | 204,937 |
| TOTAL--INCREMENTAL PAYROLL COSTS* | 11                                     | 38,774 | 100,352 | 65,811 | 204,937 |

\*Includes total additional costs related to the ratified CBAs beyond what is in prior CBA, including costs relating to Market Adjustments (per the CBA by employee, employee group, or years of service), COLAs (3% on July 1, 2024, 1.5% & 1.5% on Jan 1/July 1 2025, and 1.5% & 1.5% on Jan 1/July 1 2026, Step Increases (for those employees not at the top step of their range), Employer Medical Contributions (\$50/mth increases beginning Jan 1, 2025 & and Jan 1, 2026), Monthly Longevity Pay (for employees at the beginning of their 10th year (\$65), 15th year (\$100), 20th year (\$135), 25th year (\$170), and 30th year (\$205)), and Boot Allowance (for MP maintenance workers).

\*\*The higher increase in 2025 reflects the 2nd half of full year impact of the July 2024 COLAs/Market Adjustments PLUS 2025 COLAs/Market Adjs occurring in Jan 1/July1.



3

## AGENDA ITEM SUMMARY

JUL 0-1 2024

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

2d

**Department: Human Resources**

**WORK SESSION**    ☒ **Meeting Date: 7/1/2024**

**REGULAR AGENDA**    ☒ **Meeting Date: 7/2/2024**

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

**Item summary:**

- |                                           |                                                                                   |                                      |
|-------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # 461.24.02 |                                      |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                                             | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                                          | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

In accordance with Collective Bargaining protocols and the upcoming expiration of the Deputy Prosecuting Attorney collective bargaining agreement on 6/30/2024, staff has successfully completed negotiations with the Deputy Prosecutors Association bargaining unit. A new bargaining agreement has been ratified commencing July 1, 2024, and expiring on December 31, 2026.

**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?** ☐

To be discussed and presented at worksession.

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

Approve the ratified proposed collective bargaining agreement as negotiated and presented.

**County Official signature & print name:** Tom Reyes Tom Reyes

**Name of Employee/Stakeholder attending meeting:** Tom Reyes, Mark Lane

**Relevant Departments:** Human Resources, Finance, Prosecutors Office

**Date submitted:** 6/26/24

\* 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)

DPA Contract 2024-2026  
Revised: 3-04-2019

461.2402

**AGREEMENT BETWEEN  
CLALLAM COUNTY, WASHINGTON  
AND  
THE CLALLAM COUNTY PROSECUTING ATTORNEY  
AND  
THE CLALLAM COUNTY PROSECUTORS' ASSOCIATION**

**FOR THE PERIOD  
July 01, 2024, through December 31, 2026**

## Table of Contents

|                                                           |   |
|-----------------------------------------------------------|---|
| PREAMBLE .....                                            | 1 |
| ARTICLE 1: RECOGNITION .....                              | 1 |
| ARTICLE 2: ASSOCIATION SECURITY .....                     | 1 |
| 2.1    Membership.....                                    | 1 |
| 2.2    New Employees. ....                                | 1 |
| ARTICLE 3: MANAGEMENT RIGHTS.....                         | 2 |
| ARTICLE 4: BENEFITS....                                   | 3 |
| 4.1    Health Insurance.....                              | 3 |
| 4.2    Deferred Compensation.....                         | 4 |
| 4.3    Other Insurance.....                               | 4 |
| 4.4    Health Reimbursement Account.....                  | 4 |
| 4.5    Other Benefits.....                                | 5 |
| ARTICLE 5: WAGES AND HOURS.....                           | 5 |
| 5.1    Hours of Work. ....                                | 5 |
| 5.2    Salary, Merit, and Cost of Living Adjustments..... | 5 |
| 5.3    Market Adjustment Lift.....                        | 6 |
| 5.4    Length of Service Medical Contribution .....       | 7 |
| ARTICLE 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT.....  | 7 |
| ARTICLE 7: ENTIRE AGREEMENT.....                          | 8 |
| ARTICLE 8: SAVINGS CLAUSE .....                           | 9 |
| ARTICLE 9: TERM OF AGREEMENT .....                        | 9 |

## **PREAMBLE**

The parties to this agreement are the Prosecuting Attorney for Clallam County, Clallam County (a political subdivision of the State of Washington, hereinafter "County" or "Employer") and The Clallam County Prosecutors' Association (hereinafter "Association").

This Agreement sets forth certain matters related to the working conditions and compensation of deputy prosecuting attorneys. The terms of this Agreement are subject to the authority vested in, and limitations upon, the Board of Commissioners and Prosecuting Attorney by the Constitution and laws of the State of Washington and the County Charter.

With the understanding set forth in this Preamble, which is contractual, and in furtherance of the goals of positive employer/employee relations, IT IS AGREED:

## **ARTICLE 1: RECOGNITION**

The County and the Prosecuting Attorney recognize the Association as the sole and exclusive representative of employees in the classifications of Deputy Prosecutor I, Deputy Prosecutor II, Deputy Prosecutor III, and Senior Deputy Prosecutor for the purpose of establishing wages and benefits under Washington's applicable public sector collective bargaining laws. All covered classifications are hereinafter referred to as "Deputy Prosecuting Attorney" and "employee".

## **ARTICLE 2: ASSOCIATION SECURITY**

### **2.1 Membership.**

Membership or non-membership in the Association shall be the guaranteed individual choice of employees within the bargaining unit subject to this Agreement; provided, however, that any such employee, who as of the date of execution of this Agreement has chosen, or hereafter and during the term of this Agreement chooses to belong to the Association, shall, commencing with the date of execution of this Agreement, be eligible to maintain membership, and any such employee shall be entitled to withdraw from membership in this Association by giving written notice to the Association and the Clallam Director of Human Resources and Risk Management. The rights of non-association of employees are hereby guaranteed.

Regardless of an employee's individual choice, with respect to membership or affiliation, the Association shall be the exclusive representative of the employee for all matters concerning employment.

### **2.2 New Employees.**

The County agrees to furnish each new employee in the bargaining unit with a

copy of the collective bargaining agreement at the commencement of employment as part of the orientation process at no cost to the employee or the Association.

### **ARTICLE 3: MANAGEMENT RIGHTS**

The Association recognizes that the Prosecuting Attorney is an elected, constitutional officer of the State of Washington; and recognizes the prerogatives of the Prosecuting Attorney to operate and manage the affairs of the Office of the Prosecuting Attorney in all respects in accordance with the laws of the State of Washington, applicable law and County policies, and the responsibilities and accountabilities of the Office, except as otherwise specifically limited by the expressed terms of this agreement.

The Prosecuting Attorney retains all the customary, usual and exclusive rights, decision-making authority, prerogatives and functions connected with or in any way incidental to the Prosecuting Attorney's responsibility and right to manage the affairs of the Prosecuting Attorney's Office consistent with the terms of this Agreement. The County and the Prosecuting Attorney shall have no obligation to bargain with the Association with respect to the exercise of management rights and the exercise of discretion and decision-making with regard thereto.

The parties recognize the County and the Prosecuting Attorney's right to properly determine that Deputy Prosecuting Attorneys are licensed professionals employed in FLSA exempt positions and shall be paid on a "salary basis." The parties recognize that Deputy Prosecuting Attorneys routinely must exercise independent judgment in matters of significance within such constraints, policies and direction as the Prosecuting Attorney may determine, and consistent with the ethical obligations of lawyers. Deputy Prosecuting Attorneys serve in an attorney-client relationship with Clallam County and/or the State of Washington, serve as "at-will" employees at the pleasure of the Prosecuting Attorney, act for and in the place of the elected Prosecuting Attorney, and are deemed essential personnel in the application of Clallam County operational and administrative policies.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Prosecuting Attorney and/or the County, as the case may be, shall include the following:

- A. To determine the services to be rendered to the citizens of the County and in Court.
- B. To determine and to follow the County's and the State of Washington's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the Prosecuting Attorney's Office, and to determine the requirements of facilities and operations in which the employees in the bargaining unit are employed, and such other operations, functions and policies in the remainder of the County as may affect employees in the bargaining unit.

- D. To manage and direct the work force, including, but not limited to, the right to determine the place and time to report for work; to determine methods, processes and manner of performing work; the right to introduce new duties within the unit; the right to hire, promote and retain employees and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention in the present pay range, or should their work habits or productivity not justify retention in the present pay range; the right to lay off; the right to abolish positions or reorganize the departments; the right to determine schedules of work and regular hours of work when the office is open and employees are expected to be present; the right to purchase, dispose of and assign equipment or supplies; and the right to demote or terminate the employment of an employee for good and sufficient cause as determined by the Prosecuting Attorney in the Prosecuting Attorney's judgment and discretion.
- E. To determine the need for a reduction or an increase in the workforce and to implement any decision with regard thereto.
- F. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment and appearance.
- G. To implement new, revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- H. To contract or subcontract work as may be determined appropriate by the Prosecuting Attorney without further bargaining, where the work to be transferred from the bargaining unit is performed by a Special Prosecutor, a visiting Prosecuting Attorney, or an Assistant Attorney General.
- I. To determine the need for and the qualifications of new employees and promotions.

The subjects covered by the terms of this Agreement and any subject which was or might have been raised in bargaining are closed to further bargaining for the term hereof.

#### **ARTICLE 4: BENEFITS**

##### **4.1 Health Insurance.**

During the life of this Agreement, employees shall be eligible for benefits under this Article 4 during the month following any month in which the sum of the employee's hours worked, paid time off and authorized time off is eighty (80) hours or more, and coverage commences the first month following the first payroll deduction of the employee paid amount of premium and for which eligibility is established by this Agreement and the Washington Teamsters Welfare Trust (WTWT) subscription agreement. The insurance benefits selected by the Association are:

- A. Teamsters Health Plan B
- B. Dental Plan B
- C. Teamsters Vision Plan EXT

Effective July 01, 2024, the amount of the County paid insurance premium cap shall be reset to \$1,310.

Effective January 01, 2025, the amount of the County paid insurance premium cap described in this Article shall increase fifty dollars (\$50.00) to a total County contribution of one thousand two hundred and sixty dollars (\$1,360.00) per month.

Effective January 01, 2026, the amount of the County paid insurance premium cap described in this Article shall increase an additional fifty dollars (\$50.00), to a total County contribution of one thousand three hundred and ten dollars (\$1,410.00) per month. The bargaining unit can select plans and benefits from among those made available by the trust subject to applicable insurance plan and benefits trust restrictions, if any, and the employee premium amount will be adjusted accordingly.

#### 4.2 Deferred Compensation.

The County shall continue to make the 401(a) deferred compensation contribution (currently 2% paid by the County with no match required from the employee; plus, any payroll deduction made per the employee's one time election), which is in addition to rights to defer compensation into the section 457(b) plan available to County employees, as provided for by the plan documents.

#### 4.3 Other Insurance.

The County makes available to employees Long Term Disability, Life Insurance & ADD (\$50,000 benefit) with individually rated premiums for LTD, and an election must be made to enroll by the bargaining unit as a whole. As of the date of this Agreement, the bargaining unit has elected not to enroll in these insurance protections. In the event the bargaining unit elects to enroll in the Group Sun Life (or successor benefit provider) life, AD&D and LTD benefit plans it must do so in compliance with the trust rules and terms of benefit plan documents. In such event the enrollment shall occur without further bargaining during the term of this Agreement, the County cap will be increased ten dollars (\$10) as the County's uniform contribution for life insurance coverage, and each employee's premium share will be adjusted to include the full cost of LTD coverage and the balance of premium due for other Sun Life (or successor benefit provider) insurance benefits.

#### 4.4 Health Reimbursement Account.

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### **ARTICLE 5: WAGES AND HOURS**

#### 5.1 Hours of Work.

Employees shall be compensated as salaried, professional employees who determine their hours of work outside of the regular hours when the Prosecuting Attorney's Office is open to the public and do so based on professional requirements and responsibilities dictated by caseload and their professional responsibilities with regard thereto.

#### 5.2 Salary, Merit, and Cost of Living Adjustments.

Effective January 1, 2019, the Deputy Prosecuting Attorneys' salaries shall no longer be connected to a percentage of the Prosecuting Attorney's salary. Starting July 1, 2024, salaries shall now be set in accordance with the following pay scale, which includes a three percent (3%) Cost of Living Adjustment. Two (2) promotional positions titled Senior DPA are included in the salary scale (Note – these two new Senior DPA promotional positions do not allow for back filling of positions promoted from and are subject to the language in the Senior DPA job description). The pay scale as of July 1, 2024, is as follows:

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- Effective July 1, 2025, an increase to the salary scale of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).

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| Senior Deputy Prosecutor | Steps 7, 8 and 9   |

The Prosecuting Attorney may fix and adjust any Deputy Prosecuting Attorney's salary within the steps authorized for the classification based on merit. A Deputy Prosecuting Attorney shall not be advanced in pay by more than one-step designated in this Article for the Deputy's classification within any twelve (12) month period unless written concurrence of the Director of Human Resources and the Board of Commissioners is obtained. This Agreement shall not restrict the ability of the Prosecuting Attorney to promote and demote Deputy Prosecutor's among the classifications of Deputy Prosecutor I, Deputy Prosecutor II, Deputy Prosecutor III, Senior Deputy Prosecutor and Chief Criminal/Civil Deputy Prosecutor.

The parties recognize the amount of monthly salary paid in consideration of work performed by Deputy Prosecuting Attorneys constitutes a mandatory subject of bargaining that cannot be reduced without bargaining. The parties intend that the Prosecuting Attorney will administer this Article in a manner that is within the Clallam County Budget, or the budget as amended by the Board in accordance with applicable law, and this Article shall not be construed otherwise.

### 5.3 Market Adjustment Lift

Effective July 01, 2024, the County shall provide an additional monthly salary market adjustment lift on behalf of each eligible regular full-time (minimum 37.5 hours per week) employee (excluding Senior Deputy Prosecutor) based on length of service at the rates below.

- Completion of 10 years (effective on anniversary date beginning 11<sup>th</sup> year of service) - \$450/month
- Completion of 15 years (effective on anniversary date beginning 16<sup>th</sup> year of service) - \$850/month
- Completion of 20+ years (effective on anniversary date beginning 21<sup>st</sup> year of service) – \$1,000/month

Effective July 01, 2024, the County shall provide an additional monthly salary

market adjustment lift on behalf of each eligible regular full-time (minimum 37.5 hours per week) Senior Deputy Prosecutor employee based on length of service at the rate below.

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Effective January 1, 2026, an increase to the market adjustment lifts of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).

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- Completion of 9 years (anniversary date beginning 10<sup>th</sup> year of service) - \$65/month
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- Completion of 19 years (anniversary date beginning 20<sup>th</sup> year of service) – \$135/month
- Completion of 25 years (anniversary date beginning 25<sup>th</sup> year of service) – \$170/month
- Completion of 30+ years (anniversary date beginning 30<sup>th</sup> year of service) – \$205/month

### **ARTICLE 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The parties desire to provide a measure of economic security consistent with the “at will” status of bargaining unit members whose continued employment is subject to the discretion and preferences of the elected Prosecuting Attorney whose decisions may be based on factors unrelated in any way to the merit and job performance of a

particular attorney. Except as otherwise provided in this Agreement and excluding any County policy inconsistent with the Preamble, Article 1, and Article 3 of this Agreement, conditions of employment as specified in the County's personnel policies shall apply to employees of the bargaining unit. Nothing in this Agreement is intended to reduce the rights of employees established by the constitution and laws of the United States and the State of Washington, and the Charter and Ordinances of Clallam County except as explicitly stated herein.

In the event a Deputy Prosecuting Attorney's County employment terminates as defined in this Article, the County shall offer the employee a severance agreement including a broad release of liability in a form acceptable to the County, which shall include at a minimum the following consideration:

- A. The cash value of three (3) months' salary based on the employee's salary rate in effect on the last day of employment.
- B. The employee shall be eligible to seek reimbursement of health insurance premium expenses incurred by the employee for post-County employment health insurance coverage whether under COBRA or otherwise, for up to three (3) months of coverage at a cost which shall not exceed three times the amount which the County contributes to medical, dental and vision coverage premiums at the date of job separation. Upon receipt of evidence that the premium costs were incurred and paid, the County will reimburse the employee on a non-taxable and non-reportable basis as authorized under the laws in effect in 2022. "Terminates" as this term is used in this Article to define severance entitlement will be found and results solely from the Prosecuting Attorney's exercise of "at will" discretion to end the attorney's employment under circumstances not supported by documentation of reasonable cause, which documentation demonstrates deficiencies in job performance, conduct and/or attendance.

## **ARTICLE 7: ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County and the Prosecuting Attorney shall be governed by Article 3 (Management Rights). The County and the Association for the life of this Agreement each unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either

party or both parties at the time that they negotiated and signed this Agreement, except as otherwise specified in this Agreement.

#### **ARTICLE 8: SAVINGS CLAUSE**

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

#### **ARTICLE 9: TERM OF AGREEMENT**

This Agreement shall be effective on the 1<sup>st</sup> day of July 2024 following ratification by the parties unless otherwise provided herein and shall remain in full force and effect until the 31<sup>st</sup> day of December 2026.

Either party may reopen the Agreement by providing the other with written notice of a desire to open the Agreement no later than sixty (60) days prior to January 1, 2027, for the specific purpose of negotiating a change to Teamsters Medical Plan B, referenced in Article 4.1.A, provided such change is allowed under the Teamsters Welfare Trust rules. All other components of Article 4.1: Health Insurance shall remain unchanged.

During the term of this Agreement the parties may reopen economic terms established by this Agreement if adjustments are appropriate in order to maintain competitiveness necessary to attract and retain qualified career prosecutors.

Executed by the parties on the dates set forth below, to be effective on and after July 1, 2024.

CLALLAM COUNTY PROSECUTING  
ATTORNEYS' ASSOCIATION

By: \_\_\_\_\_  
Association Representative  
Dated: \_\_\_\_\_

CLALLAM COUNTY PROSECUTING  
ATTORNEY

By: \_\_\_\_\_  
Mark Nichols, Prosecuting Attorney  
Dated: \_\_\_\_\_

CLALLAM COUNTY BOARD OF  
COMMISSIONERS

By: \_\_\_\_\_  
Mike French, Chair

By: \_\_\_\_\_  
Randy Johnson

By: \_\_\_\_\_  
Mark Ozias

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Matthew W. Lynch, Special Counsel  
for Labor & Employment

ATTEST:

By: \_\_\_\_\_  
Loni Gores  
Clerk of the Board

Updated  
Document

Document was submitted after the  
agenda and packet were posted on

6/28/24  
Item 3+2d

461.24.02

**AGREEMENT BETWEEN**  
**CLALLAM COUNTY, WASHINGTON**  
**AND**  
**THE CLALLAM COUNTY PROSECUTING ATTORNEY**  
**AND**  
**THE CLALLAM COUNTY PROSECUTORS' ASSOCIATION**

**FOR THE PERIOD**  
**July 01, 2024, through December 31, 2026**

## Table of Contents

|                                                           |   |
|-----------------------------------------------------------|---|
| PREAMBLE .....                                            | 1 |
| ARTICLE 1: RECOGNITION .....                              | 1 |
| ARTICLE 2: ASSOCIATION SECURITY.....                      | 1 |
| 2.1    Membership.....                                    | 1 |
| 2.2    New Employees. ....                                | 1 |
| ARTICLE 3: MANAGEMENT RIGHTS.....                         | 2 |
| ARTICLE 4: BENEFITS....                                   | 3 |
| 4.1    Health Insurance.....                              | 3 |
| 4.2    Deferred Compensation. ....                        | 4 |
| 4.3    Other Insurance.....                               | 4 |
| 4.4    Health Reimbursement Account.....                  | 4 |
| 4.5    Other Benefits.....                                | 5 |
| ARTICLE 5: WAGES AND HOURS.....                           | 5 |
| 5.1    Hours of Work. ....                                | 5 |
| 5.2    Salary, Merit, and Cost of Living Adjustments..... | 5 |
| 5.3    Market Adjustment Lift.....                        | 6 |
| 5.4    Length of Service Medical Contribution .....       | 7 |
| ARTICLE 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT.....  | 7 |
| ARTICLE 7: ENTIRE AGREEMENT .....                         | 8 |
| ARTICLE 8: SAVINGS CLAUSE .....                           | 9 |
| ARTICLE 9: TERM OF AGREEMENT .....                        | 9 |

## **PREAMBLE**

The parties to this agreement are the Prosecuting Attorney for Clallam County, Clallam County (a political subdivision of the State of Washington, hereinafter “County” or “Employer”) and The Clallam County Prosecutors’ Association (hereinafter “Association”).

This Agreement sets forth certain matters related to the working conditions and compensation of deputy prosecuting attorneys. The terms of this Agreement are subject to the authority vested in, and limitations upon, the Board of Commissioners and Prosecuting Attorney by the Constitution and laws of the State of Washington and the County Charter.

With the understanding set forth in this Preamble, which is contractual, and in furtherance of the goals of positive employer/employee relations, IT IS AGREED:

## **ARTICLE 1: RECOGNITION**

The County and the Prosecuting Attorney recognize the Association as the sole and exclusive representative of employees in the classifications of Deputy Prosecutor I, Deputy Prosecutor II, Deputy Prosecutor III, and Senior Deputy Prosecutor for the purpose of establishing wages and benefits under Washington’s applicable public sector collective bargaining laws. All covered classifications are hereinafter referred to as “Deputy Prosecuting Attorney” and “employee”.

## **ARTICLE 2: ASSOCIATION SECURITY**

### **2.1 Membership.**

Membership or non-membership in the Association shall be the guaranteed individual choice of employees within the bargaining unit subject to this Agreement; provided, however, that any such employee, who as of the date of execution of this Agreement has chosen, or hereafter and during the term of this Agreement chooses to belong to the Association, shall, commencing with the date of execution of this Agreement, be eligible to maintain membership, and any such employee shall be entitled to withdraw from membership in this Association by giving written notice to the Association and the Clallam Director of Human Resources and Risk Management. The rights of non-association of employees are hereby guaranteed.

Regardless of an employee’s individual choice, with respect to membership or affiliation, the Association shall be the exclusive representative of the employee for all matters concerning employment.

### **2.2 New Employees.**

The County agrees to furnish each new employee in the bargaining unit with a

copy of the collective bargaining agreement at the commencement of employment as part of the orientation process at no cost to the employee or the Association.

### **ARTICLE 3: MANAGEMENT RIGHTS**

The Association recognizes that the Prosecuting Attorney is an elected, constitutional officer of the State of Washington; and recognizes the prerogatives of the Prosecuting Attorney to operate and manage the affairs of the Office of the Prosecuting Attorney in all respects in accordance with the laws of the State of Washington, applicable law and County policies, and the responsibilities and accountabilities of the Office, except as otherwise specifically limited by the expressed terms of this agreement.

The Prosecuting Attorney retains all the customary, usual and exclusive rights, decision-making authority, prerogatives and functions connected with or in any way incidental to the Prosecuting Attorney's responsibility and right to manage the affairs of the Prosecuting Attorney's Office consistent with the terms of this Agreement. The County and the Prosecuting Attorney shall have no obligation to bargain with the Association with respect to the exercise of management rights and the exercise of discretion and decision-making with regard thereto.

The parties recognize the County and the Prosecuting Attorney's right to properly determine that Deputy Prosecuting Attorneys are licensed professionals employed in FLSA exempt positions and shall be paid on a "salary basis." The parties recognize that Deputy Prosecuting Attorneys routinely must exercise independent judgment in matters of significance within such constraints, policies and direction as the Prosecuting Attorney may determine, and consistent with the ethical obligations of lawyers. Deputy Prosecuting Attorneys serve in an attorney-client relationship with Clallam County and/or the State of Washington, serve as "at-will" employees at the pleasure of the Prosecuting Attorney, act for and in the place of the elected Prosecuting Attorney, and are deemed essential personnel in the application of Clallam County operational and administrative policies.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Prosecuting Attorney and/or the County, as the case may be, shall include the following:

- A. To determine the services to be rendered to the citizens of the County and in Court.
- B. To determine and to follow the County's and the State of Washington's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the Prosecuting Attorney's Office, and to determine the requirements of facilities and operations in which the employees in the bargaining unit are employed, and such other operations, functions and policies in the remainder of the County as may affect employees in the bargaining unit.

- D. To manage and direct the work force, including, but not limited to, the right to determine the place and time to report for work; to determine methods, processes and manner of performing work; the right to introduce new duties within the unit; the right to hire, promote and retain employees and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention in the present pay range, or should their work habits or productivity not justify retention in the present pay range; the right to lay off; the right to abolish positions or reorganize the departments; the right to determine schedules of work and regular hours of work when the office is open and employees are expected to be present; the right to purchase, dispose of and assign equipment or supplies; and the right to demote or terminate the employment of an employee for good and sufficient cause as determined by the Prosecuting Attorney in the Prosecuting Attorney's judgment and discretion.
- E. To determine the need for a reduction or an increase in the workforce and to implement any decision with regard thereto.
- F. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment and appearance.
- G. To implement new, revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- H. To contract or subcontract work as may be determined appropriate by the Prosecuting Attorney without further bargaining, where the work to be transferred from the bargaining unit is performed by a Special Prosecutor, a visiting Prosecuting Attorney, or an Assistant Attorney General.
- I. To determine the need for and the qualifications of new employees and promotions.

The subjects covered by the terms of this Agreement and any subject which was or might have been raised in bargaining are closed to further bargaining for the term hereof.

#### **ARTICLE 4: BENEFITS**

##### **4.1 Health Insurance.**

During the life of this Agreement, employees shall be eligible for benefits under this Article 4 during the month following any month in which the sum of the employee's hours worked, paid time off and authorized time off is eighty (80) hours or more, and coverage commences the first month following the first payroll deduction of the employee paid amount of premium and for which eligibility is established by this Agreement and the Washington Teamsters Welfare Trust (WTWT) subscription agreement. The insurance benefits selected by the Association are:

- A. Teamsters Health Plan B
- B. Dental Plan B
- C. Teamsters Vision Plan EXT

Effective July 01, 2024, the amount of the County paid insurance premium cap shall be reset to \$1,310.

Effective January 01, 2025, the amount of the County paid insurance premium cap described in this Article shall increase fifty dollars (\$50.00) to a total County contribution of one thousand two hundred and sixty dollars (\$1,360.00) per month.

Effective January 01, 2026, the amount of the County paid insurance premium cap described in this Article shall increase an additional fifty dollars (\$50.00), to a total County contribution of one thousand three hundred and ten dollars (\$1,410.00) per month. The bargaining unit can select plans and benefits from among those made available by the trust subject to applicable insurance plan and benefits trust restrictions, if any, and the employee premium amount will be adjusted accordingly.

#### 4.2 Deferred Compensation.

The County shall continue to make the 401(a) deferred compensation contribution (currently 2% paid by the County with no match required from the employee; plus, any payroll deduction made per the employee's one time election), which is in addition to rights to defer compensation into the section 457(b) plan available to County employees, as provided for by the plan documents.

#### 4.3 Other Insurance.

The County makes available to employees Long Term Disability, Life Insurance & ADD (\$50,000 benefit) with individually rated premiums for LTD, and an election must be made to enroll by the bargaining unit as a whole. As of the date of this Agreement, the bargaining unit has elected not to enroll in these insurance protections. In the event the bargaining unit elects to enroll in the Group Sun Life (or successor benefit provider) life, AD&D and LTD benefit plans it must do so in compliance with the trust rules and terms of benefit plan documents. In such event the enrollment shall occur without further bargaining during the term of this Agreement, the County cap will be increased ten dollars (\$10) as the County's uniform contribution for life insurance coverage, and each employee's premium share will be adjusted to include the full cost of LTD coverage and the balance of premium due for other Sun Life (or successor benefit provider) insurance benefits.

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- Completion of 19+ years (effective on anniversary date beginning 20<sup>th</sup> year of service) – \$1,000/month

Effective July 01, 2024, the County shall provide an additional monthly salary

market adjustment lift on behalf of each eligible regular full-time (minimum 37.5 hours per week) Senior Deputy Prosecutor employee based on length of service at the rate below.

- Completion of 10+ years (effective on anniversary date beginning 11<sup>th</sup> year of service) - \$450/month

Effective January 1, 2025, an increase to the market adjustment lifts of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).

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- A. The cash value of three (3) months' salary based on the employee's salary rate in effect on the last day of employment.
- B. The employee shall be eligible to seek reimbursement of health insurance premium expenses incurred by the employee for post-County employment health insurance coverage whether under COBRA or otherwise, for up to three (3) months of coverage at a cost which shall not exceed three times the amount which the County contributes to medical, dental and vision coverage premiums at the date of job separation. Upon receipt of evidence that the premium costs were incurred and paid, the County will reimburse the employee on a non-taxable and non-reportable basis as authorized under the laws in effect in 2022. "Terminates" as this term is used in this Article to define severance entitlement will be found and results solely from the Prosecuting Attorney's exercise of "at will" discretion to end the attorney's employment under circumstances not supported by documentation of reasonable cause, which documentation demonstrates deficiencies in job performance, conduct and/or attendance.

#### **ARTICLE 7: ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County and the Prosecuting Attorney shall be governed by Article 3 (Management Rights). The County and the Association for the life of this Agreement each unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either

party or both parties at the time that they negotiated and signed this Agreement, except as otherwise specified in this Agreement.

#### **ARTICLE 8: SAVINGS CLAUSE**

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

#### **ARTICLE 9: TERM OF AGREEMENT**

This Agreement shall be effective on the 1<sup>st</sup> day of July 2024 following ratification by the parties unless otherwise provided herein and shall remain in full force and effect until the 31<sup>st</sup> day of December 2026.

Either party may reopen the Agreement by providing the other with written notice of a desire to open the Agreement no later than sixty (60) days prior to January 1, 2027, for the specific purpose of negotiating a change to Teamsters Medical Plan B, referenced in Article 4.1.A, provided such change is allowed under the Teamsters Welfare Trust rules. All other components of Article 4.1: Health Insurance shall remain unchanged.

During the term of this Agreement the parties may reopen economic terms established by this Agreement if adjustments are appropriate in order to maintain competitiveness necessary to attract and retain qualified career prosecutors.

Executed by the parties on the dates set forth below, to be effective on and after July 1, 2024.

CLALLAM COUNTY PROSECUTING  
ATTORNEYS' ASSOCIATION

By: \_\_\_\_\_  
Association Representative  
Dated: \_\_\_\_\_

CLALLAM COUNTY PROSECUTING  
ATTORNEY

By: \_\_\_\_\_  
Mark Nichols, Prosecuting Attorney  
Dated: \_\_\_\_\_

CLALLAM COUNTY BOARD OF  
COMMISSIONERS

By: \_\_\_\_\_  
Mike French, Chair

By: \_\_\_\_\_  
Randy Johnson

By: \_\_\_\_\_  
Mark Ozias

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Matthew W. Lynch, Special Counsel  
for Labor & Employment

ATTEST:

By: \_\_\_\_\_  
Loni Gores  
Clerk of the Board

CLALLAM COUNTY  
INCREMENTAL COST OF M&P AND DPA FINAL CBAs (BROKEN DOWN BY FUND)  
2024-2026

Item 2+3  
Document was submitted after the  
agenda and packet were posted on  
7/1/24

|                                   |                                        | JULY-<br>DECEMBER<br>2024 | 2025**  | 2026    | TOTAL COST<br>OVER TERM<br>OF CBA |
|-----------------------------------|----------------------------------------|---------------------------|---------|---------|-----------------------------------|
| 1619MP                            |                                        |                           |         |         |                                   |
|                                   | # of<br>Employees<br>Covered by<br>CBA |                           |         |         |                                   |
| General Fund                      | 26                                     | 49,985                    | 195,661 | 145,417 | 391,063                           |
| HHS Ops                           | 1                                      | 1,739                     | 8,144   | 6,580   | 16,463                            |
| Noxious Weed Control              | 1                                      | 1,308                     | 6,184   | 5,006   | 12,498                            |
| Roads                             | 11                                     | 23,453                    | 91,083  | 62,996  | 177,532                           |
| TOTAL--INCREMENTAL PAYROLL COSTS* | 39                                     | 76,485                    | 301,072 | 220,000 | 597,557                           |

|                                   |                                        |        |         |        |         |
|-----------------------------------|----------------------------------------|--------|---------|--------|---------|
| DPAs                              |                                        |        |         |        |         |
|                                   | # of<br>Employees<br>Covered by<br>CBA |        |         |        |         |
| General Fund                      | 11                                     | 38,774 | 100,352 | 65,811 | 204,937 |
| TOTAL--INCREMENTAL PAYROLL COSTS* | 11                                     | 38,774 | 100,352 | 65,811 | 204,937 |

\*Includes total additional costs related to the ratified CBAs beyond what is in prior CBA, including costs relating to Market Adjustments (per the CBA by employee, employee group, or years of service), COLAs (3% on July 1, 2024, 1.5% & 1.5% on Jan 1/July 1 2025, and 1.5% & 1.5% on Jan 1/July 1 2026, Step Increases (for those employees not at the top step of their range), Employer Medical Contributions (\$50/mth increases beginning Jan 1, 2025 & and Jan 1, 2026), Monthly Longevity Pay (for employees at the beginning of their 10th year (\$65), 15th year (\$100), 20th year (\$135), 25th year (\$170), and 30th year (\$205)), and Boot Allowance (for MP maintenance workers).

\*\*The higher increase in 2025 reflects the 2nd half of full year impact of the July 2024 COLAs/Market Adjustments PLUS 2025 COLAs/Market Adjs occurring in Jan 1/July1.



4

# AGENDA ITEM SUMMARY

JUL 01 2024

(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:**

- |                                           |                                                                                 |                                                |
|-------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU Contract #851.24.001 |                                                |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                                           | <input type="checkbox"/> Budget Item           |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                                        | <input type="checkbox"/> 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~~ <sup>fulfill</sup> 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* 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

## 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 N°: (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 1<sup>st</sup> 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:

| <b><i>Name/Position</i></b>             | <b><i>Hourly Rate</i></b> |
|-----------------------------------------|---------------------------|
| 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 5<sup>th</sup> 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 5<sup>th</sup> 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

**INSURER(S) AFFORDING COVERAGE****NAIC #**

INSURER A : Hiscox Insurance Company Inc

10200

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

**INSURED**

Amanda Sanders  
636 E Lauridsen  
Port Angeles, WA 98362

**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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                         |                                          |          | P101.538.546.2 | 02/16/2024              | 02/16/2025              | EACH OCCURRENCE \$ 1,000,000                                         |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           |                                          |          |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                 |
|          |                                                                                                          |                                          |          |                |                         |                         | MED EXP (Any one person) \$ 5,000                                    |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                       |                                          |          |                |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                   |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                                          |          |                |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                       |
|          | OTHER:                                                                                                   |                                          |          |                |                         |                         | PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.                              |
|          | <b>AUTOMOBILE LIABILITY</b>                                                                              |                                          |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                               |
|          | <input type="checkbox"/> ANY AUTO                                                                        |                                          |          |                |                         |                         | BODILY INJURY (Per person) \$                                        |
|          | <input type="checkbox"/> ALL OWNED AUTOS                                                                 | <input type="checkbox"/> SCHEDULED AUTOS |          |                |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          | <input type="checkbox"/> HIRED AUTOS                                                                     | <input type="checkbox"/> NON-OWNED AUTOS |          |                |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          |                                                                                                          |                                          |          |                |                         |                         | \$                                                                   |
|          | <b>UMBRELLA LIAB</b>                                                                                     | <input type="checkbox"/> OCCUR           |          |                |                         |                         | EACH OCCURRENCE \$                                                   |
|          | <b>EXCESS LIAB</b>                                                                                       | <input type="checkbox"/> CLAIMS-MADE     |          |                |                         |                         | AGGREGATE \$                                                         |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                       |                                          |          |                |                         |                         | \$                                                                   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                     | <input type="checkbox"/> Y/N             |          |                |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                              | <input type="checkbox"/> N/A             |          |                |                         |                         | E.L. EACH ACCIDENT \$                                                |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                   |                                          |          |                |                         |                         | 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

**State Farm** WASHINGTON INSURANCE CARD  
**STATE FARM**

State Farm Mutual Automobile Insurance Company

|               |                                    |                            |
|---------------|------------------------------------|----------------------------|
| INSURED       | KAY, THOMAS J &<br>SANDERS, AMANDA | MUTL<br>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



5

## AGENDA ITEM SUMMARY

JUL 01 2024

(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:**

- |                                           |                                                                                 |                                                |
|-------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU Contract #851.24.002 |                                                |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                                           | <input type="checkbox"/> Budget Item           |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                                        | <input type="checkbox"/> 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

\* 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)



## 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:

Handwritten signature of Thomas W. Sherry in black ink.

Print name:

Thomas W. Sherry

Title:

Date:

5/31/24

20

CLALLAM COUNTY OFFICIAL

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:

| <i>Name/Position</i>                  | <i>Hourly Rate</i>                      |
|---------------------------------------|-----------------------------------------|
| Psychosexual Assessment or Evaluation | \$ 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 Benefits 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. 18<sup>th</sup> 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 insurance 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):.



HEALTHCARE PROVIDERS SERVICE  
ORGANIZATION PURCHASING GROUP



**Certificate of Insurance**  
**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                                                                                                                                |
| <b>Name Insured and Address:</b><br>THOMAS W SHERRY<br>3501 NW LOWELL ST STE 201<br>SILVERDALE, WA 98383-7851 |        |        |               | <b>Program Administered by:</b><br>Healthcare Providers Service Organization<br>1100 Virginia Drive, Suite 250<br>Fort Washington, PA 19034-3278<br>1-800-982-9491<br>www.hpsso.com |
| <b>Medical Specialty</b>                                                                                      |        |        | <b>Code</b>   | <b>Insurance Provided by:</b>                                                                                                                                                       |
| Mental Health Counselor                                                                                       |        |        | 80723         | American Casualty Company of Reading, Pennsylvania<br>151 N. Franklin Street<br>Chicago, IL 60606                                                                                   |
| Excludes Cosmetic Procedures                                                                                  |        |        |               |                                                                                                                                                                                     |

**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                                       | \$ 25,000 | per incident   | \$ 25,000  | aggregate |
| <i>Includes Workplace Violence Counseling</i> |           |                |            |           |
| 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**

**State Farm** WASHINGTON INSURANCE CARD  
 STATE FARM

---

State Farm Mutual Automobile Insurance Company

|               |                        |           |                   |
|---------------|------------------------|-----------|-------------------|
| INSURED       | SHERRY, THOMAS W       |           | MUTL              |
|               | & DOYLE, FELICIA M     |           | VOL               |
| POLICY NUMBER | 337 1371-C02-47E       | EFFECTIVE |                   |
| YR            | 2008                   | MAKE      | HONDA             |
| MODEL         | FTT                    | VIN       | JHMGD37608S026207 |
| AGENT         | JEFF REED INS AGCY INC |           | 2761-BE1          |
| PHONE         | (360)696-8029          | 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



6  
JUL 01 2024

## AGENDA ITEM SUMMARY

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

**Department:** BOCC

**WORK SESSION** ☒ **Meeting Date:** 7-1-24

**REGULAR AGENDA** ☐ **Meeting Date:**

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

**Item summary:**

- |                                           |                                                              |                                                    |
|-------------------------------------------|--------------------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                                    |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item               |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other - Update |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

Discussion with the EDC regarding the workforce reduction at the McKinley Mill, potential impacts to the community, possible response strategies, and coordination of Stakeholder activities.

**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?)  
Discussion.

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

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners, Colleen McAleer  
- Clallam Economic Development Council

**Date submitted:** 6-26-24

\* 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)



## **Coordinating Meeting to set a comprehensive, cohesive strategy to address McKinley Closure**

1. The Businesses Impacted
2. McKinley and others.
  - A. what's possible,
  - B. what about bargaining,
  - C. what help do they need,
  - D. Potentially a Governor office funded study similar to Cosmo mill closure
3. Good job creation strategies –
  - A. lean hard into projects that could bring good jobs across the two-county region
4. Taking care of the workers and their families –
  - A. job services – Work Source (automatic program with the WARN notice)
  - B. workforce training – Brian Kneidel – training available such as nursing
  - C. family support services
    1. PUD – Olycap services, Nicole Hartman
    2. Food Banks – Emily and Andra
    3. SNAP – Zeke
5. Set date and location



7

# AGENDA ITEM SUMMARY

JUL 01 2024

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

**Department: Prosecuting Attorney's Office**

**WORK SESSION** ☒ Meeting Date: July 1, 2024

**REGULAR AGENDA** ☐ Meeting Date:

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

**Item summary:**

- |                                           |                                                              |                                                             |
|-------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                                             |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item                        |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other <b>Discussion</b> |

Documents exempt from public disclosure attached: ☐

**Executive summary:** The Prosecuting Attorney's Office would like to provide the Clallam County Board of County Commissioners with an update regarding some of the current and anticipated impacts of indigent defense caseload standards across the state and explain the process through which comment may be made to the Washington State Supreme Court regarding the newly proposed indigent defense caseload standards.

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

**Recommended action:** (Does the Board need to act? If so, what is the department's recommendation?) None at this time.

**County Official signature & print name:** Mark Nichols Mark Nichols

**Name of Employee/Stakeholder attending meeting:** Mark Nichols

**Relevant Departments:** BoCC, Administrator, HR/Risk, Finance, Sheriff, Clallam Public Defender's Office (courtesy invitation extended)

**Date submitted:** June 26, 2024

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



## AGENDA ITEM SUMMARY

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

JUL 01 2024

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:

- |                                           |                                             |                                                             |
|-------------------------------------------|---------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement |                                                             |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation       | <input type="checkbox"/> Budget Item                        |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance    | <input checked="" type="checkbox"/> 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

\* 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)



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

## Board of Clallam County Commissioners

223 East 4<sup>th</sup> Street, Suite 4  
Port Angeles, WA 98362-3015  
360.417.2233 Fax: 360.417.2493  
Email: [commissioners@co.clallam.wa.us](mailto:commissioners@co.clallam.wa.us)

**TODD MIELKE, County Administrator**

July 9, 2024

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

### **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 #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 4<sup>th</sup> Street, Suite 4  
Port Angeles, WA 98362-3015  
360.417.2233 Fax: 360.417.2493

Email: [commissioners@clallamcountywa.gov](mailto:commissioners@clallamcountywa.gov)

**TODD MIELKE, County Administrator**

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

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-NoOISC-00010, proposed by the North Olympic Salmon Coalition for funding through the Floodplains by Design grant program 2024.

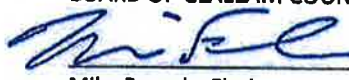
Hoko-Ozette Road is a Clallam County Road that runs along the portion of Hoko River proposed for this restoration project. Part of this project has design structures (logjams) to deflect the river away from the County Road at one of the pinch points. This deflection of river will help to re-engage the 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

  
Randy Johnson

  
Mark Ozias

reference

## HOKO RIVER UPPER COWAN RANCH RIVER RESTORATION DESIGN



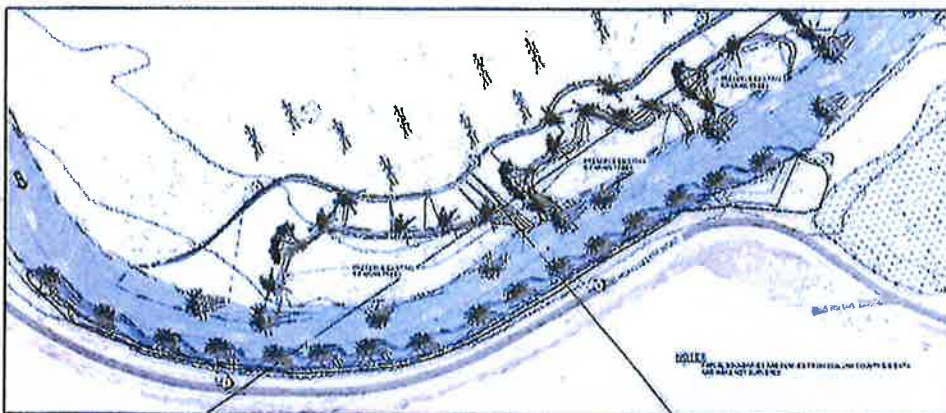
Primary limiting factor in the Hoko is the lack of large wood. This has contributed to 4-6 feet of channel incision with horrendous habitat impacts. NSD Photo.

### 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 simplification 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

**SIDECANNELS 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:





**MARK OZIAS, District 1, Chair**  
**RANDY JOHNSON, District 2**  
**Mike French, District 3**

## Board of Clallam County Commissioners

223 East 4<sup>th</sup> Street, Suite 4  
Port Angeles, WA 98362-3015  
360.417.2233 Fax: 360.417.2493  
Email: [commissioners@co.clallam.wa.us](mailto:commissioners@co.clallam.wa.us)

**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

Handwritten signature of Mark Ozias in blue ink.  
Mark Ozias, Chair

Handwritten signature of Randy Johnson in blue ink.  
Randy Johnson

Handwritten signature of Mike French in blue ink.  
Mike French



## AGENDA ITEM SUMMARY

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

JUL 01 2024

Department: DCD

WORK SESSION ☒ Meeting Date: July 1, 2024

REGULAR AGENDA ☒ Meeting Date: July 2, 2024

Required originals approved and attached? ☐

Will be provided on:

### Item summary:

- |                                           |                                                 |                                                                     |
|-------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU |                                                                     |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation           | <input type="checkbox"/> Budget Item                                |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance        | <input checked="" type="checkbox"/> Other – Change of Service Hours |

Documents exempt from public disclosure attached: ☐

**Executive summary:** The Permit Center for the Department of Community Development, Environmental Health Division, and Public Works Department, have all experienced a surge in permits this year. In addition, all three Departments have been implementing a new permit software program that has injected a substantial learning curve in permit processing and has resulted in delays and backlogs in data entry, permit processing and other related permit services. Staff are urgently requesting a modification of public service hours in order to afford staff an opportunity to work through the backlog of processing steps and resolve lingering technical issues with the new software program. The requested hours would run Monday through Friday, from 9:00 AM to 3:30 PM, for a two-month period.

**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?)

That the Commissioners review and approve the enclosed Resolution during their July 2, 2024, regular meeting.

**County Official signature & print name:** Bruce W. Emery, Bruce Emery

**Name of Employee/Stakeholder attending meeting:** Joe Donisi, Bruce Emery, Kevin LoPiccolo

**Relevant Departments:** DCD & Public Works

**Date submitted:** June 26, 2024

\* 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)

Revised: 3-04-2019



RESOLUTION \_\_\_\_\_, 2024

**AUTHORIZING A TEMPORARY CHANGE IN CUSTOMER SERVICE HOURS FOR THE  
DEPARTMENT OF COMMUNITY DEVELOPMENT/ENVIRONMENTAL HEALTH/PUBLIC  
WORKS DEPARTMENT SERVICE COUNTER**

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. "All county and precinct offices shall be kept open for the transaction of business during such days and hours as the board of county commissioners shall by resolution prescribe (RCW 36.16.100)."
2. County Policy 430, County Facilities Business Hours, requires prior approval by the Administrator or the Board of County Commissioners for any change in hours.
3. A surge in new permit applications was experienced in March of this year, creating a substantial delay in the timing of permit turn-around, and a backlog in data entry, plan review and other permit processing functions.
4. The implementation of new permit software in early June of this year has also contributed substantially to the processing and data entry backlog. The process of learning the new software and working through technical problems has further exacerbated the problem.
5. The Department of Community Development, Environmental Health Division of the Department of Health & Human Services, and the Public Works Department, are all experiencing similar challenges.
6. The aforementioned Departments have requested that the customer service hours be reduced to the hours of 9:00 AM to 3:30 PM daily, in order to provide additional time for staff to focus on addressing the backlog of clerical and review tasks, and to restore the prompt permitting services the citizens of Clallam County have come to expect.

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

1. A temporary change in customer service hours for the Department of Community Development/Environmental Health Division/Public Works Department Service Center is hereby in effect from July 3, 2024, through September 3, 2024.
2. Customer service hours for the Service Center are Monday through Friday from 9:00 AM to 3:30 PM.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias

ATTEST:

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Loni Gores, MMC, Clerk of the Board

\_\_\_\_\_  
Mike French, Chair



## AGENDA ITEM SUMMARY

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

JUL 01 2024  
10  
26

Department: Finance, BOCC

WORK SESSION ☒ Meeting Date: 7/1/2024

REGULAR AGENDA ☒ Meeting Date: 7/2/2024

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

### Item summary:

- |                                           |                                                                                             |                                      |
|-------------------------------------------|---------------------------------------------------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - <b>Contract # 831.23.002-1</b> |                                      |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                                                       | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                                                    | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached: ☐

### PERSONAL SERVICES AGREEMENT WITH CLALLAM PUBLIC DEFENDER FOR PROVISION OF INDIGENT PUBLIC DEFENSE SERVICES AMENDMENT 1

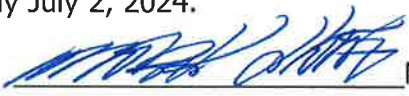
Attached for discussion and approval is the proposed Amendment 1 to the current Personal Services Agreement with Clallam Public Defender ("CPD") which ends on June 30, 2024. As negotiations on a new agreement have been delayed due to timing of collective bargaining unit negotiations, we are requesting a 2-month extension of the current contract language that will allow the time needed to complete negotiations. This amendment will extend the provision of indigent public defense services until August 31, 2024.

**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?** ☐

Included in the 2024 Budget.

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

We request the Commissioner's approval to proceed in submitting this agreement for approval during the next BOCC meeting scheduled on Tuesday July 2, 2024.

**County Official signature & print name:**  Mark Lane \_\_\_\_\_

**Name of Employee/Stakeholder attending meeting:** \_\_\_\_\_ Mark Lane, Todd Mielke \_\_\_\_\_

**Relevant Departments:** \_\_\_\_\_ Finance, BOCC, \_\_\_\_\_

\* Work Session Meeting - Submit 1 single sided/not stapled copy      Agenda Item Summary Public Defender Amendment 831.23.002-1  
\*\* Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)      Revised: 3-04-2019

**Date submitted:**

June 25, 2024

---

\* Work Session Meeting - Submit 1 single sided/not stapled copy      Agenda Item Summary Public Defender Amendment 831.23.002-1  
\*\* Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)      Revised: 3-04-2019



**PERSONAL SERVICES AGREEMENT  
CLALLAM PUBLIC DEFENDER CONTRACT  
AMENDMENT 1**

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

Name: Clallam Public Defender

Address: 516 East Front Street  
Port Angeles, WA 98362

Phone N°: 360.452.3307

(hereinafter called "Contractor").

The original Agreement was entered into by the County and Contractor on February 14, 2023 and is scheduled to end on June 30, 2024. This agreement will serve as an extension of this Agreement commencing on the first day of July 2024 and shall terminate on August 31, 2024. Payment under this extension shall be in the amount equal to the pro-ratio of the last quarterly payment made under the original term of the Agreement, or \$306,430.83, and will be made by July 14<sup>th</sup>, 2024.

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

Contractor:

A blue ink signature of Harry D. Gasnick, written over a horizontal line.

Print name: Harry D. Gasnick

Title: Director, Clallam Public Defender

Date: 6/25 2024

CLALLAM COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Mike French, Chair

ATTEST:

\_\_\_\_\_  
Loni Gores, Clerk of the Board



# AGENDA ITEM SUMMARY

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

JUL 01 2024

Department: BOCC/Finance

WORK SESSION ☒ Meeting Date: 07/01/2024

REGULAR AGENDA ☒ Meeting Date: 07/02/2024

Required Originals Approved and Attached? ☒  
Will Be Provided On:

## Item Summary:\*

- |                                                      |                                                   |                                      |
|------------------------------------------------------|---------------------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU** | Contract #                           |
| <input type="checkbox"/> Resolution                  | <input type="checkbox"/> Proclamation             | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance             | <input type="checkbox"/> Final Ordinance          | <input type="checkbox"/> Other       |
- Documents exempt from public disclosure attached: ☐

## Executive Summary:

The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, July 23, 2024 at 10:30 AM, or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4<sup>th</sup> Street, Port Angeles, Washington. The public hearing is to consider public testimony on the Mid-Year Review of the 2024 Clallam County Budget, per Clallam County Home Rule Charter, Section 9.50.

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

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

No budgetary impact.

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

Approval of the call for public hearing to be held Tuesday, July 23, 2024 at 10:30 AM regarding the Mid-Year 2024 Budget Review.

**County Official signature & print name:** Eleanor Hill 

**Name of Employee attending meeting:** Mark Lane, Rebecca Turner, Eleanor Hill

**Relevant Departments:** BOCC, Finance

**Date Submitted:** 6/24/2024

\* 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)

**PUBLIC HEARING  
NOTICE OF MID-YEAR 2024 BUDGET REVIEW**

**NOTICE:** The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, July 23, 2024 at 10:30 AM, or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4<sup>th</sup> Street, Port Angeles, Washington. The public hearing is to consider public testimony on the mid-year review of the 2024 Clallam County Budget, per Clallam County Home Rule Charter, Section 9.50.

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

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

**PROPONENT:** Clallam County Board of Commissioners  
223 East 4<sup>th</sup> Street, Suite 4  
Port Angeles, WA 98362-3015  
Telephone: 360.417.2233  
[loni.gores@clallamcountywa.gov](mailto:loni.gores@clallamcountywa.gov) and [mark.lane@clallamcountywa.gov](mailto:mark.lane@clallamcountywa.gov)

Publish: July 6, 2024 and July 13, 2024  
Bill: Board of Commissioners

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mike French, Chair



## AGENDA ITEM SUMMARY

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

JUL 01 2024

Department: Public works/roads

WORK SESSION ☒ Meeting Date: 1 July 2024

REGULAR AGENDA ☐ Meeting Date:

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

### Item summary:

- |                                           |                                                              |                                                                                          |
|-------------------------------------------|--------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                                                                          |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item                                                     |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other Dungeness Off-Channel Reservoir Project Update |

Documents exempt from public disclosure attached: ☐

**Executive summary:** At the work session, the Public Works Department will provide the Board an update on design and related additional seismic reconnaissance work for the Dungeness Off-Channel Reservoir (OCR) Project. The Department continues to lead the effort towards land acquisition, complete design of, and secure funding to construct the OCR. The project site is located south of Sequim on approximately 400-acres currently owned by WA. Department of Natural Resources (DNR) off River Road. The County has recently executed a Purchase and Sales Agreement with the DNR for the property transfer to the County with closing anticipated by this fall. The property following closing will continue to be open to public recreational use and there will be future planning related to public park and recreational use of the property.

The key objective of the proposed Dungeness OCR is to help restore river flows in late summer by storing water from the Dungeness River during winter and spring when flows are plentiful. This stored water will be used during the late summer in place of water withdrawn directly from the river by irrigation districts, when flows are at their lowest. Key project expected outcomes include more streamflow in late-summer for fish and habitat benefits and to provide for a stable, drought-resistant, and climate-resilient water supply for local agriculture.

The County consultant team has completed the supplemental seismic reconnaissance study for the project site. The final May 2024 report is titled: "*Fault Hazard Evaluation Report, Dungeness Off-Channel Reservoir*," and was prepared by Shannon & Wilson. The report supports a recommendation by the consultant team to locate the OCR within the southern portion of the property on the west side of River Road within an area that includes or borders the BPA transmission corridor. This area is mapped and referred to in the Report as the Option E area.

Based on the May 2024 seismic evaluation report, our lead consultant Anchor QEA developed four preliminary configurations for the Option E area. Options E1 through E4 consider a number of OCR

\* 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)

Option E Presentation Agenda Item  
Revised: 3-04-2019

reservoir configurations and sizes based on site constraints in the recommended area that include the Dungeness River bluffs to the west, River Road to the East, and the Bonneville Power easement and related transmission line that cross the Option E area.

The attached presentation and packet of information summarizes work completed on the design and evaluation of the Dungeness OCR since design options were presented previously to the Board on August 14, 2023. This information includes comparison of the Option E1-E4 OCR configurations that are supported by the May 2024 supplemental seismic study recommendations

The complete May 2024 Fault Hazard Evaluation Report prepared by Shannon & Wilson for the County is available for viewing on the project web page at:

[www.clallamcountywa.gov/1767/Dungeness-Off-Channel-Reservoir-Design](http://www.clallamcountywa.gov/1767/Dungeness-Off-Channel-Reservoir-Design)

**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?** ☐

Project work by the consultant team is budgeted, and grant funded.

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

This is a project update briefing, and no action is required.

**County Official signature & print name:** Steve Gray



**Name of Employee/Stakeholder attending meeting:** Steve Gray, Deputy Director; Rhiana Barkie, Project Coordinator; David Rice, Anchor QEA Project Manager

**Relevant Departments:** Public Works

**Date submitted:** 26 June 2024

\* 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)

## **Dungeness Off-Channel Reservoir Project Background – Summary of Work Presented**

This packet of information and the presentation given to the Clallam County Board of Commissioners on July 1, 2024, summarize work completed on the design and evaluation of the Dungeness Reservoir project by Clallam County's consulting team since prior design options were presented to the Board of Commissioners on August 14, 2023. Key items of work have included the following:

### **Public Comment and Response**

- **Meeting with Dungeness Homeowner's Association:** A presentation and summary were provided to members of the Dungeness Homeowner's Association and neighbors of the proposed reservoir site on November 1, 2023.
- **Frequently Asked Questions Document Updates:** Clallam County and Anchor QEA are updating the Frequently Asked Questions document that was originally prepared to address questions and comments provided based on our presentation of the preliminary design in 2022. An updated copy of that document will be completed and posted to the project website late in June or early in July 2024. The document will continue to be updated as additional questions are submitted by the public and members of the Work Group.
- **Additional Public Meetings:** Clallam County plans to host another public meeting during the summer of 2024 to present an update on the Dungeness Reservoir project. Additional public meetings will be scheduled, as needed, throughout the design process.

### **Coordination with the Dungeness Reservoir Work Group**

- **Meetings with Dungeness Reservoir Work Group:** The County and the consultant team are continuing to meet regularly (monthly, as needed) with the Dungeness Reservoir Work Group to discuss the work and address comments from members of the Work Group.
- **Meetings with the Clallam County Board of Commissioners:** Clallam County staff continue to brief the County Board of Commissioners regularly on project progress and key issues. A presentation has been scheduled time during the Board of Commissioners July 1, 2024, work session that will include the information presented at the June 20, 2024, Work Group Meeting.

### **Phase 1 Seismic Fault Investigation Study**

Anchor QEA and their geotechnical engineering subconsultant, Shannon & Wilson, completed a detailed review of seismic conditions at the site. An overview of this work was provided during the April 17, 2024, Dungeness Reservoir Work Group meeting. That overview has been included in the presentation to the Clallam County Board of Commissioners. The Phase 1 Seismic Fault Investigation Study is a detailed study of a fault zone that passes through the site and provides recommendations

for design of a reservoir that can accommodate potential deformation from seismic events at the site. The study included the following work:

- **Detailed LiDAR Evaluation:** High resolution LiDAR data was processed and evaluated to better understand topographic features, or lineaments identified during the reconnaissance-level evaluation that suggest the presence of subsurface fault activity at the site.
- **Desktop Review:** The review included a detailed analysis of all available information about the “Sequim Fault” and other seismic studies completed in the Sequim area.
- **Detailed Site Review:** The LiDAR data and geologic mapping were reviewed.
- **Connections to Known Fault Activity East and West of the Site:** The LiDAR data was used to try and determine whether there are connections between the features observed at the site and known fault zones located east and west of the site.
- **Research Geologic History at the Site:** Additional research and analysis was completed to evaluate paleochannels (historic flow channels) and the geochronology at the site.
- **Review Regional Geologic and Glacial History:** A detailed review was completed of the geologic and glacial history on the North Olympic Peninsula.
- **Phase 1 Seismic Fault Investigation Study Report:** A report was provided with recommendations for design of the reservoir.

The findings of the study support the hypothesis that there is an active fault zone that crosses the north half of the proposed reservoir site. Other key findings include the following:

- **Seismic Deformation Zones:** Based on the information reviewed and developed as part of the study, Shannon & Wilson identified and mapped zones at the site that are more likely to see surface deformation during a seismic event. These zones include the following:
  - **Primary Deformation Zone:** The primary fault scarp mapped at the site based on the detailed LiDAR review, plus area north and south of that scarp. This is the zone of the highest potential for surface deformation during a seismic event.
  - **Secondary Deformation Zone:** The secondary fault scarp mapped at the site based on the detailed LiDAR review, plus area north and south of that scarp. The scarp likely represents a secondary line of deformation associated with the primary fault. This is the zone with the next highest potential for surface deformation during a seismic event.
  - **Distributed Secondary Deformation Zone:** The area between the Primary and Secondary Displacement Zones and areas north of the Primary Deformation Zone. These areas also have potential for deformation due to location between other potential zones of deformation.
  - **Low Probability Deformation Zone:** Area where study found no evidence of past surface deformation.
- **Seismic Displacement Estimates:** Preliminary displacement estimates were provided for the Primary, Secondary, and Distributed Secondary Deformation Zones. Design of a reservoir within these zones would need to accommodate these displacement values.

Based on the key findings of the study, the following recommendations were offered:

- **Reservoir Location:** If possible, shift the reservoir footprint south and configure the reservoir such that the primary structural embankment and reservoir water surface are within the Low Probability Deformation Zone.
- **Seismic Evaluations:** Perform additional seismic hazard analyses to support the design.
- **Monitoring During Construction:** Excavation slopes should be observed during reservoir construction by a Licensed Geologist.

## Evaluation of Additional “Option E” Reservoir Configurations

The reservoir configurations that were evaluated during preliminary design and following completion of preliminary design during the spring and summer of 2023 (“Options A through D”) were not configured so that the primary structural embankment and reservoir water surface are within the Low Probability Deformation Zone. Four additional reservoir configurations have been evaluated, referred to as the “Option E” reservoir configurations. These configurations, summarized in this packet and in the presentation prepared for the Work Group, are intended to be responsive to the recommendations from the Phase 1 Seismic Fault Investigation Study and reflect earlier input from the public regarding the height of the reservoir embankment, volume of water stored above ground, and distance between the reservoir and private properties north of the reservoir.

## Limitations and Additional Work Required

The reservoir configurations presented in this packet should be considered preliminary. The design of the reservoir, including definition of the reservoir footprint, height of embankment, and volume of water stored is a work in progress. Additional work will need to be completed before selecting a preferred reservoir alternative. These include the following:

- **Coordination with Bonneville Power Administration (BPA):** BPA owns and operates power transmission facilities that cross the site through an easement from east to west. The proposed “Option E” reservoir configurations represent varying levels of impact on the BPA easement. The potential configurations need to be reviewed with BPA to better understand the constraints and limitations around work in that easement.
- **Review with Funding Agencies:** Funding has been secured for construction of various elements of the reservoir project. Additional coordination will be required to update the funding agencies to ensure that the project meets their requirements.
- **Public Meeting and Outreach:** As noted above, an additional public meeting will be held in the summer of 2024 to review this information and solicit additional feedback from the public. This feedback will be considered when selecting a preferred design.
- **Additional Analyses Required:** The embankment slopes, embankment height, volume, and other parameters will continue to be adjusted as additional geotechnical site investigations, seismic analyses, hydrologic and hydraulic analyses, and other analyses are completed.

**Table 1**  
**Comparison of Option E Reservoir Configurations**

| Design Parameter                                                                      | Reservoir Configuration                                        |                                                                |                                                                |                                                                |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|
|                                                                                       | 2024 Revised Configuration Option E1                           | 2024 Revised Configuration Option E2                           | 2024 Revised Configuration Option E3                           | 2024 Revised Configuration Option E4                           |
| Maximum Water Surface Elevation/Overflow Elevation (feet)                             | 435.0                                                          | 435.0                                                          | 435.0                                                          | 432.0                                                          |
| Top of Embankment Elevation (feet)                                                    | 440.0                                                          | 440.0                                                          | 440.0                                                          | 437.0                                                          |
| Average Reservoir Bottom Elevation (feet) <sup>1</sup>                                | 381.5                                                          | 381.5                                                          | 381.5                                                          | 386.0                                                          |
| Low-level Outlet Invert Elevation (feet)                                              | 381.5                                                          | 381.5                                                          | 381.5                                                          | 385.0                                                          |
| Approximate Existing Ground Elevation at North Embankment (feet) <sup>2</sup>         | 415.0 (North Reservoir)<br>429.0 (South Reservoir)             | 415.0                                                          | 415.0                                                          | 415.0                                                          |
| Approximate Existing Ground Elevation at South Embankment (feet) <sup>3</sup>         | 424.0 (North Reservoir)<br>445.0 (South Reservoir)             | 445.0                                                          | 450.0                                                          | 444.0                                                          |
| Approximate Embankment Height at North End of Reservoir (feet)                        | 25.0 (North Reservoir)<br>11.0 (South Reservoir)               | 25.0                                                           | 25.0                                                           | 22.0                                                           |
| Approximate Embankment Height at South End of Reservoir (feet)                        | 16.0 (North Reservoir)<br>No Embankment (South Reservoir)      | No Embankment                                                  | No Embankment                                                  | No Embankment                                                  |
| Maximum Depth of Water Above Ground at North End of Reservoir (feet)                  | 20.0 (North Reservoir)<br>6.0 (South Reservoir)                | 20.0                                                           | 20.0                                                           | 17.0                                                           |
| Maximum Depth of Water Above Ground at South End of Reservoir (feet)                  | 11.0 (North Reservoir)<br>-10.0 (South Reservoir)              | -10.0                                                          | -15.0                                                          | -12.0                                                          |
| Interior Embankment Slope (feet/feet) <sup>4</sup>                                    | 4H:1V                                                          | 4H:1V                                                          | 4H:1V                                                          | 4H:1V                                                          |
| Exterior Embankment Slope (feet/feet) <sup>4</sup>                                    | 3H:1V                                                          | 3H:1V                                                          | 3H:1V                                                          | 3H:1V                                                          |
| Estimated Storage Capacity (acre-feet)                                                | 959<br>522 (North Reservoir)<br>437 (South Reservoir)          | 1,236                                                          | 1,465                                                          | 1,610                                                          |
| Anticipated Flow Benefit                                                              | Up to 25 cfs for 19.3 days, or<br>Up to 15.1 cfs for 32.0 days | Up to 25 cfs for 24.9 days, or<br>Up to 19.5 cfs for 32.0 days | Up to 25 cfs for 29.5 days, or<br>Up to 23.1 cfs for 32.0 days | Up to 25 cfs for 32.5 days, or<br>Up to 25.4 cfs for 32.0 days |
| Percent of Storage Capacity Below Existing Ground Elevation                           | 67% (North Reservoir)<br>77% (South Reservoir)                 | 76%                                                            | 79%                                                            | 85%                                                            |
| Percent of Storage Capacity Above Existing Ground Elevation                           | 33% (North Reservoir)<br>23% (South Reservoir)                 | 24%                                                            | 21%                                                            | 15%                                                            |
| Distance from Top of Embankment to North Property Boundary (feet)                     | 2,390                                                          | 2,320                                                          | 2,320                                                          | 2,320                                                          |
| Maximum Water Surface Area, Full Reservoir (acres)                                    | 19.5 (North Reservoir)<br>13.3 (South Reservoir)               | 40.8                                                           | 46.2                                                           | 47.2                                                           |
| Surface Area, Bottom of Reservoir (acres)                                             | 2.1 (North Reservoir)<br>1.9 (South Reservoir)                 | 7.7                                                            | 10.5                                                           | 25.0                                                           |
| Estimated Area Required for Low Permeability Layer or Liner (acres)                   | 43.7                                                           | 40.8                                                           | 46.2                                                           | 17.2                                                           |
| Estimated Area of Till Exposed by Excavation (acres) <sup>6</sup>                     | 7.3                                                            | 11.5                                                           | 13.2                                                           | 23.3                                                           |
| Total Estimated Cut Required (CY)                                                     | 1,107,452                                                      | 1,513,551                                                      | 1,875,689                                                      | 2,215,977                                                      |
| Total Estimated Cut in Till Layer (CY) <sup>6</sup>                                   | 314,347                                                        | 286,918                                                        | 338,713                                                        | 577,012                                                        |
| Total Estimated Fill Required (CY)                                                    | 395,657                                                        | 420,620                                                        | 408,010                                                        | 257,931                                                        |
| Total Estimated Excess Material to be Placed On-site or Hauled Away (CY) <sup>7</sup> | 711,795                                                        | 1,092,931                                                      | 1,467,679                                                      | 1,958,046                                                      |

| Design Parameter                                                                       | Reservoir Configuration              |                                      |                                      |                                      |
|----------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
|                                                                                        | 2024 Revised Configuration Option E1 | 2024 Revised Configuration Option E2 | 2024 Revised Configuration Option E3 | 2024 Revised Configuration Option E4 |
| <b>Opinion of Probable Costs – Reservoir and Appurtenances<sup>8</sup></b>             |                                      |                                      |                                      |                                      |
| • Opinion of Probable Construction Costs (February 2022 Dollars) <sup>11</sup>         | \$30,955,000                         | \$34,162,000                         | \$38,306,000                         | \$37,973,000                         |
| • <b>Opinion of Probable Construction Costs (June 2024 Dollars)<sup>13</sup></b>       | <b>\$33,279,000</b>                  | <b>\$36,725,000</b>                  | <b>\$41,179,000</b>                  | <b>\$40,821,000</b>                  |
| • Additional Design Costs, Not Already Contracted (June 2024 Dollars) <sup>14</sup>    | \$400,000 to \$700,000               | \$400,000 to \$700,000               | \$400,000 to \$700,000               | \$400,000 to \$700,000               |
| • Construction Administration, Other Costs (June 2024 Dollars) <sup>17</sup>           | \$2,662,000 to \$3,328,000           | \$2,938,000 to \$3,673,000           | \$3,294,000 to \$4,118,000           | \$3,266,000 to \$4,082,000           |
| • <b>Total</b>                                                                         | <b>\$36,341,000 to \$37,307,000</b>  | <b>\$40,063,000 to \$41,098,000</b>  | <b>\$44,873,000 to \$45,997,000</b>  | <b>\$44,487,000 to \$45,603,000</b>  |
| <b>Opinion of Probable Costs – Intake, Settling Basin, Inlet Pipelines<sup>9</sup></b> |                                      |                                      |                                      |                                      |
| • Opinion of Probable Construction Costs (February 2022 Dollars) <sup>11</sup>         | \$3,574,000                          | \$3,574,000                          | \$3,574,000                          | \$3,574,000                          |
| • <b>Opinion of Probable Construction Costs (June 2024 Dollars)<sup>13</sup></b>       | <b>\$3,842,000</b>                   | <b>\$3,842,000</b>                   | <b>\$3,842,000</b>                   | <b>\$3,842,000</b>                   |
| • Additional Design Costs, Not Already Contracted (June 2024 Dollars) <sup>15</sup>    | 0                                    | 0                                    | 0                                    | 0                                    |
| • Construction Administration, Other Costs (June 2024 Dollars) <sup>17</sup>           | \$307,000 to \$384,000               | \$307,000 to \$384,000               | \$307,000 to \$384,000               | \$307,000 to \$384,000               |
| • <b>Total</b>                                                                         | <b>\$4,149,000 to \$4,226,000</b>    | <b>\$4,149,000 to \$4,226,000</b>    | <b>\$4,149,000 to \$4,226,000</b>    | <b>\$4,149,000 to \$4,226,000</b>    |
| <b>Opinion of Probable Costs – Downstream Irrigation Pipelines<sup>10</sup></b>        |                                      |                                      |                                      |                                      |
| • Opinion of Probable Construction Costs (June 2021 Dollars) <sup>12</sup>             | \$4,082,000                          | \$4,082,000                          | \$4,082,000                          | \$4,082,000                          |
| • <b>Opinion of Probable Construction Costs (June 2024 Dollars)<sup>13</sup></b>       | <b>\$4,827,000</b>                   | <b>\$4,827,000</b>                   | <b>\$4,827,000</b>                   | <b>\$4,827,000</b>                   |
| • Additional Design Costs, Not Already Contracted (June 2024 Dollars) <sup>16</sup>    | \$514,000                            | \$514,000                            | \$514,000                            | \$514,000                            |
| • Construction Administration, Other Costs (June 2024 Dollars) <sup>17</sup>           | \$386,000 to \$483,000               | \$386,000 to \$483,000               | \$386,000 to \$483,000               | \$386,000 to \$483,000               |
| • <b>Total</b>                                                                         | <b>\$5,727,000 to \$5,824,000</b>    | <b>\$5,727,000 to \$5,824,000</b>    | <b>\$5,727,000 to \$5,824,000</b>    | <b>\$5,727,000 to \$5,824,000</b>    |
| <b>Construction Funding Secured or Pending Award to Date<sup>18</sup></b>              |                                      |                                      |                                      |                                      |
| • Ecology Streamflow Restoration (for Reservoir and Appurtenances)                     | \$3,955,699                          | \$3,955,699                          | \$3,955,699                          | \$3,955,699                          |
| • FEMA Hazard Mitigation (for Reservoir and Appurtenances)                             | \$29,986,688                         | \$29,986,688                         | \$29,986,688                         | \$29,986,688                         |
| • U.S. Bureau of Reclamation WaterSMART (for Intake, Settling Basin, Inlet)            | \$2,417,700                          | \$2,417,700                          | \$2,417,700                          | \$2,417,700                          |
| • Natural Resources Conservation Service (for HID Main Canal Pipeline)                 | \$2,727,870                          | \$2,727,870                          | \$2,727,870                          | \$2,727,870                          |
| • <b>Total Construction Funding (Reservoir and Appurtenances)</b>                      | <b>\$33,942,387</b>                  | <b>\$33,942,387</b>                  | <b>\$33,942,387</b>                  | <b>\$33,942,387</b>                  |
| • <b>Total Construction Funding (Intake, Settling Basin, Inlet Pipelines)</b>          | <b>\$5,145,570</b>                   | <b>\$5,145,570</b>                   | <b>\$5,145,570</b>                   | <b>\$5,145,570</b>                   |
| • <b>Total Construction Funding (Downstream Irrigation Pipelines)</b>                  | <b>\$0</b>                           | <b>\$0</b>                           | <b>\$0</b>                           | <b>\$0</b>                           |

## Notes:

- The reservoir bottom of Option E4 is sloped. This represents the approximate average bottom elevation.
- The ground elevation was estimated from LIDAR under the embankment near where the low-level outlet pipeline crosses the north embankment. Existing ground elevations vary across the reservoir and embankment area.
- The ground elevation was estimated from LIDAR under the embankment near where the inlet pipeline crosses the south embankment. Existing ground elevations vary across the reservoir and embankment area.
- The interior and exterior slopes shown may change based on analysis and recommendations that will be presented in the final geotechnical engineering reports.
- The volumes of storage above and below the ground elevation at the north end of the reservoir were estimated based on the elevation listed as the "Approximate Existing Ground Elevation at North Embankment."
- The area and volume of till that would be disturbed or removed by the excavation was based on a comparison of the bottom of the reservoir with an assumed till layer that is only based on data from the Phase 1 borings. A refined till surface layer will need to be developed from additional data and will be used as the design progresses beyond the preliminary design stage to refine these numbers.
- The total estimated excess material represents the difference between the total estimated cut or excavation required and the total estimated fill required. The opinion of probable costs assumes that the excess material will be excavated, placed, and compacted somewhere on site. The exact method for handling excess material (placement on-site, hauling away, or marketing to someone else for processing) will need to be addressed as the design progresses.
- The items listed below this row summarize the costs associated with the reservoir, inlet structure, outlet structure, spillway facilities, outlet pipelines, site improvements, and other key elements associated with work on the reservoir site. Funding for construction of these improvements has been identified through a FEMA Hazard Mitigation Grant Program (HMGP). FEMA HMGP funding amounts and applicability will need to be confirmed.
- The items listed below this row summarize the costs associated with HID Headgate Structure improvements, HID Screening Facility improvements, installation of a settling basin at the upstream end of the HID Main Canal, replacement of the HID Main Canal from the HID Screening Facility to the split with the HID H1 Later with a pipeline, installation of a flow control structure at the split between the HID Main Canal and the HID H1 Lateral, and replacement of the HID H1 Lateral from the HID Main Canal to the reservoir with a pipeline. Funding for construction of these improvements has been secured through grants from the U.S. Bureau of Reclamation WaterSMART program (Intake, Screening, Settling Basin, Flow Control, and H1 Lateral Pipeline) and the NRCS (HID Main Canal Pipeline).
- The items listed below this row summarize the costs associated with pipelines that will replace or enhance the downstream irrigation delivery systems, as needed to delivery reservoir water to water users east of the Dungeness River. Costs are likely to change depending on the extent and type of upgrades that are selected for design and implementation. Funding for the design and construction of these pipelines has not yet been identified.
- Costs listed in this row are based on the unit costs used developed for the preliminary design cost analysis in February 2022. Unit costs reflect our understanding of what materials and labor costs were at that time and are only provided for comparison against the preliminary design costs and costs for other project options that are based on February 2022 unit costs. Costs will be updated as the design progresses to reflect materials and labor costs at the time of each deliverable. Costs include an allowance for items not yet identified, a 15% contingency, and sales tax (8.5%).
  - Costs were included for rebuild of River Road around the toe of the embankment for Option E3. Relocation of River Road and associated utilities was estimated as \$1.47 of the total cost shown (in 2022 dollars).

- b. An allowance of \$500,000 was included in Option E4 for relocation or reconstruction of BPA power transmission lines through the site. The cost and extent or need for relocation or rebuild of BPA power transmission lines has not been confirmed with BPA yet.
12. Costs listed in this row were originally developed as part of the preliminary design of downstream irrigation pipelines completed for Clallam Conservation District in June 2021. Unit costs reflect our understanding of what materials and labor costs were at that time. Opinions of cost have not been updated or revised since the preliminary design was completed in June 2021. Costs will be updated as the design progresses to reflect materials and labor costs at the time of each deliverable. Costs include a 30% contingency and sales tax (8.5%).
13. Costs were inflated to June 2024 dollar values based on the Engineering News Record Construction Cost Index for Seattle, with some rounding up. The ENR Construction Cost Index for Seattle indicates an increase in overall construction costs from February 2022 to June 2024 of nearly 7.5%. The ENR Construction Cost Index for Seattle indicates an increase in overall construction costs from June 2021 to June 2024 of nearly 10%. Local increases and increases in specific material and labor costs may likely be higher than the index indicates.
14. Additional design and permitting work has been and will be required to complete the design and permitting of the reservoir beyond the amount that has been contracted to date. The amount shown represents the anticipated range of additional costs that will be incurred, beyond what has already been contracted, to complete the design and permitting work.
15. No additional costs are currently projected for completion of the design of the intake, settling basin, and inlet pipeline improvements.
16. Work needed to complete the detailed design and permitting of the delivery pipelines needed downstream of the reservoir to deliver reservoir water to water users east of the Dungeness River has not yet been scoped, funded, or approved. The amount shown in this row is an estimate based on a draft scope of work and budget prepared by Anchor QEA in April 2024. Funding will need to be secured to complete the design and permitting work.
17. The range listed in this row includes an allowance of 8 to 10 percent of the opinion of probable construction costs for construction administration and management. A more detailed budget for this work will need to be developed and approved as the design of the reservoir nears completion.
18. Clallam County has applied for and secured funding for the reservoir in the amounts noted.
- a. The Ecology Streamflow Restoration Grant is intended to fund construction of the reservoir and appurtenances. Some of the funding is also earmarked for project management. A portion of the funding may need to be reallocated to complete the design and permitting.
  - b. The FEMA Hazard Mitigation Grant is also intended to fund construction of the reservoir and appurtenances. The funding requires a 5% match.
  - c. The U.S. Bureau of Reclamation WaterSMART Grant is intended to fund construction of the HID intake/head gate structure upgrades, upgrades to the HID fish screening facilities, the settling basin at the upstream end of the HID Main Canal, the flow control structure on the HID Main Canal, and the inlet pipeline from the HID Main Canal to the reservoir. The funding requires a 25% match.
  - d. The Natural Resources Conservation Service Grant is intended to fund construction of the pipeline that will replace the HID Main Canal from the settling basin to the control structure at the split with the H1 Lateral.

| <b>Reservoir Configuration Summary: Option E1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>Key Design Parameters:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                |
| • Maximum Water Surface Elevation/Overflow Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 435.0 feet                                                     |
| • Top of Embankment Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 440.0 feet                                                     |
| • Low-Level Outlet Invert Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 381.5 feet                                                     |
| • Approximate Existing Ground Elevation at North Embankment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 415 feet±                                                      |
| • Approximate Embankment Height at North End of Reservoir                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 25 feet±                                                       |
| • Maximum Depth of Water Above Ground at North End of Reservoir                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 20 feet±                                                       |
| • Interior Embankment Slope                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 4H:1V                                                          |
| • Exterior Embankment Slope                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 3H:1V, With Toe Berm                                           |
| • Estimated Storage Capacity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 959 acre-feet                                                  |
| • Anticipated Flow Benefit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Up to 25 cfs for 19.3 days, or<br>Up to 15.1 cfs for 32.0 days |
| • Percent of Storage Capacity Below Existing Ground Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 67% (North Reservoir)<br>77% (South Reservoir)                 |
| • Percent of Storage Capacity Above Existing Ground Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 33% (North Reservoir)<br>23% (South Reservoir)                 |
| • Total Estimated Cut Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1,107,452 CY                                                   |
| • Total Estimated Fill Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 395,657 CY                                                     |
| • Total Excess Material to be Placed On-Site or Hauled Away                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 711,795 CY                                                     |
| <b>Summary:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                |
| <p>Option E1 would result in the reservoir footprint being shifted to the south to avoid overlap with the Secondary Deformation Zone that was identified by the recently completed Phase 1 Seismic Fault Study. The reservoir would include two separate sections of reservoir connected by pipe through the BPA easement; one section of reservoir would be located north of the BPA easement but entirely south of the Secondary Deformation Zone and the other would be located south of the BPA easement.</p> <p>Option E1 is similar to Option D in the constraints applied, except that the reservoir was configured such that the entire embankment, toe berm, and reservoir are completely within the Low Probability of Deformation Zone that was recently mapped as part of the Phase 1 Seismic Fault Study. Portions of the Option D reservoir would have overlapped with the Secondary Deformation Zone. The reservoir configuration was developed to avoid impact to River Road on the east, avoid encroachment on the BPA easement, and maintain a 150 to 200 feet of distance between stored water and the bluff on the west side of the site to protect bluff stability.</p> <p>This option also assumes that the discharge pipelines from the reservoir would be extended beyond the north property boundary and lowered to allow the bottom of the reservoir to be lower than it would be if the outlet had to daylight at the north property boundary. For this option, the full reservoir elevation was set at 435.0 feet (the same as the preliminary design). The low-level outlet invert elevation would be approximately 381.5 feet. It was assumed that the 36-inch discharge pipeline from the reservoir would branch near the north property boundary and the following pipelines would be added to extend the discharge system:</p> <ul style="list-style-type: none"> <li>• An 18-inch pipeline would extend northeast in the Eureka Canal to an existing culvert at River Road. The invert at the discharge location at River Road would be the same as the existing culvert (377.5 feet).</li> <li>• A 30-inch pipeline would extend west parallel to the north property boundary to convey water to the Independent Canal. The invert at the discharge location at the Independent Canal would be 358.1 feet.</li> <li>• A 12-inch pipeline would extend approximately 1,100 north of the property boundary in the HID H-1 Lateral. That pipeline would discharge at an invert elevation of 367.9 feet.</li> </ul> |                                                                |

**Reservoir Configuration Summary: Option E1**

For the reservoir to release water by gravity, the low-level outlet at the reservoir would need to be higher than the elevations at the three points of discharge identified above. The highest of those would be the 18-inch pipe in the Eureka Canal, with a discharge outlet invert elevation of 377.5 feet. To ensure that there would be capacity to release reservoir water when the reservoir is low and allow for pressure losses in the discharge pipelines, the low-level outlet at the reservoir was set at an invert elevation of 381.5 feet.

Due to new seismic information and the need to do additional analysis to inform slope stability and the impact of seismic activity on freeboard, the embankment slopes and freeboard were increased from the values that were used for preliminary design and prior analyses of other reservoir configurations. A 4H:1V slope was used for all interior embankment slopes and a 3H:1V slope was used for all exterior embankment slopes. A freeboard of 5 feet was incorporated into this analysis. Embankment slopes may be steepened, and freeboard may be reduced if further slope stability, seismic, and hydraulic analyses suggest that steeper slopes and less freeboard are appropriate. That additional analyses will be completed during the detailed (60 percent) design phase.

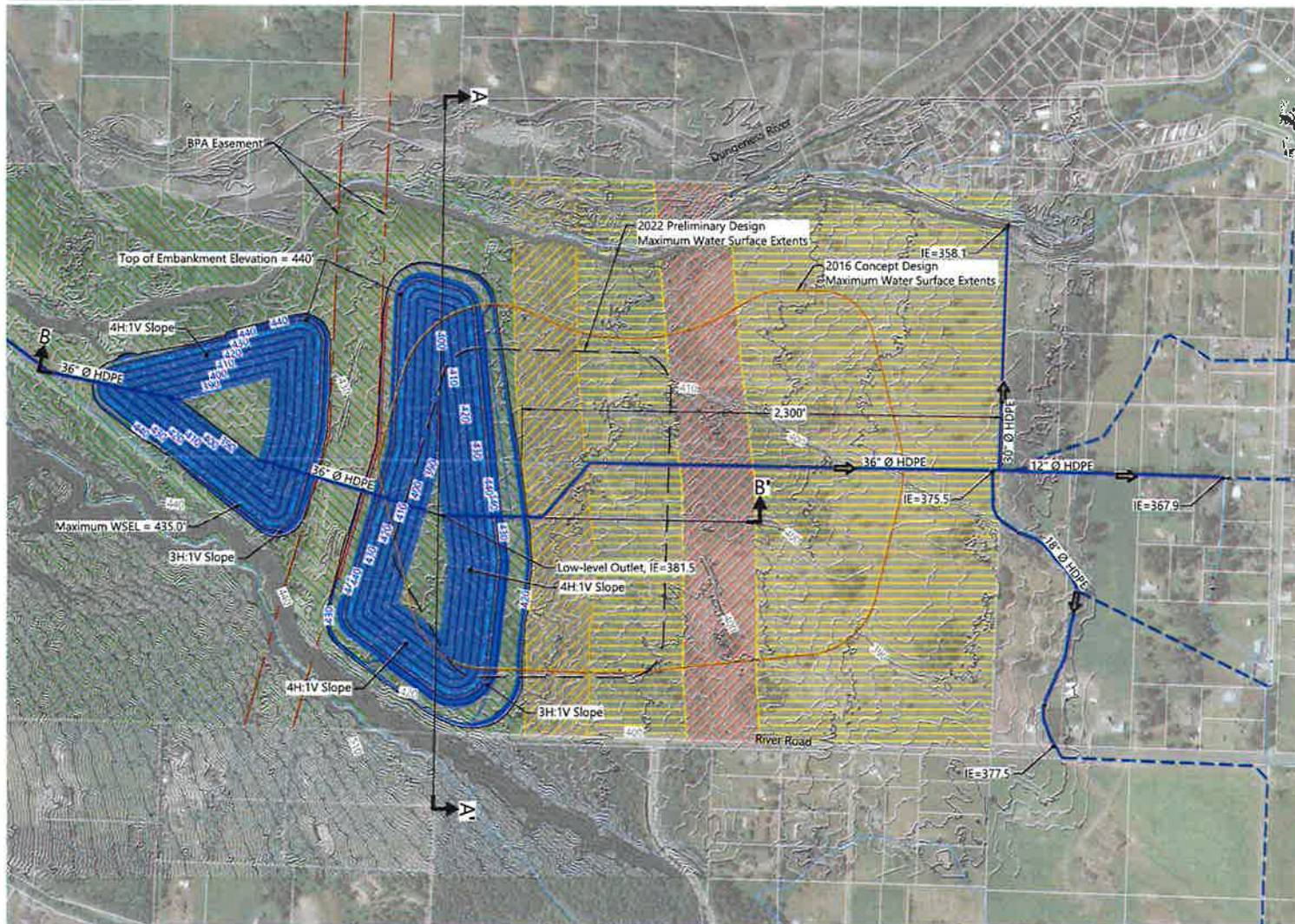
The analysis of Option E1 resulted in a 959-acre-foot reservoir, which is smaller than the other options considered. The capacity of the reservoir could be increased by raising the top elevation, lowering the bottom elevation further, allowing the toe berm to extend into the Secondary Deformation Zone, or allowing for additional impacts within the BPA easement. If justified by further analysis, the reservoir capacity could also be increased by steepening the embankment slopes and reducing the freeboard provided. The top of the embankment would extend to a top elevation of 440 feet and the reservoir would be designed to maintain a full water surface at an elevation of 435 feet. Based on the existing ground surface elevation at the north end of the reservoir, where the embankment crosses the existing Highland Irrigation District (HID) H-1 Lateral, the north side of the embankment would be approximately 25 feet tall above the existing ground. The height of the embankment would vary around the reservoir and would generally decrease from north to south. The depth of water stored above the existing ground at that location would be approximately 20 feet. The top of the embankment would be located approximately 2,390 feet south of the north property boundary.

The project would include the following key elements:

- The 959-acre-foot reservoir.
- Upgrades to HID intake and screening facilities near the Dungeness River
- A settling basin downstream of the HID intake and screening facilities.
- A 36-inch pipeline that would replace the existing HID Main Canal between the settling basin and a new flow control structure at the upstream end of the H-1 Lateral.
- A 36-inch inlet pipeline that would replace the H-1 Lateral from the HID Main Canal to the reservoir.
- A 36-inch outlet pipeline that would replace the H-1 Lateral from the reservoir to a discharge point in the H-1 Lateral near the north property boundary.
- The discharge pipelines listed earlier in this summary, branching from the 36-inch outlet pipeline near the north property boundary.
- An 18-inch bypass pipeline that would convey water around the reservoir during construction and when the reservoir is down for maintenance.
- An emergency spillway structure with a crest elevation of 435 feet and 36-inch discharge pipeline to the river.
- Other structures, controls, and appurtenances needed to control the flow of water to and from the reservoir.

|                                                                                 |                                 |
|---------------------------------------------------------------------------------|---------------------------------|
| <b>Opinion of Cost – Key Elements of Reservoir Project</b>                      | <b>\$36.3 to \$37.3 million</b> |
| <b>Opinion of Cost – Key Elements of HID Intake, Screen, and Canal Upgrades</b> | <b>\$4.1 to \$4.2 million</b>   |
| <b>Opinion of Cost – Key Elements of Downstream Irrigation Pipelines</b>        | <b>\$5.7 to \$5.8 million</b>   |

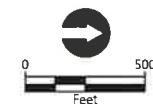
DRAFT



**SOURCE:** Aerial ©2021 Microsoft Corporation  
 ©2021 Maxar ©CNES (2021) Distribution Airbus DS  
**HORIZONTAL DATUM:** Washington State Plane  
 North Zone, NAD83, U.S. Survey Feet  
**VERTICAL DATUM:** NAVD88

**LEGEND:**

- Parcels (Clallam County GIS)
- Existing Irrigation Ditches and Laterals (GIS 2013)
- Existing Irrigation Pipelines (GIS 2013)
- Existing Contours (2' & 10' Intervals)
- Proposed Contours (2' & 10' Intervals)
- Existing BPA Easement
- Primary Seismic Deformation Zone
- Secondary Seismic Deformation Zone
- Distributed Secondary Seismic Deformation Zone
- Low Probability of Seismic Deformation Zone
- Proposed Irrigation Pipeline
- Proposed Full Reservoir Water Surface for Option E1
- Proposed Full Reservoir Water Surface from 2016 Concept Design
- Proposed Full Reservoir Water Surface from 2021 30% Design
- A ↑  
Cross Section Location and Designation

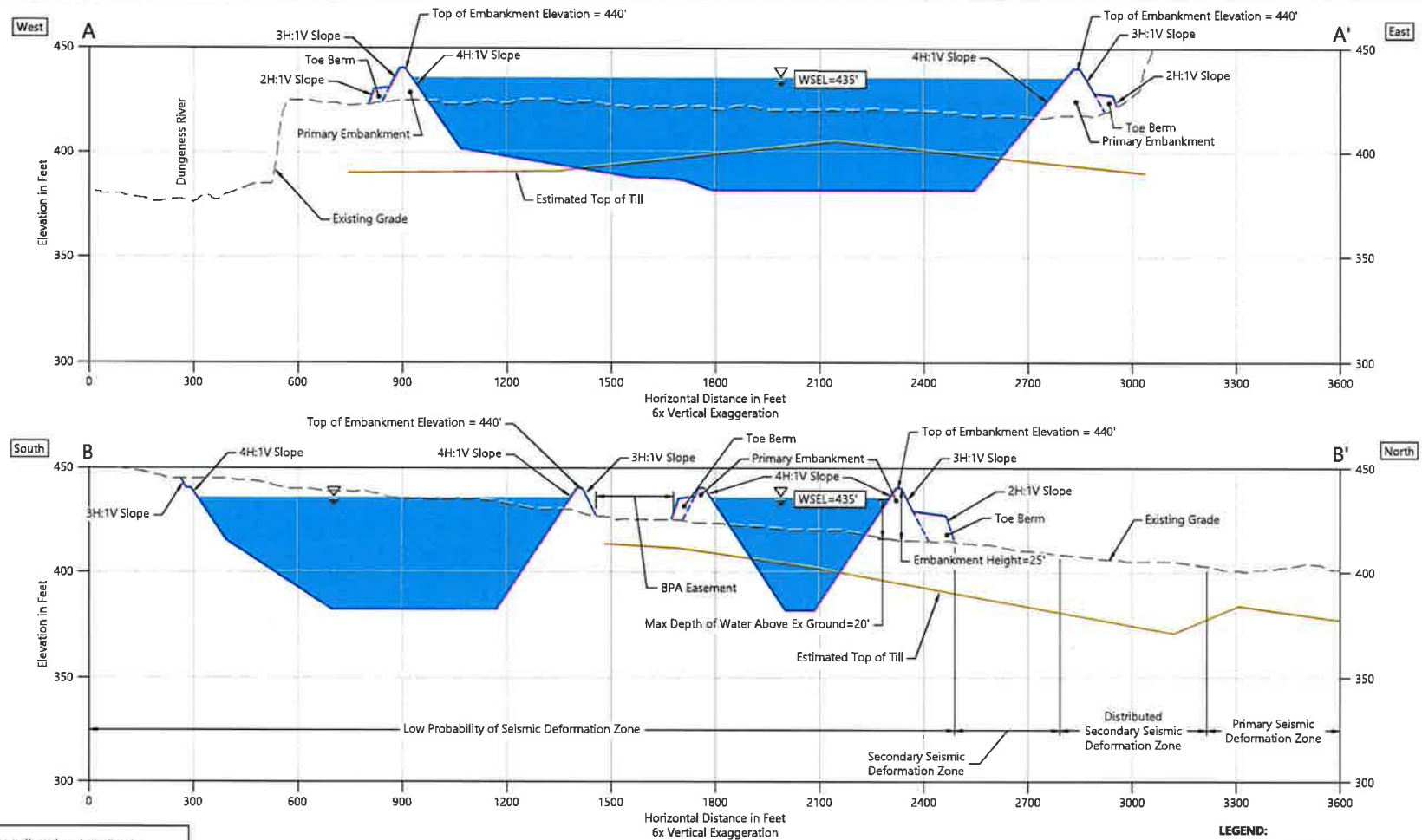


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**Figure E1-1**  
**Plan View: Option E1**  
 Dungeness Off-Channel Reservoir

DRAFT



**NOTE:** Vertical scales on all sections have been exaggerated 6x larger than the horizontal scale to allow the sections to fit within the dimensions of the page. The slopes appear steeper and heights appear larger than they would if the vertical and horizontal scales were equal.

**LEGEND:**

-  Existing Grade
-  Proposed Grade
-  Proposed Water Surface Elevation
-  Estimated Till

**Figure E1-2**  
**Cross Sections: Option E1**  
Dungeness Off-Channel Reservoir

| <b>Reservoir Configuration Summary: Option E2</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                |
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| <b>Key Design Parameters:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                |
| • Maximum Water Surface Elevation/Overflow Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 435.0 feet                                                     |
| • Top of Embankment Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 440.0 feet                                                     |
| • Low-Level Outlet Invert Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 381.5 feet                                                     |
| • Approximate Existing Ground Elevation at North Embankment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 415 feet±                                                      |
| • Approximate Embankment Height at North End of Reservoir                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 25 feet±                                                       |
| • Maximum Depth of Water Above Ground at North End of Reservoir                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 20 feet±                                                       |
| • Interior Embankment Slope                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 4H:1V                                                          |
| • Exterior Embankment Slope                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 3H:1V, With Toe Berm                                           |
| • Estimated Storage Capacity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1,236 acre-feet                                                |
| • Anticipated Flow Benefit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Up to 25 cfs for 24.9 days, or<br>Up to 19.5 cfs for 32.0 days |
| • Percent of Storage Capacity Below Existing Ground Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 76%                                                            |
| • Percent of Storage Capacity Above Existing Ground Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 24%                                                            |
| • Total Estimated Cut Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1,513,551 CY                                                   |
| • Total Estimated Fill Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 420,620 CY                                                     |
| • Total Excess Material to be Placed On-Site or Hauled Away                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,092,931 CY                                                   |
| <b>Summary:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                |
| <p>Option E2 would result in the reservoir footprint being shifted to the south to avoid overlap with the Secondary Deformation Zone that was identified by the recently completed Phase 1 Seismic Fault Study. The reservoir would be similar to Option E1, except that the north and south reservoir sections would be connected by excavating through the BPA easement under the BPA powerlines between River Road and the power poles near the center of the site. In addition, as allowed by the recommendations provided in the recently completed Phase 1 Seismic Fault Study, the toe berm at the north end of the reservoir would be allowed to extend into the Secondary Deformation Zone because the toe berm is not part of the structural embankment. The structural embankment and reservoir storage volume would be entirely within the Low Probability of Deformation Zone, as recommended by the Phase 1 Seismic Fault Study. The reservoir configuration was developed to avoid impact to River Road on the east and maintain a 150 to 200 feet of distance between stored water and the bluff on the west side of the site to protect bluff stability.</p> <p>This option also assumes that the discharge pipelines from the reservoir would be extended beyond the north property boundary and lowered to allow the bottom of the reservoir to be lower than it would be if the outlet had to daylight at the north property boundary. For this option, the full reservoir elevation was set at 435.0 feet (the same as the preliminary design). The low-level outlet invert elevation would be approximately 381.5 feet. It was assumed that the 36-inch discharge pipeline from the reservoir would branch near the north property boundary and the following pipelines would be added to extend the discharge system:</p> <ul style="list-style-type: none"> <li>• An 18-inch pipeline would extend northeast in the Eureka Canal to an existing culvert at River Road. The invert at the discharge location at River Road would be the same as the existing culvert (377.5 feet).</li> <li>• A 30-inch pipeline would extend west parallel to the north property boundary to convey water to the Independent Canal. The invert at the discharge location at the Independent Canal would be 358.1 feet.</li> <li>• A 12-inch pipeline would extend approximately 1,100 north of the property boundary in the HID H-1 Lateral. That pipeline would discharge at an invert elevation of 367.9 feet.</li> </ul> <p>For the reservoir to release water by gravity, the low-level outlet at the reservoir would need to be higher than the elevations at the three points of discharge identified above. The highest of those would be the 18-inch pipe in the Eureka Canal, with a discharge outlet invert elevation of 377.5 feet. To ensure that there would be capacity to</p> |                                                                |

**Reservoir Configuration Summary: Option E2**

release reservoir water when the reservoir is low and allow for pressure losses in the discharge pipelines, the low-level outlet at the reservoir was set at an invert elevation of 381.5 feet.

Due to new seismic information and the need to do additional analysis to inform slope stability and the impact of seismic activity on freeboard, the embankment slopes and freeboard were increased from the values that were used for preliminary design and prior analyses of other reservoir configurations. A 4H:1V slope was used for all interior embankment slopes and a 3H:1V slope was used for all exterior embankment slopes. A freeboard of 5 feet was incorporated into this analysis. Embankment slopes may be steepened, and freeboard may be reduced if further slope stability, seismic, and hydraulic analyses suggest that steeper slopes and less freeboard are appropriate. That additional analyses will be completed during the detailed (60 percent) design phase.

The analysis of Option E2 resulted in a 1,236-acre-foot reservoir, which is smaller than Options E3 and E4, but larger than Option E1. The capacity of the reservoir could be increased by raising the top elevation, lowering the bottom elevation further, or allowing for additional impacts within the BPA easement. If justified by further analysis, the reservoir capacity could also be increased by steepening the embankment slopes and reducing the freeboard provided. The top of the embankment would extend to a top elevation of 440 feet and the reservoir would be designed to maintain a full water surface at an elevation of 435 feet. Based on the existing ground surface elevation at the north end of the reservoir, where the embankment crosses the existing Highland Irrigation District (HID) H-1 Lateral, the north side of the embankment would be approximately 25 feet tall above the existing ground. The height of the embankment would vary around the reservoir and would generally decrease from north to south. The depth of water stored above the existing ground at that location would be approximately 20 feet. The top of the embankment would be located approximately 2,320 feet south of the north property boundary.

The project would include the following key elements:

- The 1,236-acre-foot reservoir.
- Upgrades to HID intake and screening facilities near the Dungeness River
- A settling basin downstream of the HID intake and screening facilities.
- A 36-inch pipeline that would replace the existing HID Main Canal between the settling basin and a new flow control structure at the upstream end of the H-1 Lateral.
- A 36-inch inlet pipeline that would replace the H-1 Lateral from the HID Main Canal to the reservoir.
- A 36-inch outlet pipeline that would replace the H-1 Lateral from the reservoir to a discharge point in the H-1 Lateral near the north property boundary.
- The discharge pipelines listed earlier in this summary, branching from the 36-inch outlet pipeline near the north property boundary.
- An 18-inch bypass pipeline that would convey water around the reservoir during construction and when the reservoir is down for maintenance.
- An emergency spillway structure with a crest elevation of 435 feet and 36-inch discharge pipeline to the river.
- Other structures, controls, and appurtenances needed to control the flow of water to and from the reservoir.

|                                                                                 |                                 |
|---------------------------------------------------------------------------------|---------------------------------|
| <b>Opinion of Cost – Key Elements of Reservoir Project</b>                      | <b>\$40.1 to \$41.1 million</b> |
| <b>Opinion of Cost – Key Elements of HID Intake, Screen, and Canal Upgrades</b> | <b>\$4.1 to \$4.2 million</b>   |
| <b>Opinion of Cost – Key Elements of Downstream Irrigation Pipelines</b>        | <b>\$5.7 to \$5.8 million</b>   |

**LEGEND:**

- Parcels (Clallam County GIS)
- Existing Irrigation Ditches and Laterals (GIS 2013)
- Existing Irrigation Pipelines (GIS 2013)
- Existing Contours (2' & 10' Intervals)
- Proposed Contours (2' & 10' Intervals)
- Existing BPA Easement
- Primary Seismic Deformation Zone
- Secondary Seismic Deformation Zone
- Distributed Secondary Seismic Deformation Zone
- Low Probability of Seismic Deformation Zone
- Proposed Irrigation Pipeline
- Proposed Full Reservoir Water Surface for Option E2
- Proposed Full Reservoir Water Surface from 2016 Concept Design
- Proposed Full Reservoir Water Surface from 2021 30% Design

**A**  
 Cross Section Location and Designation

**Figure E2-1**  
**Plan View: Option E2**  
Dungeness Off-Channel Reservoir

**DRAFT**

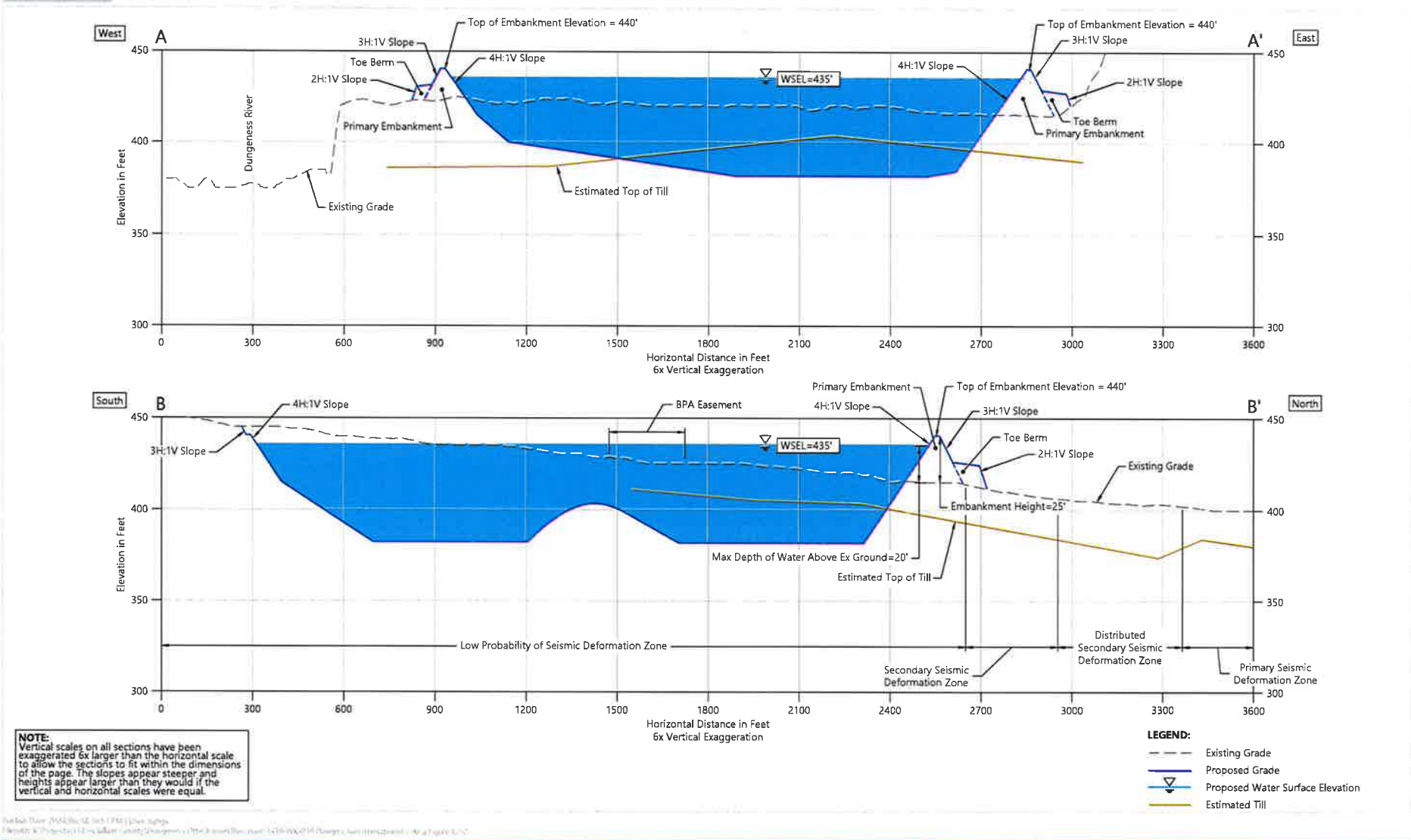


**Figure E2-2**  
**Cross Sections: Option E2**  
Dungeness Off-Channel Reservoir

| <b>Reservoir Configuration Summary: Option E3</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                |
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| <b>Key Design Parameters:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                |
| • Maximum Water Surface Elevation/Overflow Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 435.0 feet                                                     |
| • Top of Embankment Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 440.0 feet                                                     |
| • Low-Level Outlet Invert Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 381.5 feet                                                     |
| • Approximate Existing Ground Elevation at North Embankment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 415 feet±                                                      |
| • Approximate Embankment Height at North End of Reservoir                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 25 feet±                                                       |
| • Maximum Depth of Water Above Ground at North End of Reservoir                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 20 feet±                                                       |
| • Interior Embankment Slope                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 4H:1V                                                          |
| • Exterior Embankment Slope                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 3H:1V, With Toe Berm                                           |
| • Estimated Storage Capacity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,465 acre-feet                                                |
| • Anticipated Flow Benefit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Up to 25 cfs for 29.5 days, or<br>Up to 23.1 cfs for 32.0 days |
| • Percent of Storage Capacity Below Existing Ground Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 79%                                                            |
| • Percent of Storage Capacity Above Existing Ground Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 21%                                                            |
| • Total Estimated Cut Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1,875,689 CY                                                   |
| • Total Estimated Fill Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 408,010 CY                                                     |
| • Total Excess Material to be Placed On-Site or Hauled Away                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1,467,679 CY                                                   |
| <b>Summary:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                |
| <p>Option E3 would result in the reservoir footprint being shifted to the south to avoid overlap with the Secondary Deformation Zone that was identified by the recently completed Phase 1 Seismic Fault Study. The reservoir would be similar to Option E2, with the north and south reservoir sections connected by excavating through the BPA easement under the BPA powerlines between River Road and the power poles near the center of the site. However, this option assumes that the segment of River Road along the east side of the reservoir would be relocated and reconstructed along the toe of the reservoir embankment to allow the east edge of the reservoir to shift further to the east. Like Option E2 and as allowed by the recommendations provided in the recently completed Phase 1 Seismic Fault Study, the toe berm at the north end of the reservoir would be allowed to extend into the Secondary Deformation Zone because the toe berm is not part of the structural embankment. The structural embankment and reservoir storage volume would be entirely within the Low Probability of Deformation Zone, as recommended by the Phase 1 Seismic Fault Study. The reservoir configuration was developed to maintain a 150 to 200 feet of distance between stored water and the bluff on the west side of the site to protect bluff stability.</p> <p>This option also assumes that the discharge pipelines from the reservoir would be extended beyond the north property boundary and lowered to allow the bottom of the reservoir to be lower than it would be if the outlet had to daylight at the north property boundary. For this option, the full reservoir elevation was set at 435.0 feet (the same as the preliminary design). The low-level outlet invert elevation would be approximately 381.5 feet. It was assumed that the 36-inch discharge pipeline from the reservoir would branch near the north property boundary and the following pipelines would be added to extend the discharge system:</p> <ul style="list-style-type: none"> <li>• An 18-inch pipeline would extend northeast in the Eureka Canal to an existing culvert at River Road. The invert at the discharge location at River Road would be the same as the existing culvert (377.5 feet).</li> <li>• A 30-inch pipeline would extend west parallel to the north property boundary to convey water to the Independent Canal. The invert at the discharge location at the Independent Canal would be 358.1 feet.</li> <li>• A 12-inch pipeline would extend approximately 1,100 north of the property boundary in the HID H-1 Lateral. That pipeline would discharge at an invert elevation of 367.9 feet.</li> </ul> <p>For the reservoir to release water by gravity, the low-level outlet at the reservoir would need to be higher than the elevations at the three points of discharge identified above. The highest of those would be the 18-inch pipe in the Eureka Canal, with a discharge outlet invert elevation of 377.5 feet. To ensure that there would be capacity to</p> |                                                                |

**Reservoir Configuration Summary: Option E3**

release reservoir water when the reservoir is low and allow for pressure losses in the discharge pipelines, the low-level outlet at the reservoir was set at an invert elevation of 381.5 feet.

Due to new seismic information and the need to do additional analysis to inform slope stability and the impact of seismic activity on freeboard, the embankment slopes and freeboard were increased from the values that were used for preliminary design and prior analyses of other reservoir configurations. A 4H:1V slope was used for all interior embankment slopes and a 3H:1V slope was used for all exterior embankment slopes. A freeboard of 5 feet was incorporated into this analysis. Embankment slopes may be steepened, and freeboard may be reduced if further slope stability, seismic, and hydraulic analyses suggest that steeper slopes and less freeboard are appropriate. That additional analyses will be completed during the detailed (60 percent) design phase.

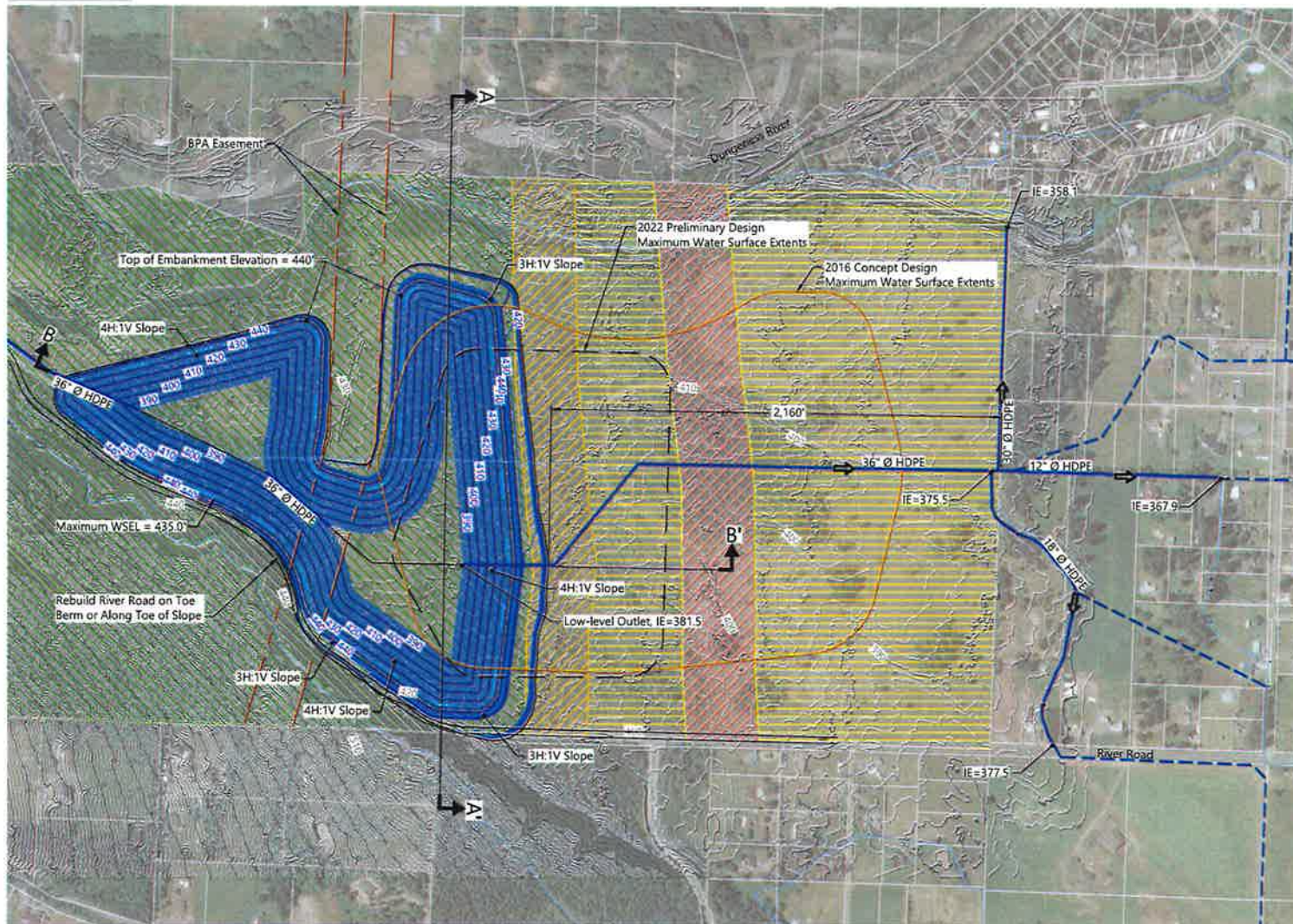
The analysis of Option E3 resulted in a 1,465-acre-foot reservoir, which is smaller than Option E4, but larger than Options E1 and E2. The capacity of the reservoir could be increased by raising the top elevation, lowering the bottom elevation further, or allowing for additional impacts within the BPA easement. If justified by further analysis, the reservoir capacity could also be increased by steepening the embankment slopes and reducing the freeboard provided. The top of the embankment would extend to a top elevation of 440 feet and the reservoir would be designed to maintain a full water surface at an elevation of 435 feet. Based on the existing ground surface elevation at the north end of the reservoir, where the embankment crosses the existing Highland Irrigation District (HID) H-1 Lateral, the north side of the embankment would be approximately 25 feet tall above the existing ground. The height of the embankment would vary around the reservoir and would generally decrease from north to south. The depth of water stored above the existing ground at that location would be approximately 20 feet. The top of the embankment would be located approximately 2,320 feet south of the north property boundary.

The project would include the following key elements:

- The 1,465-acre-foot reservoir.
- Relocation and reconstruction of River Road along the toe of the east reservoir embankment.
- Upgrades to HID intake and screening facilities near the Dungeness River
- A settling basin downstream of the HID intake and screening facilities.
- A 36-inch pipeline that would replace the existing HID Main Canal between the settling basin and a new flow control structure at the upstream end of the H-1 Lateral.
- A 36-inch inlet pipeline that would replace the H-1 Lateral from the HID Main Canal to the reservoir.
- A 36-inch outlet pipeline that would replace the H-1 Lateral from the reservoir to a discharge point in the H-1 Lateral near the north property boundary.
- The discharge pipelines listed earlier in this summary, branching from the 36-inch outlet pipeline near the north property boundary.
- An 18-inch bypass pipeline that would convey water around the reservoir during construction and when the reservoir is down for maintenance.
- An emergency spillway structure with a crest elevation of 435 feet and 36-inch discharge pipeline to the river.
- Other structures, controls, and appurtenances needed to control the flow of water to and from the reservoir.

|                                                                                 |                                 |
|---------------------------------------------------------------------------------|---------------------------------|
| <b>Opinion of Cost – Key Elements of Reservoir Project</b>                      | <b>\$44.9 to \$46.0 million</b> |
| <b>Opinion of Cost – Key Elements of HID Intake, Screen, and Canal Upgrades</b> | <b>\$4.1 to \$4.2 million</b>   |
| <b>Opinion of Cost – Key Elements of Downstream Irrigation Pipelines</b>        | <b>\$5.7 to \$5.8 million</b>   |

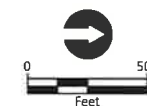
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**SOURCE:** Aerial ©2021 Microsoft Corporation  
 ©2021 Maxar ©CNES (2021) Distribution Airbus DS  
**HORIZONTAL DATUM:** Washington State Plane  
 North Zone, NAD83, U.S. Survey Feet  
**VERTICAL DATUM:** NAVD88

**LEGEND:**

- Parcels (Clallam County GIS)
- Existing Irrigation Ditches and Laterals (GIS 2013)
- Existing Irrigation Pipelines (GIS 2013)
- Existing Contours (2' & 10' Intervals)
- Proposed Contours (2' & 10' Intervals)
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- Primary Seismic Deformation Zone
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- Proposed Full Reservoir Water Surface for Option E1
- Proposed Full Reservoir Water Surface from 2016 Concept Design
- Proposed Full Reservoir Water Surface from 2021 30% Design
- Cross Section Location and Designation

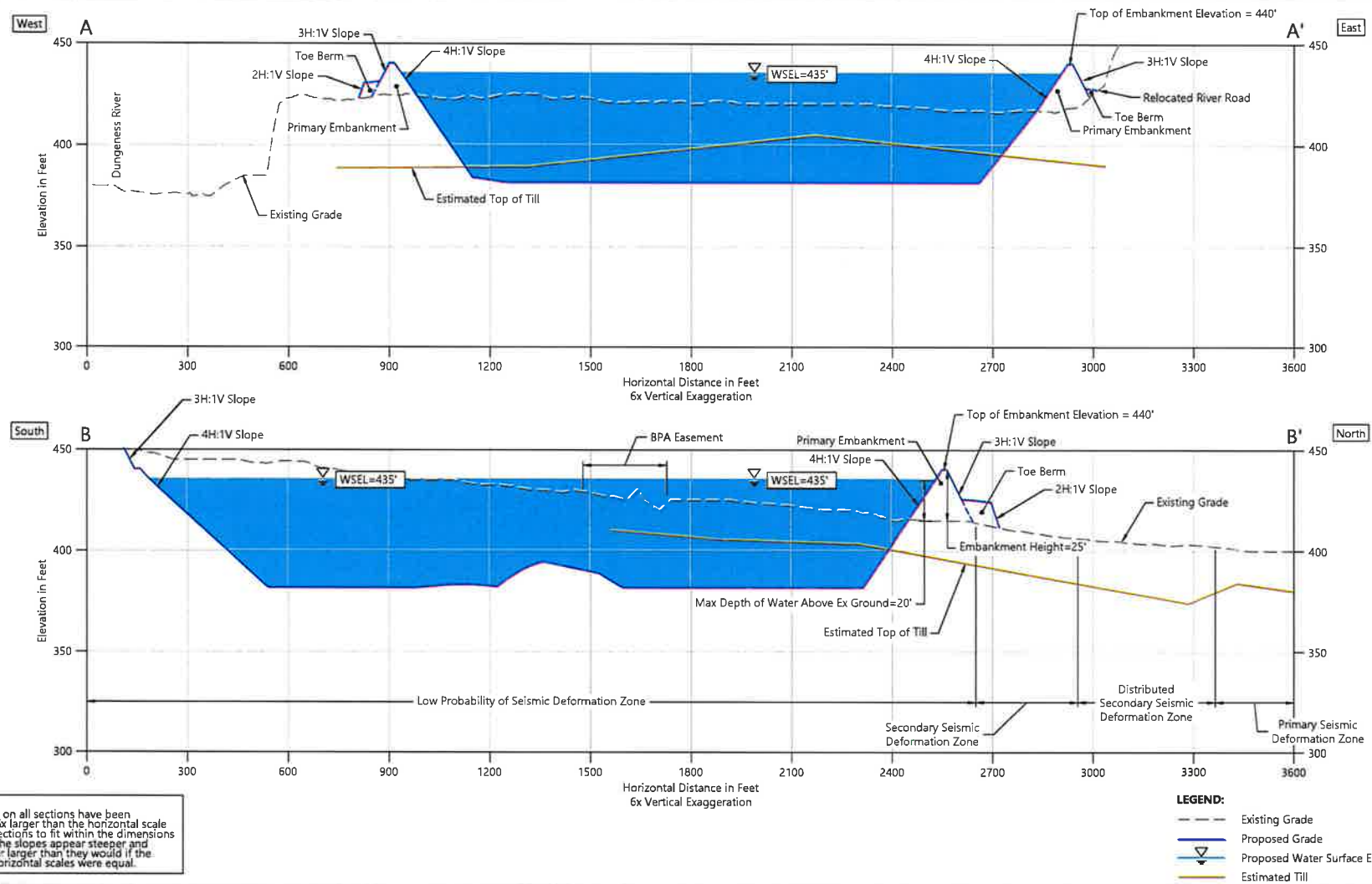


Updated Date: 2/20/2024 to 2/24/2024 (Plan View)  
 Prepared by: KSP/Anchor QEA for Washington County (Dungeness Off-Channel Reservoir) (2/20/2024 to 2/24/2024) (Plan View) (2/20/2024 to 2/24/2024) (Plan View)



**Figure E3-1**  
**Plan View: Option E3**  
 Dungeness Off-Channel Reservoir

DRAFT



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**Figure E3-2**  
**Cross Sections: Option E3**  
Dungeness Off-Channel Reservoir

| <b>Reservoir Configuration Summary: Option E4</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>Key Design Parameters:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                |
| • Maximum Water Surface Elevation/Overflow Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 432.0 feet                                                     |
| • Top of Embankment Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 437.0 feet                                                     |
| • Low-Level Outlet Invert Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 385.0 feet                                                     |
| • Approximate Existing Ground Elevation at North Embankment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 415 feet±                                                      |
| • Approximate Embankment Height at North End of Reservoir                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 22 feet±                                                       |
| • Maximum Depth of Water Above Ground at North End of Reservoir                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 17 feet±                                                       |
| • Interior Embankment Slope                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 4H:1V                                                          |
| • Exterior Embankment Slope                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 3H:1V, With Toe Berm                                           |
| • Estimated Storage Capacity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1,610 acre-feet                                                |
| • Anticipated Flow Benefit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Up to 25 cfs for 32.5 days, or<br>Up to 25.4 cfs for 32.0 days |
| • Percent of Storage Capacity Below Existing Ground Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 85%                                                            |
| • Percent of Storage Capacity Above Existing Ground Elevation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 15%                                                            |
| • Total Estimated Cut Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 2,215,977 CY                                                   |
| • Total Estimated Fill Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 257,931 CY                                                     |
| • Total Excess Material to be Placed On-Site or Hauled Away                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1,958,046 CY                                                   |
| <b>Summary:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                |
| <p>Option E4 would result in the reservoir footprint being shifted to the south to avoid overlap with the Secondary Deformation Zone that was identified by the recently completed Phase 1 Seismic Fault Study. This reservoir configuration assumes that revisions could be made to the BPA powerlines, such as raising the lines and replacing or relocating the poles, to allow for construction of the reservoir through the BPA easement. Like Options E2 and E3 and as allowed by the recommendations provided in the recently completed Phase 1 Seismic Fault Study, the toe berm at the north end of the reservoir would be allowed to extend into the Secondary Deformation Zone because the toe berm is not part of the structural embankment. The structural embankment and reservoir storage volume would be entirely within the Low Probability of Deformation Zone, as recommended by the Phase 1 Seismic Fault Study. The reservoir configuration was developed to avoid impact to River Road on the east and maintain a 150 to 200 feet of distance between stored water and the bluff on the west side of the site to protect bluff stability.</p> <p>This option also assumes that the discharge pipelines from the reservoir would be extended beyond the north property boundary and lowered to allow the bottom of the reservoir to be lower than it would be if the outlet had to daylight at the north property boundary. For this option, the full reservoir elevation was set at 432.0 feet (3 feet lower than the preliminary design and other "Option E" configurations). The low-level outlet invert elevation would be approximately 385.0 feet. The larger reservoir configuration allows for more flexibility in lower the top of the embankment and raising the bottom elevation of the reservoir. It was assumed that the 36-inch discharge pipeline from the reservoir would branch near the north property boundary and the following pipelines would be added to extend the discharge system:</p> <ul style="list-style-type: none"> <li>• An 18-inch pipeline would extend northeast in the Eureka Canal to an existing culvert at River Road. The invert at the discharge location at River Road would be the same as the existing culvert (377.5 feet).</li> <li>• A 30-inch pipeline would extend west parallel to the north property boundary to convey water to the Independent Canal. The invert at the discharge location at the Independent Canal would be 358.1 feet.</li> <li>• A 12-inch pipeline would extend approximately 1,100 north of the property boundary in the HID H-1 Lateral. That pipeline would discharge at an invert elevation of 367.9 feet.</li> </ul> <p>For the reservoir to release water by gravity, the low-level outlet at the reservoir would need to be higher than the elevations at the three points of discharge identified above. The highest of those would be the 18-inch pipe in the Eureka Canal, with a discharge outlet invert elevation of 377.5 feet. The low-level outlet at the reservoir was set at</p> |                                                                |

**Reservoir Configuration Summary: Option E4**

an invert elevation of 385.0 feet, which would allow for more than enough drop in the pipeline to ensure adequate release capacity from the reservoir storage at all water surface elevations.

Due to new seismic information and the need to do additional analysis to inform slope stability and the impact of seismic activity on freeboard, the embankment slopes and freeboard were increased from the values that were used for preliminary design and prior analyses of other reservoir configurations. A 4H:1V slope was used for all interior embankment slopes and a 3H:1V slope was used for all exterior embankment slopes. A freeboard of 5 feet was incorporated into this analysis. Embankment slopes may be steepened, and freeboard may be reduced if further slope stability, seismic, and hydraulic analyses suggest that steeper slopes and less freeboard are appropriate. That additional analyses will be completed during the detailed (60 percent) design phase.

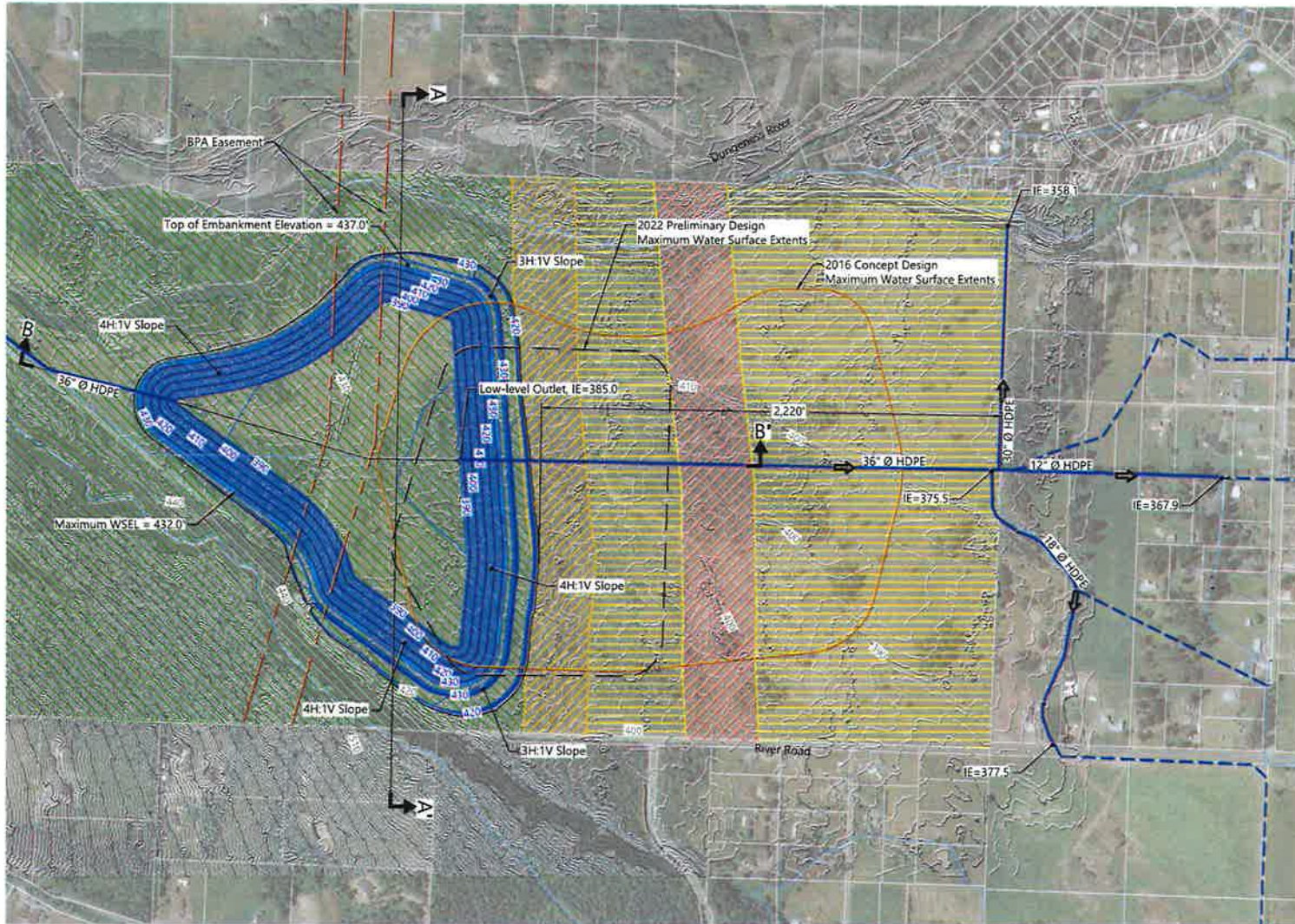
The analysis of Option E4 resulted in a 1,610-acre-foot reservoir, which is largest of the “Option E” reservoir configurations considered. The capacity of the reservoir is contingent on extension of the reservoir through the BPA easement. Limitations on the BPA easement and ability to work with BPA to adjust their infrastructure to allow for reservoir construction through the BPA easement have not yet been confirmed with BPA. If justified by further analysis, the reservoir capacity could also be increased by steepening the embankment slopes and reducing the freeboard provided. The top of the embankment would extend to a top elevation of 437 feet and the reservoir would be designed to maintain a full water surface at an elevation of 432 feet. Based on the existing ground surface elevation at the north end of the reservoir, where the embankment crosses the existing Highland Irrigation District (HID) H-1 Lateral, the north side of the embankment would be approximately 22 feet tall above the existing ground. The height of the embankment would vary around the reservoir and would generally decrease from north to south. The depth of water stored above the existing ground at that location would be approximately 17 feet. The top of the embankment would be located approximately 2,320 feet south of the north property boundary.

The project would include the following key elements:

- The 1,610-acre-foot reservoir.
- Relocation and reconstruction of BPA powerlines and poles within the reservoir area to allow for construction of the reservoir through the BPA easement.
- Upgrades to HID intake and screening facilities near the Dungeness River
- A settling basin downstream of the HID intake and screening facilities.
- A 36-inch pipeline that would replace the existing HID Main Canal between the settling basin and a new flow control structure at the upstream end of the H-1 Lateral.
- A 36-inch inlet pipeline that would replace the H-1 Lateral from the HID Main Canal to the reservoir.
- A 36-inch outlet pipeline that would replace the H-1 Lateral from the reservoir to a discharge point in the H-1 Lateral near the north property boundary.
- The discharge pipelines listed earlier in this summary, branching from the 36-inch outlet pipeline near the north property boundary.
- An 18-inch bypass pipeline that would convey water around the reservoir during construction and when the reservoir is down for maintenance.
- An emergency spillway structure with a crest elevation of 435 feet and 36-inch discharge pipeline to the river.
- Other structures, controls, and appurtenances needed to control the flow of water to and from the reservoir.

|                                                                                 |                                 |
|---------------------------------------------------------------------------------|---------------------------------|
| <b>Opinion of Cost – Key Elements of Reservoir Project</b>                      | <b>\$44.5 to \$45.6 million</b> |
| <b>Opinion of Cost – Key Elements of HID Intake, Screen, and Canal Upgrades</b> | <b>\$4.1 to \$4.2 million</b>   |
| <b>Opinion of Cost – Key Elements of Downstream Irrigation Pipelines</b>        | <b>\$5.7 to \$5.8 million</b>   |

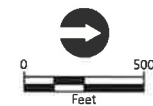
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**SOURCE:** Aerial ©2021 Microsoft Corporation  
 ©2021 Maxar ©CNES (2021) Distribution Airbus DS  
**HORIZONTAL DATUM:** Washington State Plane  
 North Zone, NAD83, U.S. Survey Feet  
**VERTICAL DATUM:** NAVD88

**LEGEND:**

- Parcels (Clallam County GIS)
- Existing Irrigation Ditches and Laterals (GIS 2013)
- Existing Irrigation Pipelines (GIS 2013)
- Existing Contours (2' & 10' Intervals)
- Proposed Contours (2' & 10' Intervals)
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- Primary Seismic Deformation Zone
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- Proposed Full Reservoir Water Surface for Option E1
- Proposed Full Reservoir Water Surface from 2016 Concept Design
- Proposed Full Reservoir Water Surface from 2021 30% Design
- Cross Section Location and Designation



Public Map: 04/04/2024 10:50 AM (GMT-8)  
 Project: 04/04/2024 10:50 AM (GMT-8) Project: 04/04/2024 10:50 AM (GMT-8) Project: 04/04/2024 10:50 AM (GMT-8)



**Figure E4-1**  
**Plan View: Option E4**  
 Dungeness Off-Channel Reservoir

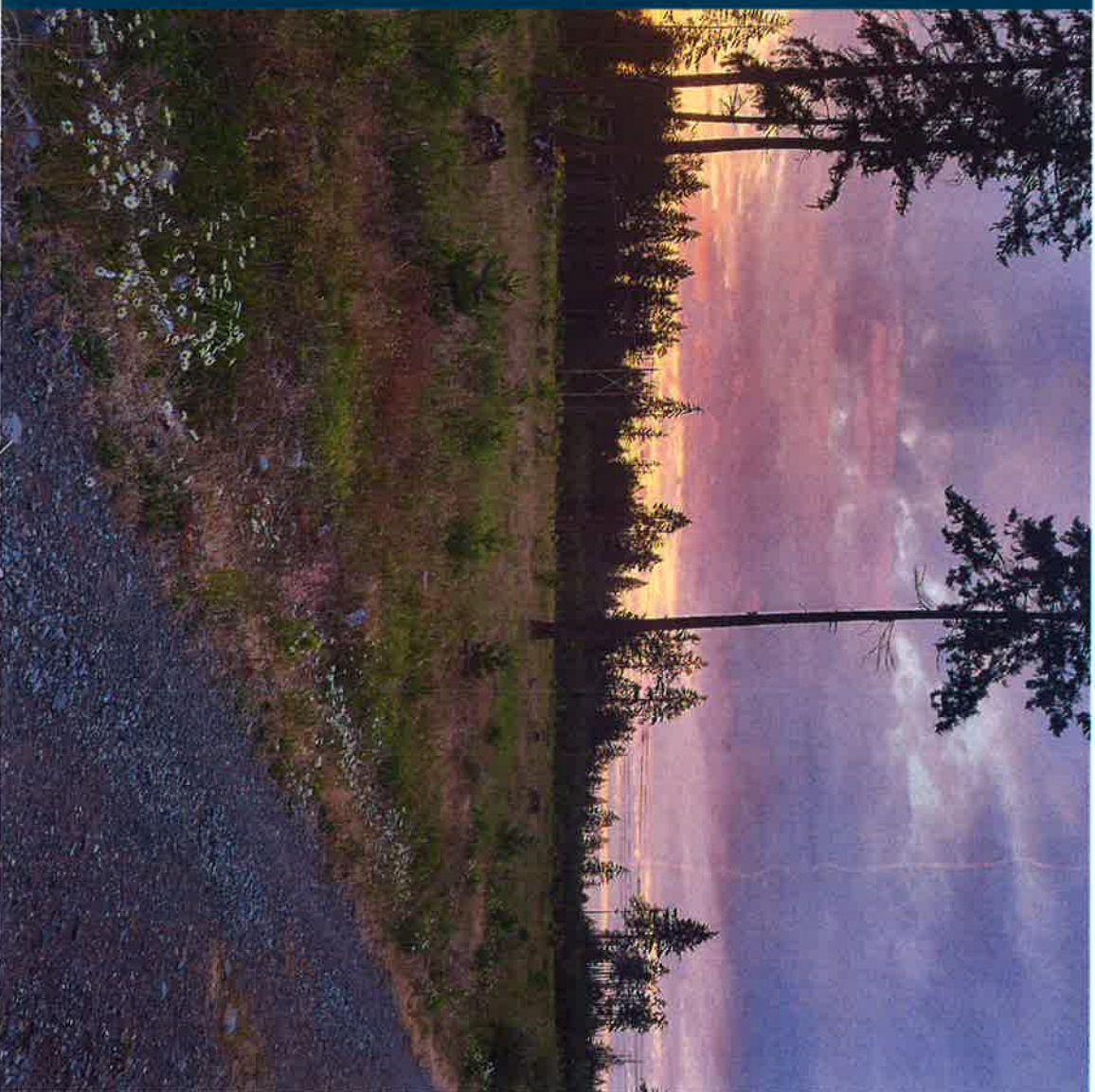


# Dungeness Reservoir Progress Update to Clallam County Board of Commissioners

Presented by:

David Rice, PE – Anchor QEA

July 1, 2024



# Overview of Presentation

- Summary of work completed since last presentation to the County Board of Commissioners (August 2023)
- Overview of Phase 1 Seismic Fault Investigation Study
- Overview of additional reservoir configurations evaluated
- Recommended next steps

# Summary of Work Completed

August 2023 – June 2024

# Public Comment and Response

- Meeting with Dungeness Meadows Homeowner's Association (HOA)
  - November 1, 2023
  - Hosted at Dungeness Meadows HOA club house
  - Included other neighbors of the reservoir site
- Frequently Asked Questions Document Updates
  - Original version was completed early in 2023
  - Some of the information has changed
  - Currently working to update the document
- Additional Public Meetings
  - County staff planning to coordinate a public meeting during the summer of 2024

# Coordination with Dungeness Reservoir Work Group

- Meetings with Dungeness River Work Group
  - Monthly, or as often as required
  - Presentation to Work Group on June 20, 2024
- Coordination with County Board of Commissioners
  - Staff continue to brief the County Board of Commissioners on key issues
  - This presentation includes the information presented to the Work Group last week

## Other Work Completed or Underway

- Phase 1 Seismic Fault Investigation Study
- Completion of a QAPP for surface water sampling
- Coordination with DNR for property acquisition
- Review of additional “Option E” reservoir configurations
- Preparation for site cleanup
- Preliminary designs for elements upstream of reservoir (HID headgate structure upgrades, screening facility upgrades, settling basin, pipeline to replace HID Main Canal, flow control structure)
- Review of diversion/pipeline capacity, drought pumping, and flow benefit
- County working with Washington Water Trust on water rights and reservoir water balance model

# Phase 1 Seismic Fault Investigation

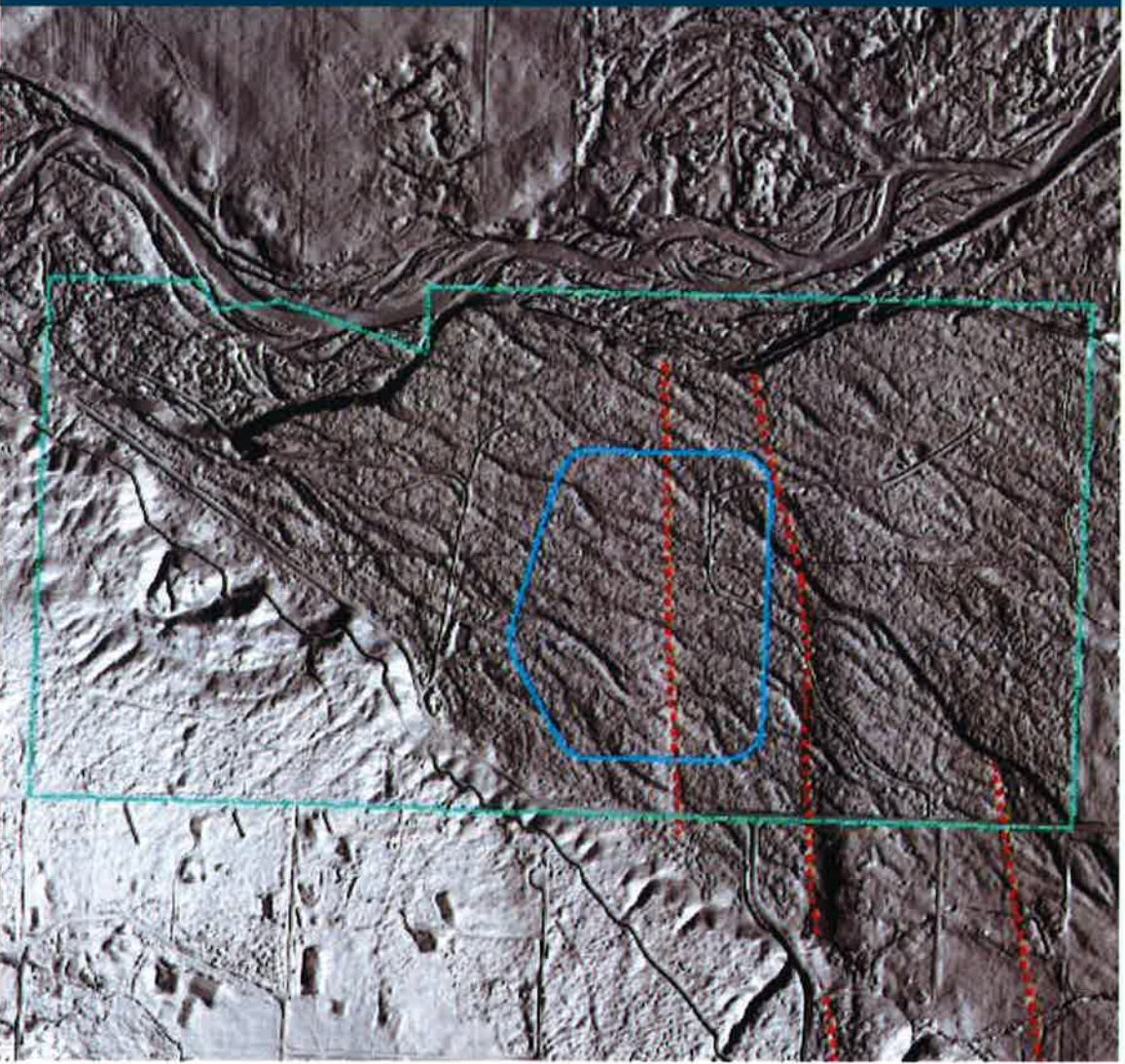
# Seismic Review – Prior to Preliminary Design

- 2007 USGS Study
  - Fault line mapped at site, referred to as “Sequim Fault”
  - Study did not provide explanation or basis for mapping
- 2020 PanGEO Report
  - County contracted with PanGEO to complete feasibility review
  - Review of available geologic information
  - Site review with geologists from USGS
  - Initial geologic map and LiDAR topographic data review
  - Found no explanation of mapping of “Sequim Fault”
  - Found “no identifiable evidence of faulting in the project area”
  - Recommended review of excavations for any “soil anomalies”



# April 2023 Review by Shannon & Wilson

- Initial desktop review, including analysis and interpretation of LiDAR topographic data for potential surface deformation
- Site review
- Identified subtle linear topographic features (lineaments) that suggest presence of faults



## Detailed Seismic Investigation – Step 1

1. Present Results of Seismic Geologic Reconnaissance

2. Detailed Desktop Review and Reporting

LiDAR point cloud processing for higher resolution

Additional research into Sequim Fault and related studies

Review of geologic mapping within the Dungeness River valley

Extension of lineament mapping to east and west

Detailed LiDAR analyses

Research of paleochannels and geochronology

Review of regional geologic and glacial history

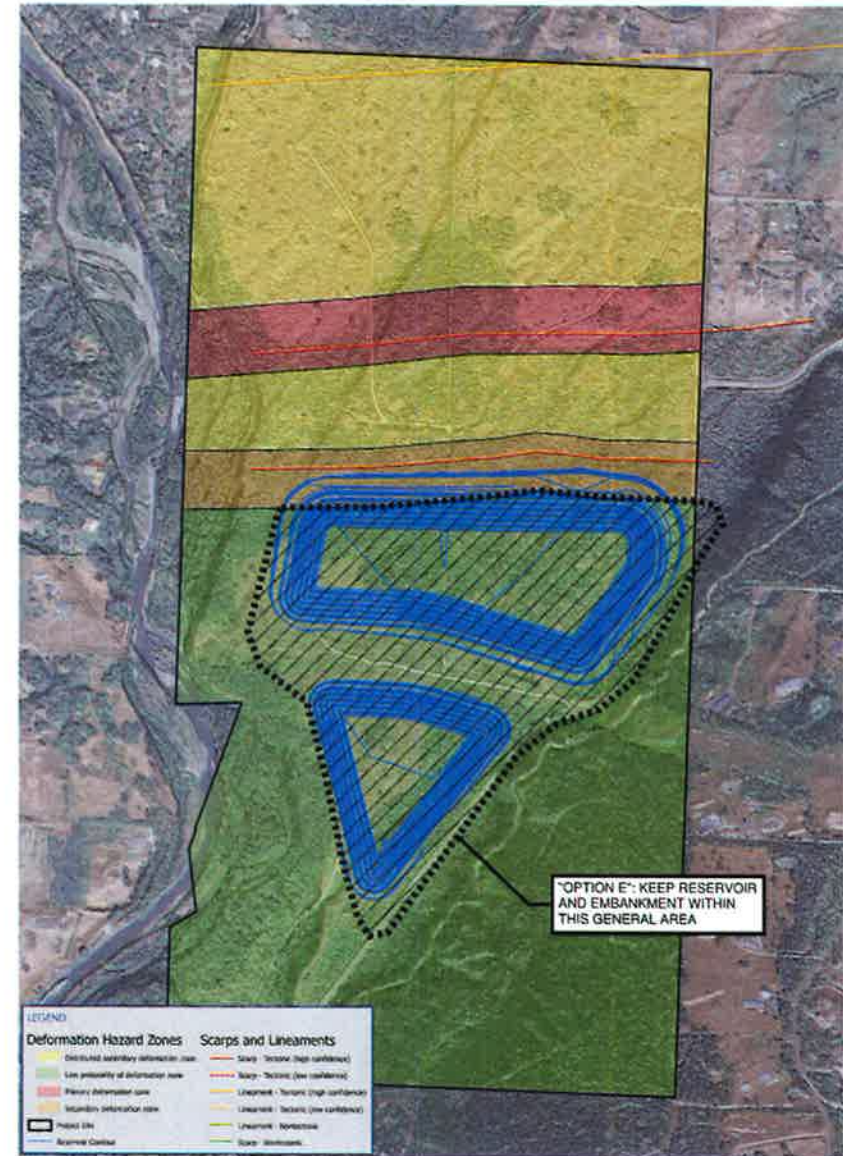
Report Development

## Key Findings

- Findings support the hypothesis that an active fault zone crosses the proposed reservoir site
- Primary, secondary, distributed secondary deformation zones identified, where findings suggest that fault rupture could cause deformation
- Low probability deformation zone identified where no evidence was found of past surface deformation
- Preliminary displacement estimates provided for primary, secondary, distributed secondary deformation zones

# Recommendations

- If possible, shift reservoir south so that primary structural embankment and reservoir are within the low probability deformation zone
- Perform additional seismic hazard analyses to support the design
- Excavation slopes should be observed during reservoir construction by a Licensed Geologist



# "Option E" Reservoir Configurations

10/10/2014

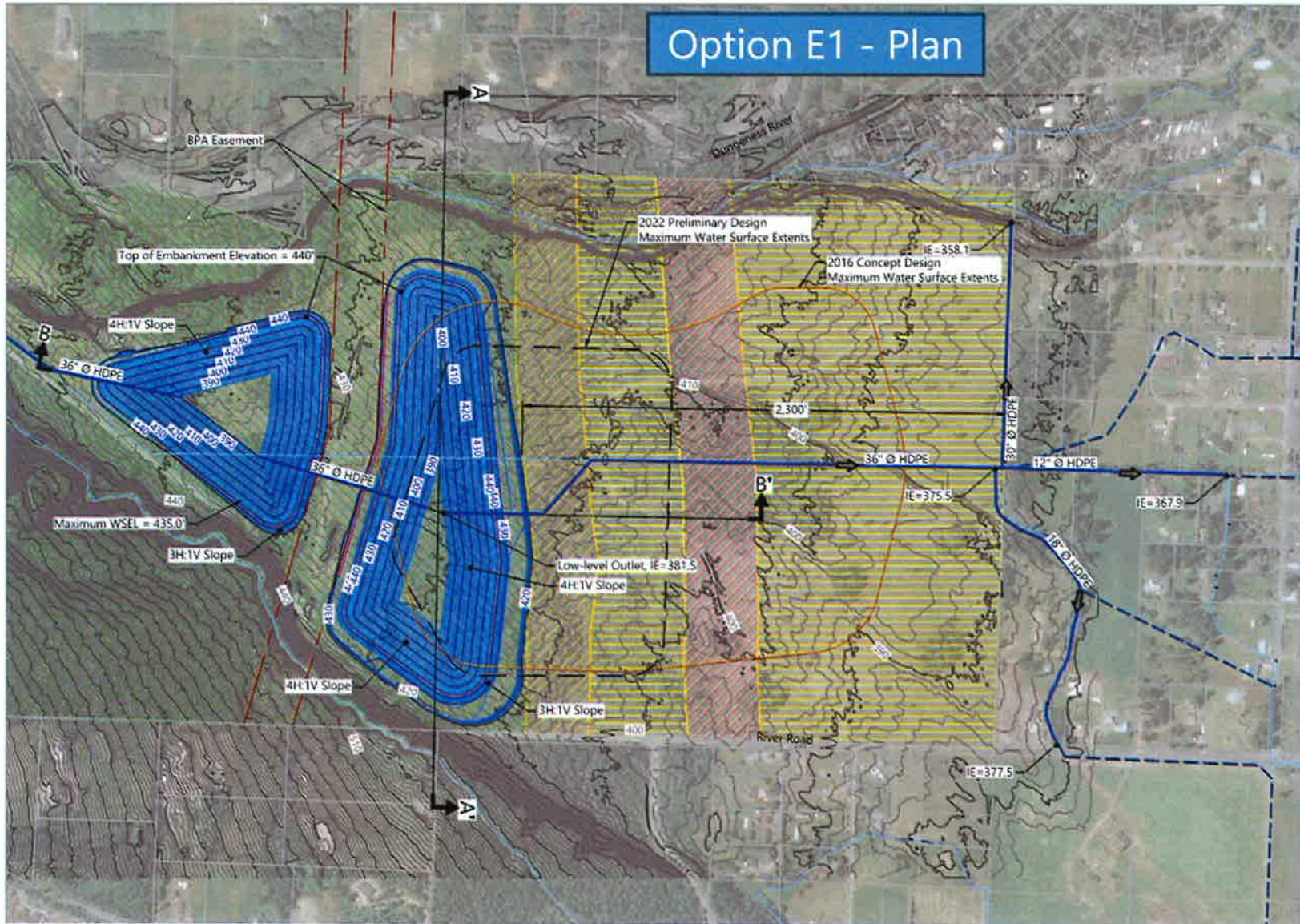
# Prior Reservoir Configurations Considered

- Preliminary Design
- Options A – C Reservoir Configurations
  - Designed to be responsive to public comment about height of embankment and volume of water stored above-ground
- Option D Reservoir Configuration
  - Completed after seismic reconnaissance to look at potential for shifting reservoir south to avoid overlap with fault zone mapped by Shannon & Wilson
  - Also designed to be responsive to public comment about height of embankment and volume of water stored above-ground
  - Configured to minimize impact on BPA easement

## "Option E" Reservoir Configurations

- Four additional reservoir configurations considered
- Intended to be responsive to recommendations of Phase 1 Seismic Fault Investigation Study
  - If possible, shift reservoir south so that primary structural embankment and reservoir are within the low probability deformation zone
- Also intended to be responsive to public comment about height of embankment and volume of water stored above-ground

## Option E1 - Plan



**SOURCE:** Aerial ©2021 Microsoft Corporation  
 ©2021 Maxar ©CNES (2021) Distribution Airbus DS  
**HORIZONTAL DATUM:** Washington State Plane  
 North Zone, NAD83, U.S. Survey Feet  
**VERTICAL DATUM:** NAVD88

### LEGEND:

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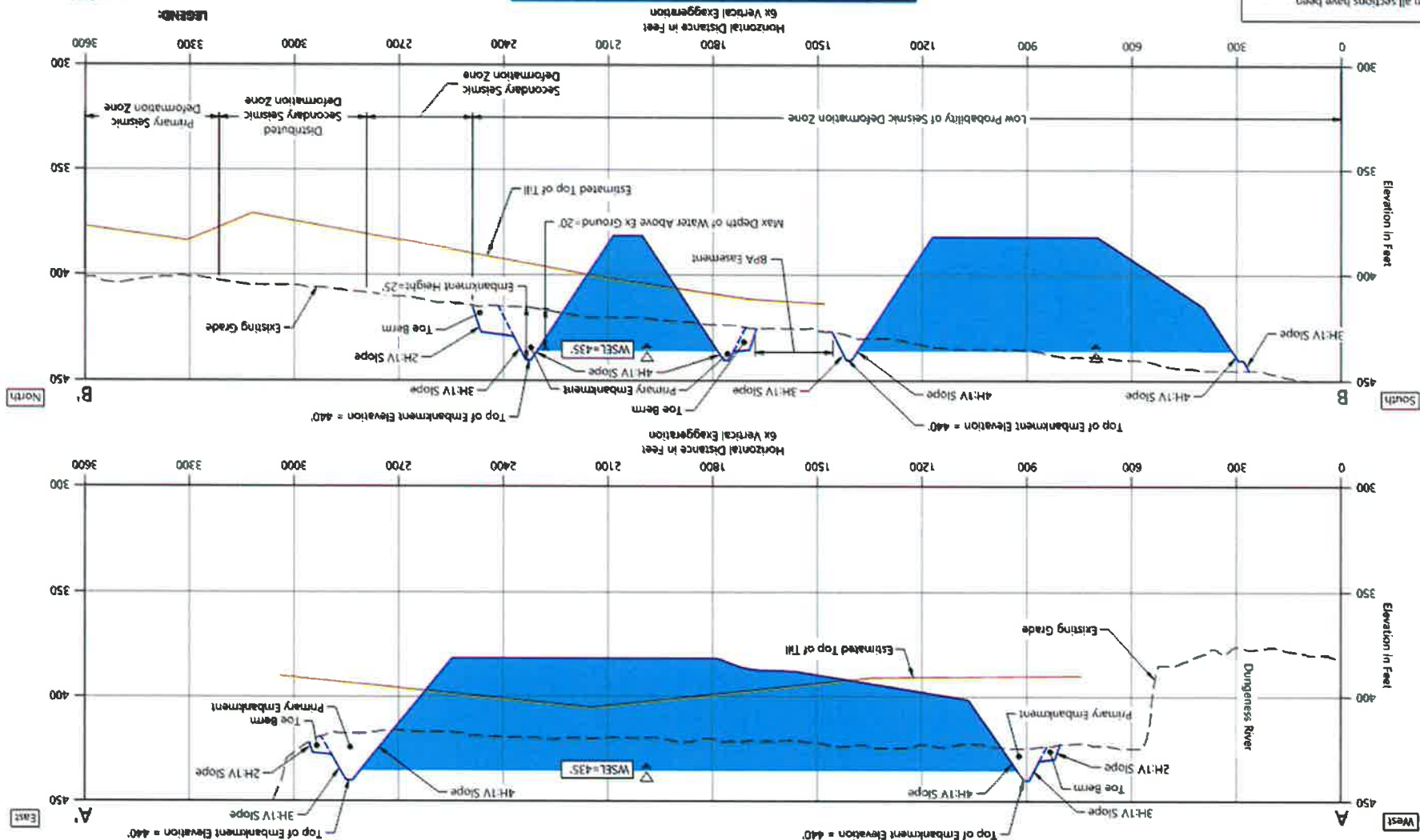
A  
L



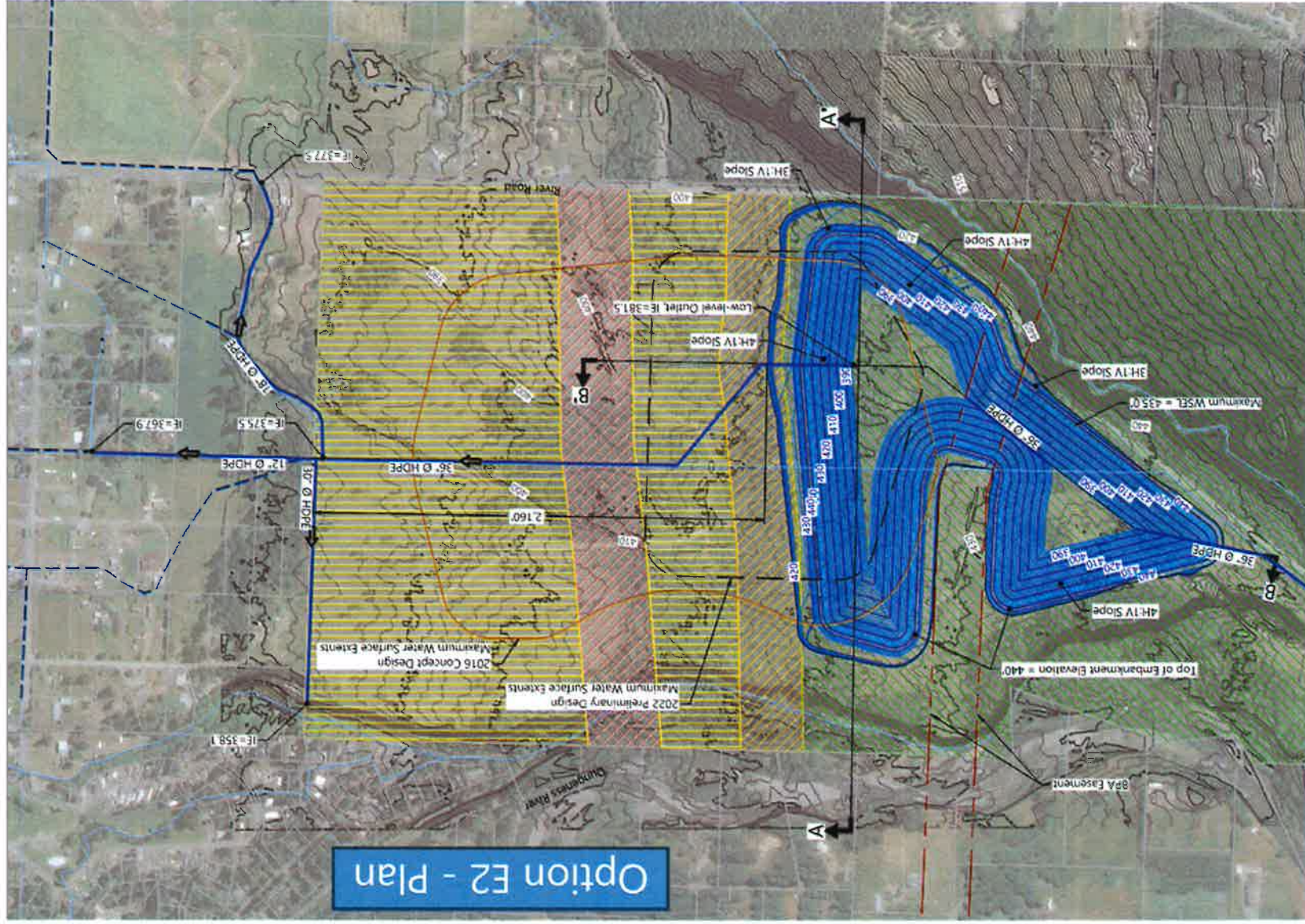
# Option E1 - Sections

NOTE: Vertical scales on all sections have been exaggerated 6x larger than the horizontal scale to allow the sections to fit within the dimensions of the page. The slopes appear steeper and heights appear larger than they would if the vertical and horizontal scales were equal.

LEGEND:  
 Existing Grade  
 Proposed Grade  
 Proposed Water Surface Elevation  
 Estimated Tilt



# Option E2 - Plan

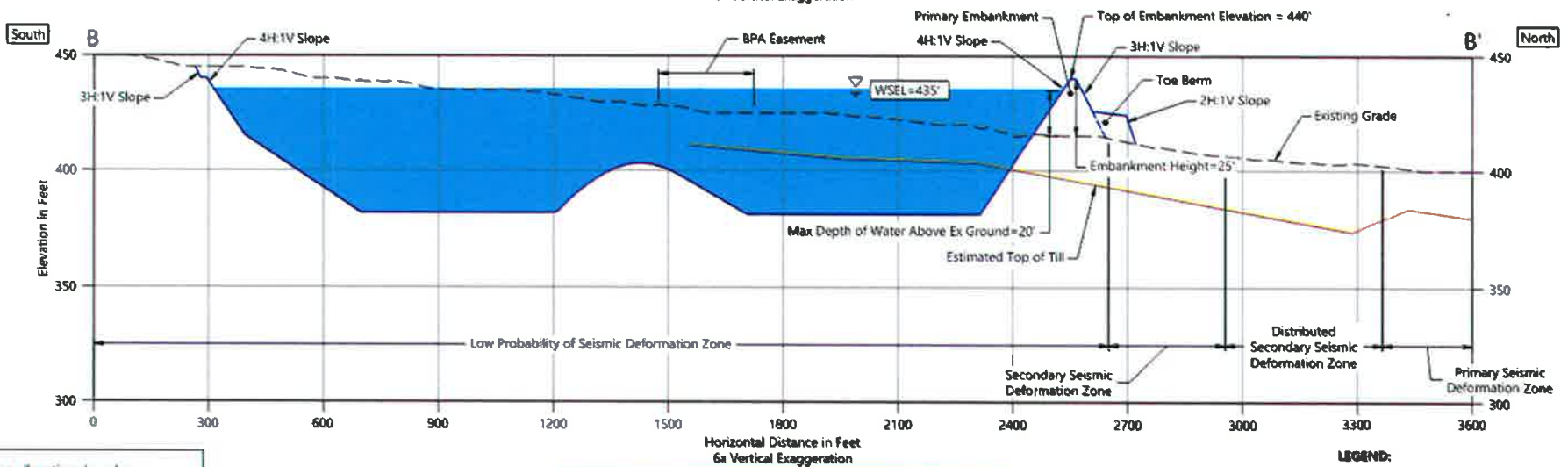
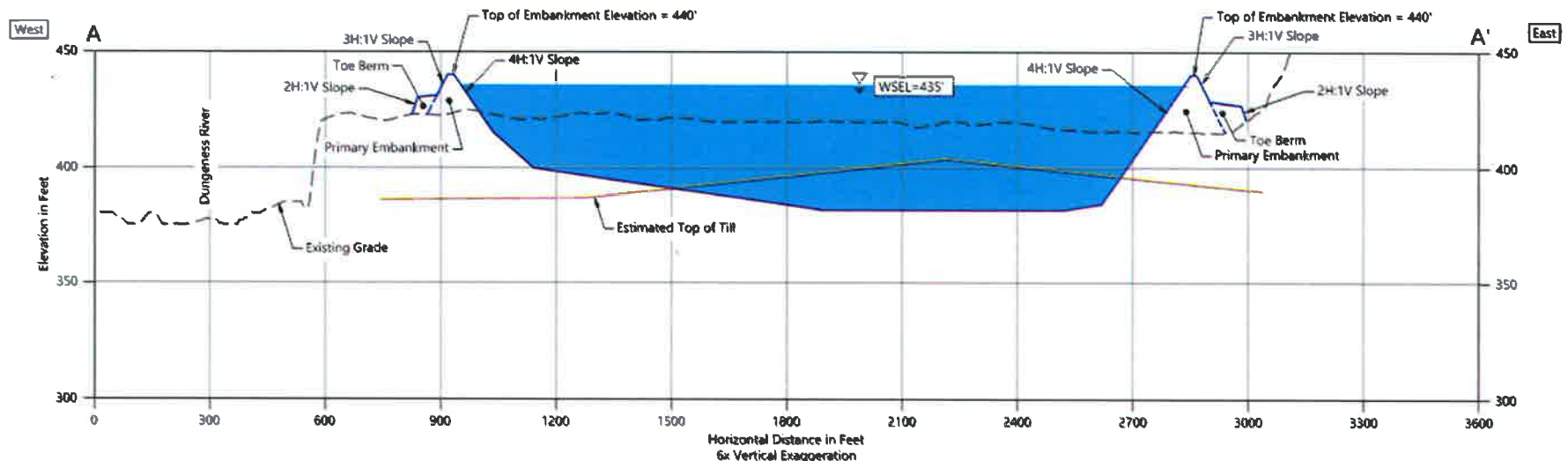


## LEGEND:

- Existing Irrigation Pipelines (GIS 2013)
- Existing Irrigation Ditches and Laterals (GIS 2013)
- Primary Seismic Deformation Zone
- Secondary Seismic Deformation Zone
- Distributed Secondary Seismic Deformation Zone
- Low Probability of Seismic Deformation Zone
- Proposed Irrigation Pipeline
- Proposed Full Reservoir Water Surface for Option E2
- Proposed Full Reservoir Water Surface from 2016 Concept Design
- Proposed Full Reservoir Water Surface from 2021 30% Design
- Cross Section Location and Designation



**SOURCE:** Aerial ©2021 Microsoft Corporation  
 ©2021 Maxar ©CNES (2021) Distribution Airbus DS  
**HORIZONTAL DATUM:** Washington State Plane NAD83, U.S. Survey Feet  
**VERTICAL DATUM:** NAVD83



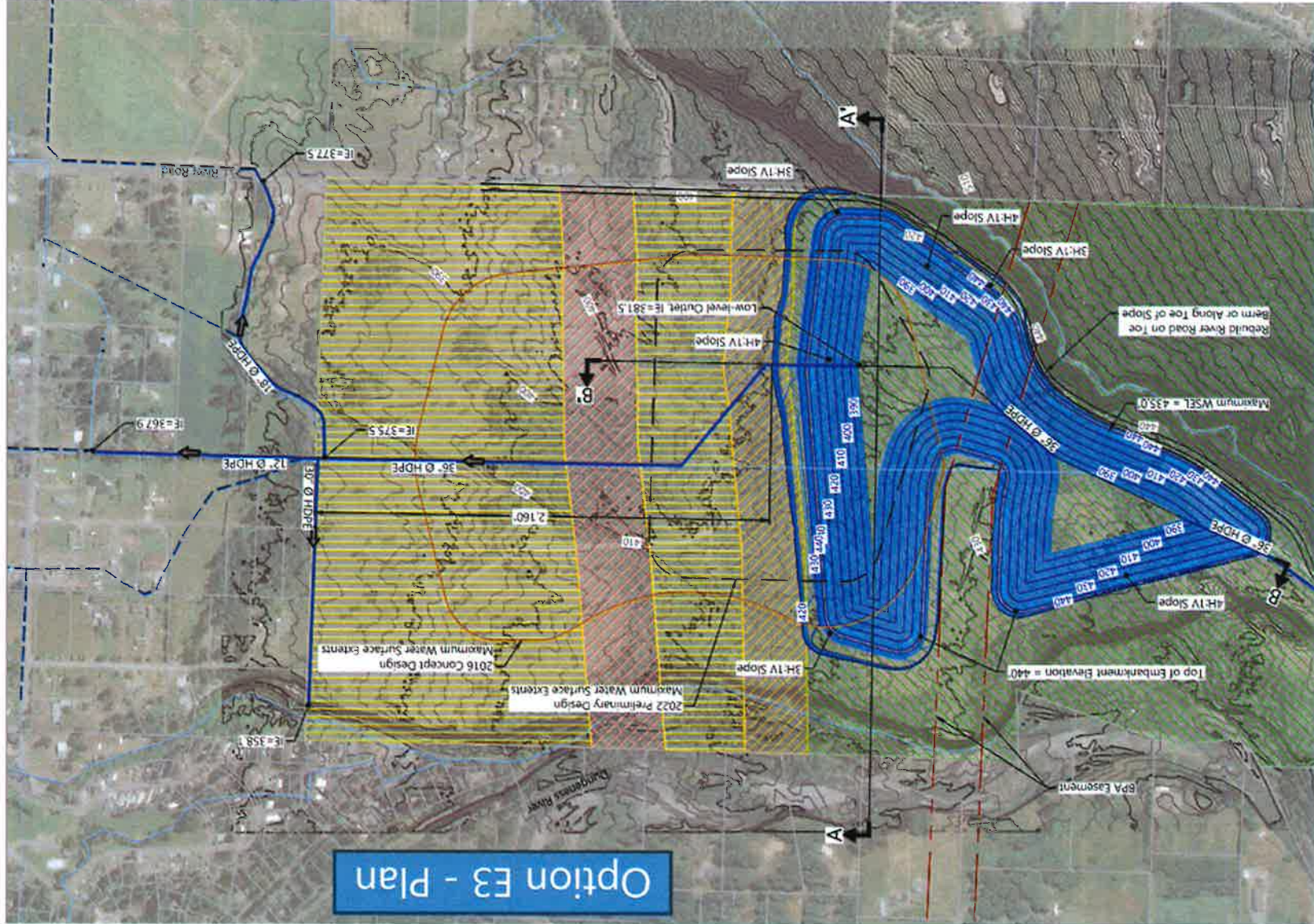
**NOTE:**  
Vertical scales on all sections have been exaggerated 6x larger than the horizontal scale to allow the sections to fit within the dimensions of the page. The slopes appear steeper and heights appear larger than they would if the vertical and horizontal scales were equal.

## Option E2 - Sections

**LEGEND:**

- Existing Grade
- Proposed Grade
- Proposed Water Surface Elevation
- Estimated Till

# Option E3 - Plan



**LEGEND:**

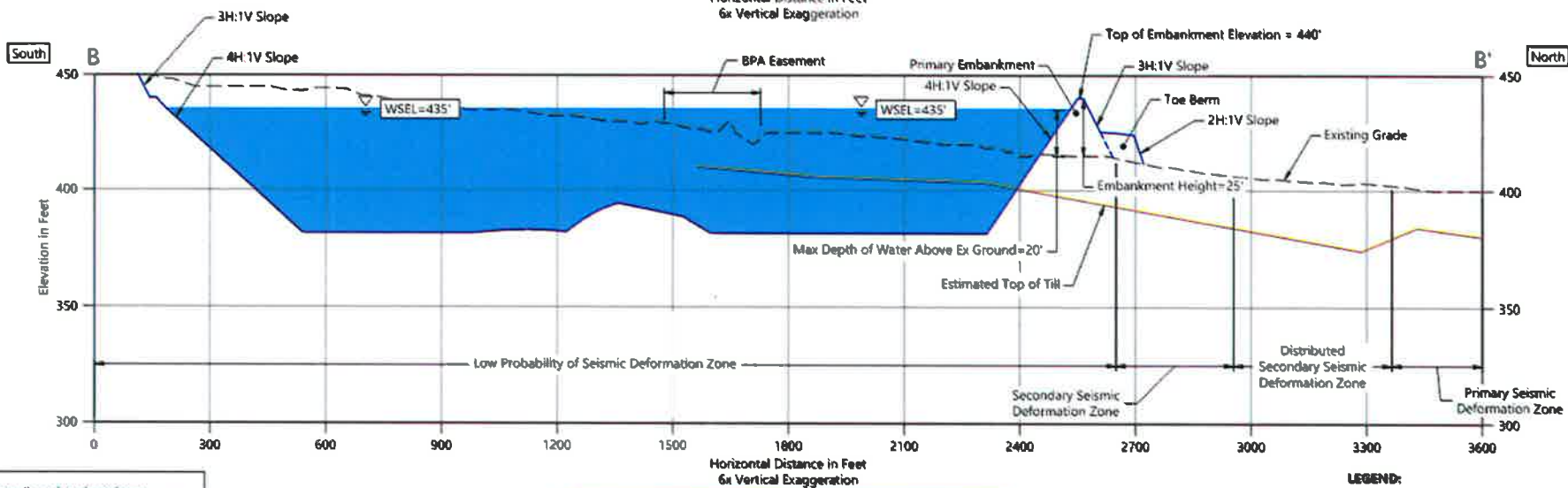
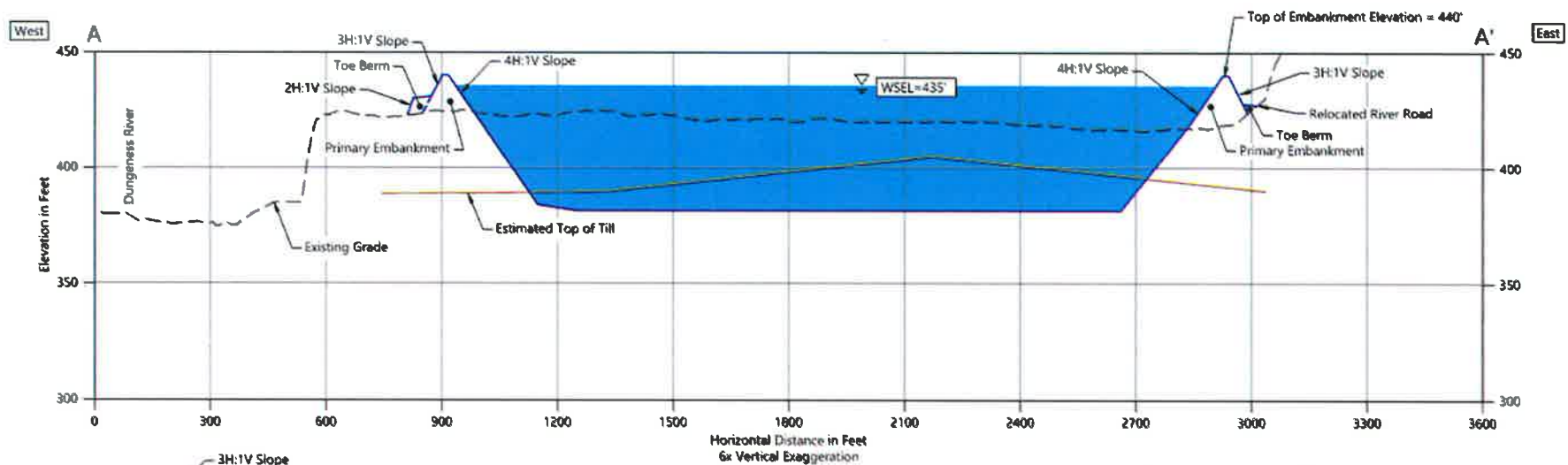
- Parcels (Clallam County GIS)
- Existing Irrigation Pipelines (GIS 2013)
- Existing Contours (2' & 10' intervals)
- Proposed Contours (2' & 10' intervals)
- Existing BPA Easement
- Primary Seismic Deformation Zone
- Secondary Seismic Deformation Zone
- Disturbed Secondary Seismic Deformation Zone
- Low Probability of Seismic Deformation Zone
- Proposed Irrigation Pipeline
- Proposed Full Reservoir Water Surface for Option E1
- Proposed Full Reservoir Water Surface from 2016 Concept Design
- Proposed Full Reservoir Water Surface from 2021 30% Design
- Cross Section Location and Designation

**VERTICAL DATUM:** NAVD83  
**HORIZONTAL DATUM:** NAD83, U.S. Survey Feet

**SOURCE:** Aerial ©2021 Microsoft Corporation  
 ©2021 Maxar ©CNES (2021) Distribution Airbus DS  
 ©2021 Maxar ©CNES (2021) Distribution Airbus DS

**Scale:** 0 to 500 Feet

**North Arrow:** (Symbol pointing up)



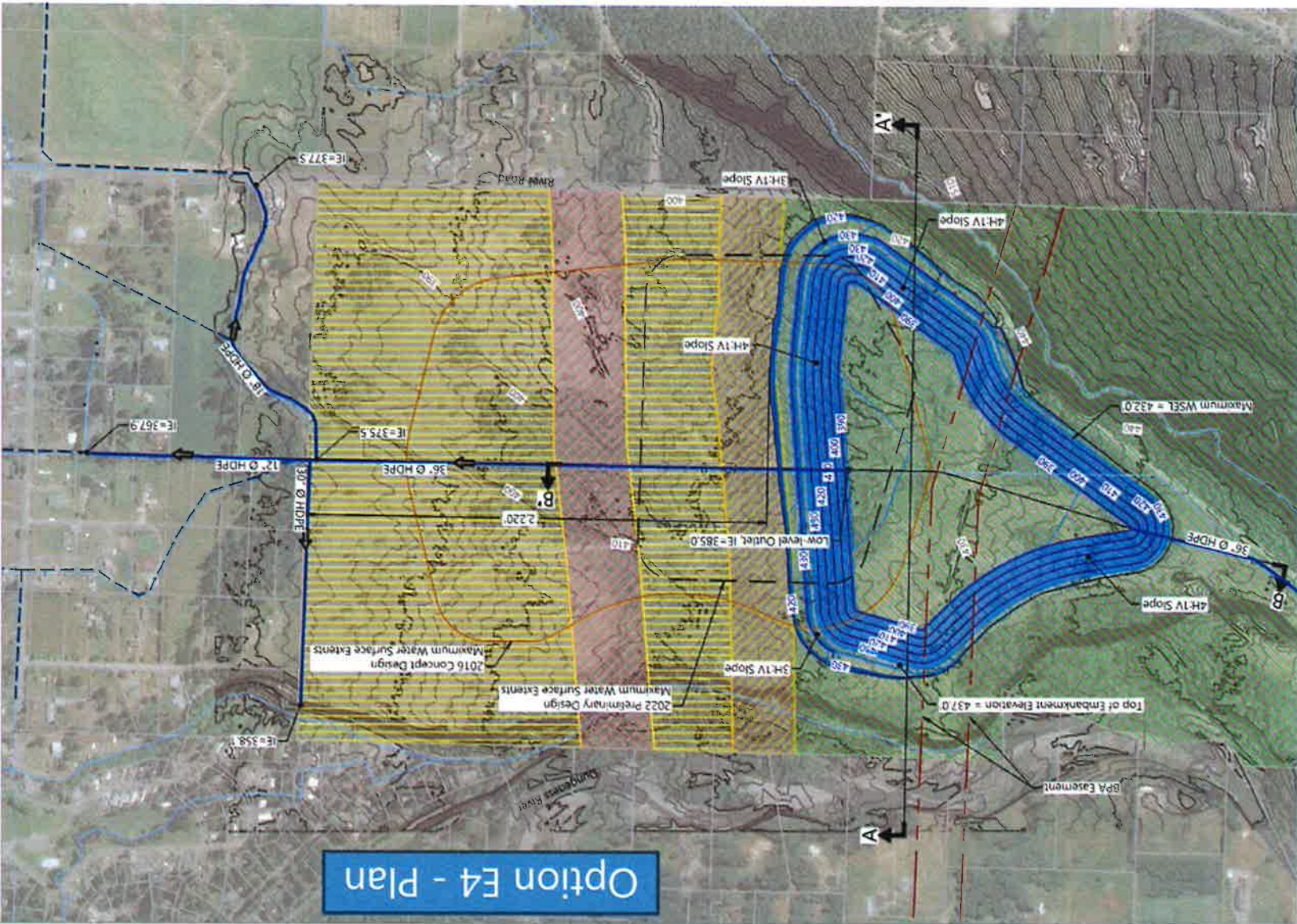
**NOTE:**  
Vertical scales on all sections have been exaggerated 6x larger than the horizontal scale to allow the sections to fit within the dimensions of the page. The slopes appear steeper and heights appear larger than they would if the vertical and horizontal scales were equal.

## Option E3 - Sections

**LEGEND:**

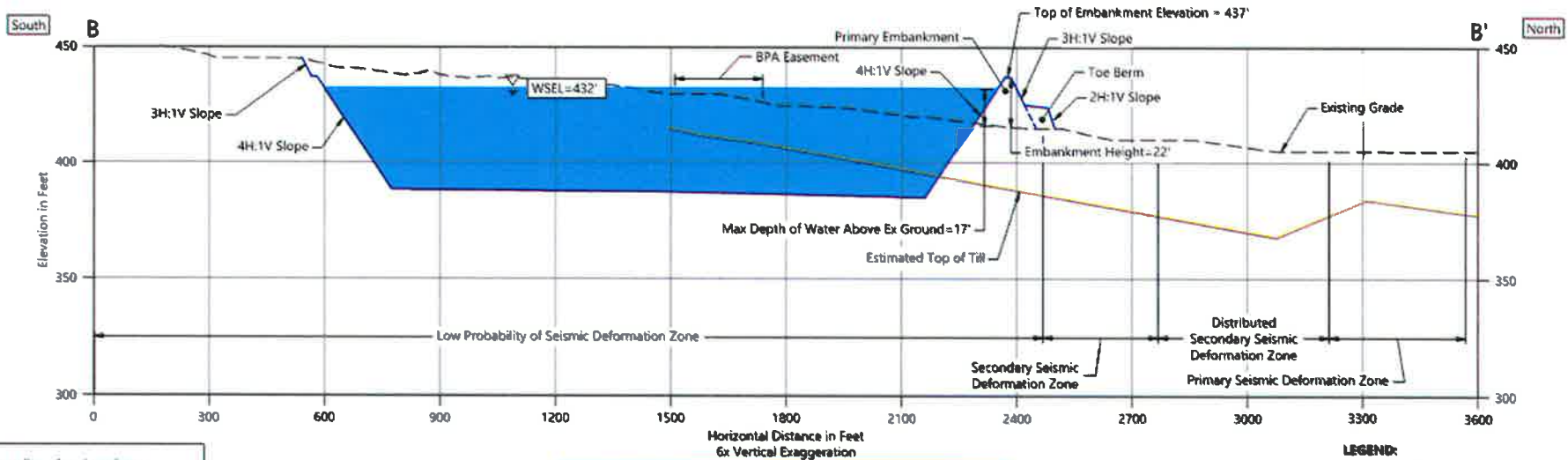
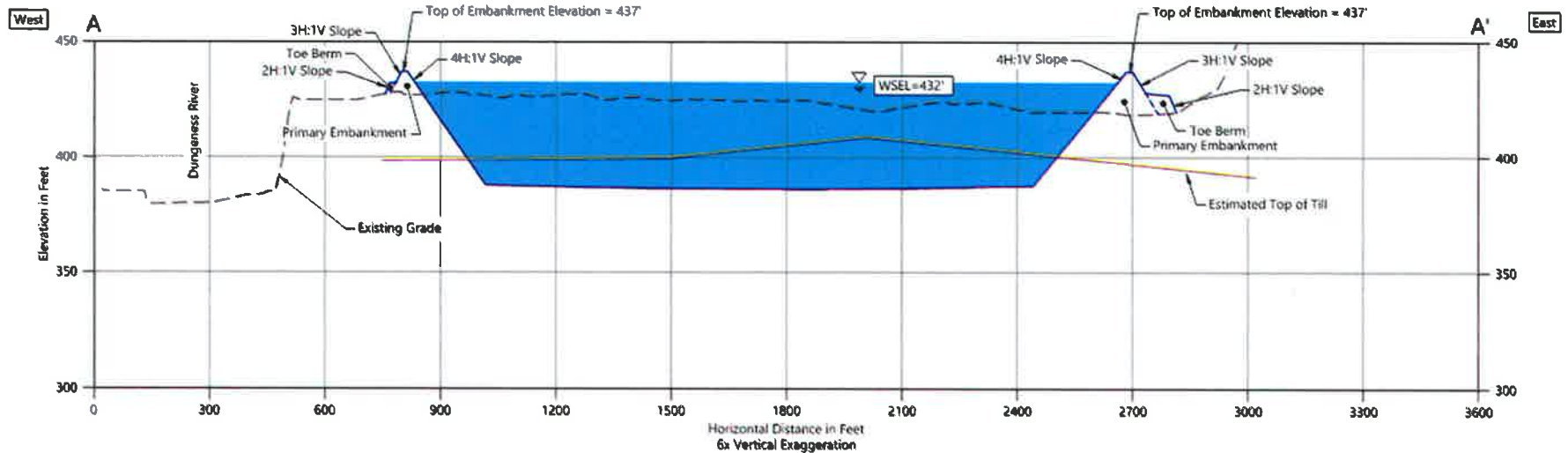
- Existing Grade
- Proposed Grade
- ▽ Proposed Water Surface Elevation
- Estimated Till

# Option E4 - Plan



- LEGEND:**
- Parcels (William County GIS)
  - Existing Irrigation Ditches and Laterals (GIS 2013)
  - Existing Irrigation Pipelines (GIS 2013)
  - Existing Contours (2' & 10' intervals)
  - Proposed Contours (2' & 10' intervals)
  - Existing BPA Easement
  - Primary Seismic Deformation Zone
  - Secondary Seismic Deformation Zone
  - Distributed Secondary Seismic Deformation Zone
  - Deformation Zone
  - Low Probability of Seismic Deformation Zone
  - Proposed Irrigation Pipeline
  - Proposed Full Reservoir Water Surface for Option E1
  - Proposed Full Reservoir Water Surface from 2016 Concept Design
  - Proposed Full Reservoir Water Surface from 2021 30% Design
  - Cross Section Location and Designation
- SOURCE:** Aerial © 2021 Microsoft Corporation  
 © 2021 Maxar © CNES (2021) Distribution Airbus DS  
**HORIZONTAL DATUM:** Washington State Plane North Zone, NAD83, U.S. Survey Feet  
**VERTICAL DATUM:** NAVD83





**NOTE:**  
Vertical scales on all sections have been exaggerated 6x larger than the horizontal scale to allow the sections to fit within the dimensions of the page. The slopes appear steeper and heights appear larger than they would if the vertical and horizontal scales were equal.

## Option E4 - Sections

**LEGEND:**

- Existing Grade
- Proposed Grade
- ▽ Proposed Water Surface Elevation
- Estimated Till

## Limitations and Additional Work Required

- Coordination with BPA to understand constraints and limitations of work in and adjacent to the BPA easement
- Review with funding partners
- Public meeting and outreach
- Additional analyses
  - Geotechnical site investigations
  - Seismic analyses
  - Updated hydrologic and hydraulic analyses

# Summary of "Option E" Reservoir Configurations

| Design Variable                              | Option E1                  | Option E2       | Option E3       | Option E4       |
|----------------------------------------------|----------------------------|-----------------|-----------------|-----------------|
| Max. WSEL                                    | 435 feet                   | 435 feet        | 435 feet        | 432 feet        |
| Storage Capacity                             | 959 Acre-feet              | 1,236 Acre-feet | 1,465 Acre-feet | 1,610 Acre-feet |
| Max. Flow Benefit (Days at 25-cfs release)   | 19.3 days                  | 24.9 days       | 29.5 days       | 32.5 days       |
| Max. Flow Benefit (Flow over 32-day release) | 15.1 cfs                   | 19.5 cfs        | 23.1 cfs        | 25.4 cfs        |
| Max. Height of N Embankment                  | 25 feet±                   | 25 feet±        | 25 feet±        | 22 feet±        |
| Max. Depth of Water Above Ex Ground          | 20 feet±                   | 20 feet±        | 20 feet±        | 17 feet±        |
| % Storage Capacity Below Ex Ground           | 67% (North)<br>77% (South) | 76%             | 79%             | 85%             |
| Total Excavation                             | 1,107,452 CY               | 1,513,551 CY    | 1,875,689 CY    | 2,215,977 CY    |
| Total Fill Required                          | 395,657 CY                 | 420,620 CY      | 408,010 CY      | 257,931 CY      |
| Distance from N Property Boundary            | 2,390 feet                 | 2,320 feet      | 2,320 feet      | 2,320 feet      |

Notes:

CY: Cubic Yard

Ex: Existing

Max.: Maximum

N: North

WSEL: Water Surface Elevation

# Summary of "Option E" Reservoir Configurations

| Design Variable                                     | Option E1                | Option E2                | Option E3                | Option E4                |
|-----------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Reservoir and Appurtenances:</b>                 |                          |                          |                          |                          |
| Opinion of Probable Construction Costs <sup>1</sup> | \$33.3 Million           | \$36.7 Million           | \$41.2 Million           | \$40.8 Million           |
| Other Costs Not Already Contracted <sup>2</sup>     | \$3.0 to \$4.0 Million   | \$3.4 to \$4.4 Million   | \$3.7 to \$4.8 Million   | \$3.7 to \$4.8 Million   |
| Total                                               | \$36.3 to \$37.3 Million | \$40.1 to \$41.1 Million | \$44.9 to \$46.0 Million | \$44.5 to \$45.6 Million |
| <b>Intake, Settling Basin, Inlet Pipelines:</b>     |                          |                          |                          |                          |
| Opinion of Probable Construction Costs <sup>1</sup> | \$3.8 Million            | \$3.8 Million            | \$3.8 Million            | \$3.8 Million            |
| Other Costs Not Already Contracted <sup>2</sup>     | \$0.3 to \$0.4 Million   | \$0.3 to \$0.4 Million   | \$0.3 to \$0.4 Million   | \$0.3 to \$0.4 Million   |
| Total                                               | \$4.1 to \$4.2 Million   | \$4.1 to \$4.2 Million   | \$4.1 to \$4.2 Million   | \$4.1 to \$4.2 Million   |
| <b>Downstream Irrigation Pipelines:</b>             |                          |                          |                          |                          |
| Opinion of Probable Construction Costs <sup>1</sup> | \$4.8 Million            | \$4.8 Million            | \$4.8 Million            | \$4.8 Million            |
| Other Costs Not Already Contracted <sup>2</sup>     | \$0.9 to \$1.0 Million   | \$0.9 to \$1.0 Million   | \$0.9 to \$1.0 Million   | \$0.9 to \$1.0 Million   |
| Total                                               | \$5.7 to \$5.8 Million   | \$5.7 to \$5.8 Million   | \$5.7 to \$5.8 Million   | \$5.7 to \$5.8 Million   |

Notes:

- 1) Opinion of probable construction costs inflated to June 2024.
- 2) Other costs include additional design costs that have not been contracted and an allowance for construction administration.



# Summary of Construction Funding Secured or Pending

| <b>Funding Source</b>                                                                      | <b>Amount</b>       |
|--------------------------------------------------------------------------------------------|---------------------|
| Ecology Streamflow Restoration (for Reservoir and Appurtenances)                           | \$3,955,699         |
| FEMA Hazard Mitigation (for Reservoir and Appurtenances)                                   | \$29,986,688        |
| U.S. Bureau of Reclamation WaterSMART (for Intake, Screen, Settling Basin, Inlet Pipeline) | \$2,427,700         |
| Natural Resources Conservation Service (for HID Main Canal Pipeline)                       | \$2,727,870         |
| <b>Total Construction Funding for Reservoir and Appurtenances</b>                          | <b>\$33,942,387</b> |
| <b>Total Construction Funding for Intake, Screen, Settling Basin, Inlet Pipelines</b>      | <b>\$5,145,570</b>  |
| <b>Total Construction Funding for Downstream Irrigation Pipelines</b>                      | <b>\$0</b>          |

# Next Steps



## Recommended Next Steps and Timeline

- **July 2024:** Meet with BPA to confirm constraints on working in BPA easement
- **July 2024:** Finish updating Frequently Asked Questions document
- **July 2024:** Complete preliminary designs for elements upstream of reservoir (HID Headgate Structure Upgrades, HID Screen Facility Upgrades, Settling Basin, Pipeline to Replace HID Main Canal, Flow Control Structure)
- **July 2024:** Finalize memorandums on pipeline capacity and flow rates used for design
- **July 2024:** Meet with Jamestown S'Klallam Tribe and Dungeness Water Users Association to discuss intake and screening facility upgrades, pipeline capacity and design, drought pumping, flow benefit, etc.
- **August 2024:** Select preferred reservoir configuration based on BPA limitations and recommendations from the Dungeness Reservoir Work Group
- **August-September 2024:** Hold Public Meeting

## Recommended Next Steps

- **August-September 2024:** Update geotechnical site exploration plan based on preferred reservoir configuration
- **August-October 2024:** Update preliminary designs to reflect preferred reservoir configuration
- **August-October 2024:** Complete water rights framework, water balance work
- **September-October 2024:** Complete cleanup of old "Sequim Dump" site
- **September-November 2024:** Schedule and initiate geotechnical field work
- **December 2024:** Initiate environmental permitting using updated preliminary designs
- **Ongoing:** Continue to meet monthly, or as needed, with the Dungeness Reservoir Work Group
- **December 2024-December 2025:** Complete detailed design and permitting



## Questions and Discussion



ES  
JUL 0 1 2024  
1pm

## AGENDA ITEM SUMMARY

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

**Department: BOCC - Administrator**

**Executive Session ☒ Meeting Date: July 1, 2024 at 1 p.m.**

**Item summary:**

☒ **Other – Executive Session**

**Executive summary:**

The Board of County Commissioners, pursuant to RCW 42.30.080, has scheduled a special meeting to be held at 1 p.m., Monday, July 1, 2024 in the Commissioner's Board Room, 223 East 4<sup>th</sup> Street, Port Angeles, Room 160.

The purpose of the special meeting is to facilitate an Executive Session with the Prosecuting Attorney's Office, per RCW 42.30.110. No virtual option will be available.

The Executive Session is to discuss the following item(s):

- ☒ The purchase or sale of real estate
- ☐ Evaluate the qualifications of an applicant for public employment, or to review the performance of a public employee
- ☒ Agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party...
- ☐ Collective bargaining...during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress. (RCW 42.30.140)

The Board of County Commissioners will take no action while in Executive Session but reserves the right to take action at the conclusion of the Executive Session once it is back in open session.

**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?)  
Hold Executive Session discussion. Any action will be taken in open session.

**County Official signature & print name:**  Administrator Mielke

**Name of Relevant Department/Employee/Stakeholder attending meeting:** Board of Commissioners, Administrator Mielke, Risk Management Reyes, Prosecuting Attorney's Office Boughton, Department of Community Development Emery

**Date submitted: 6-17-24**

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

Executive Session Litigation & Real Estate 7-1-24

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

Revised: 3-04-2019