AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Tuesday, June 29, 2021 – 9:00 a.m.

****ATTENTION****

In response to the current Governors order Clallam County has moved Phase 3 of the Healthy Washington Roadmap to Recovery Plan. To be in compliance with the Healthy Washington Roadmap to Recovery Plan the following general requirements for COVID safety for meetings held in the Board of Commissioners Board Room are as follows:

1. All attendees are encouraged to provide contact information on a sign in sheet which will be retained for 28 days for contact tracing purposes.

2. Public seating areas and Board member seating must be arranged to ensure physical distancing is maintained.

3. Meeting attendees must follow current face covering guidelines.

4. No food or drink should be consumed in the BOCC Board Room.

5. Meeting organizers shall clean or arrange to have cleaned high-touch surfaces before and after each meeting.

6. Hand sanitizing stations will be available in the BOCC Board Room.

7. Keep doors and windows open where possible to improve ventilation.

8. The Chair of the meeting shall ensure current masking and social distancing practices are enforced and practiced by all event attendees.

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

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA – Any Commissioner may remove items for discussion

1a. Approval of vouchers for the week of June 21

Approval of vouchers

1b. Approval of payroll for the period ending June 15

Approval of payroll

1c. Approval of minutes for the week of June 21

Approval of minutes

1d. Proclamation recognizing the week of June 20 as Korean War Remembrance Week

Proclamation

REPORTS AND PRESENTATIONS
*** Recognizing Sherry Stout for 7 years of service to Clallam County**

Certificate

CONTRACTS AND AGREEMENTS

2a. Agreement with Washington State Department of Transportation for Sequim Dungeness Way and Woodcock Road Intersection Project

Agreement

2b. Agreement with Washington State Department of Transportation for Olympic Discovery Trail from the Forks Calawah River Park to the Sitkum-Sol Duc Road (aka A Road)

Agreement

2c. Agreement amendment 8 with Shannon & Wilson, Inc. for the Dungeness River Floodplain Restoration

Agreement amendment 8

2d. Agreement with The Answer for Youth (TAFY) for Homeless Task Force Funds/$78,952

Agreement

2e. Agreement with The Answer for Youth (TAFY) for Homeless Task Force Funds/$25,850

Agreement

2f. Agreement with The Answer for Youth (TAFY) for Affordable Housing Funds/$11,410

Agreement

2g. Agreement with North Olympic Regional Veteran's Housing Network for Homeless Task Force Funds/$81,618

Agreement

2h. Agreement with North Olympic Regional Veteran's Housing Network for Affordable Housing Funds/$42,000

Agreement

2i. Agreement with Serenity House of Clallam County for Homeless Task Force Funds/$549,120

Agreement

2j. Agreement with Serenity House of Clallam County for Homeless Task Force Funds/$84,000

Agreement

2k. Agreement with Healthy Families of Clallam County for Homeless Task Force Funds/$125,307

Agreement

2l. Agreement with Healthy Families of Clallam County for Affordable Housing Funds/$71,214

Agreement

2m. Agreement with Boys and Girls Clubs of the Olympic Peninsula for Homeless Task Force Funds/$82,530

Agreement

2n. Agreement with Olympic Community Action Program (OlyCAP) for Homeless Task Force Funds/$26,000

Agreement

2o. Agreement with Habitat for Humanity of Clallam County for Affordable Housing Funds/$25,000

Agreement

2p. Agreement with Forks Abuse Program DBA Mariposa House for Homeless Task Force Funds/$75,828.10

Agreement

2q. Agreement with Concerned Citizens for Homeless Task Force Funds/$90,000

Agreement

HEARING(S) – Beginning at 10:30 a.m.

H1. Consideration of resolution adopting the following Debatable Emergencies:
Non Departmental
• Additional funding for professional services for coordination services for the County Wide Broadband Expansion Project/$3,600
• Additional funding for contract with CBG Communication for professional services for review and evaluation for the County Wide Broadband Expansion Project/$7,500
• Additional funding for the new Districting Commission contract/$5,000
Non Departmental - Hotel/Motel Tax
• Additional funding for approved Hotel/Motel Tax Fund applications/$107,142
• Additional funding for approved Hotel/Motel Fund "Keep the Lights on COVID" applications/$107,842
BOCC Operations - Additional funding for salary and benefits for additional hours of BOCC Analysis positions to be reimbursed by the American Rescue Plan/$33,828
District Court II - Additional funding for salary and benefits for appointment of new Judge and Clerk position reclassification; additional overtime for cleaning and sanitation due to COVID 19/$22,573

Parks and Facilities - REET - Transfer of funding to the Clallam Bay/Sekiu Sewer (1of2)/$48,000
Parks and Facilities - Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in May, 2021 expected to be reimbursed through FEMA/$12,532
Public Works - Clallam Bay/Sekiu Sewer
• Repayment of funds used to provide bridge working capital (1of2)/$298,000
• Transfer of funds to provide bridge working capital (2of2)/$298,000
• Transfer of funding from Parks and Facilities REET 1 to Clallam Bay/Sekiu Sewer (2of2)/$48,000
Public Works - Clallam Bay/Sekiu Sewer Cap Replace
• Repayment of funds used to provide bridge working capital (2of2)/$298,000
• Transfer of funds to provide bridge working capital (1of2)/$298,000

Debatable Emergencies

PUBLIC COMMENT – Please limit comments to three minutes

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

CONTRACTS AND AGREEMENTS

2a. Agreement with Washington State Department of Transportation for Sequim Dungeness Way and Woodcock Road Intersection Project

2b. Agreement with Washington State Department of Transportation for Olympic Discovery Trail from the Forks Calawah River Park to the Sitkum-Sol Duc Road (aka A Road)

BUDGET

3a. Notice of hearing to be held Tuesday, July 20, 2021 at 10:30 a.m. for the Mid-year 2021 Budget Review

Notice of hearing

3b. Resolution adopting the following Supplemental Appropriations:
Non Departmental - American Rescue Plan Act - Additional stimulus funding from the US Department of Treasury - American Rescue Plan Act to be obligated through December 31, 2024/$7,500,000
Health and Human Services Environmental Health - Funding for laboratory testing and monitoring of community beaches/$6,500

Supplemental Appropriations

The following meetings are scheduled for the Board of Commissioners June 28 - July 2:

Monday, June 28:
9:00 a.m. Work Session
12:00 p.m. WSAC Virtual COVID Update

Tuesday, June 29:
10:00 a.m. Board Meeting
10:30 a.m. Hearing(s) - See Agenda

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

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

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

1a
6/29/21

Date of report: June 23, 2021

General	**$147,267.86**
Other	**$213,431.70**
Total	**$360,699.56**

STATE OF WASHINGTON)
)
County of Clallam)

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

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2021.

COPY

_____COUNTY AUDITOR
SHOONA RIGGS

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

_____
MARK OZIAS, Chair

_____
BILL PEACH

COPY

_____
RANDY JOHNSON

_____
RICH SILL (County Administrator)

Weekly Expenditures

June 21 - 25, 2021

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.221	**Auditor**	125.93			
00100.241/291	**Commissioners (BOCC)**	57.92			
19914.291	BOCC - Veterans Relief		859.58		
00100.331-334	**Dept. of Community Develop't (DCD)**	5,505.93			
00100.881	**District Court II**	269.06			
11301.511	**Health & Human Services (HHS)**		70,617.92		265.50
00100.511	HHS - Environmental Health	4,028.37			
11322.511	HHS - Homeless Task Force		19,073.60		
11323.511	HHS - Chem Dep/Mental Hlth		20,003.77		
11331.511	HHS - Developmental Disabilities		3,525.50		
00100.461	**Human Resources (HR)**	4,452.00			
50401.461	HR - Risk Management		1,397.00		
00100.411	**Information Technology (IT)**	2,123.22			
00100.851	**Juvenile Services**	5,367.01		21.12	
00100.911/912	**Parks Fair Facilities (PFF)**	37,472.48		228.69	
30101.911	PFF - REET 1 (Real Estate Excise Tax)		2,102.87		
30501.911	PFF - Capital Projects		24,335.54		
00100.841-843	**Prosecuting Attorney**	694.43			
	Public Works (PW)				
10101.611	PW - Roads		30,684.23		
30401.331	PW - Dungeness Reservoir		329.60		
40201.611	PW - Solid Waste		818.22		
41401.611	PW - Clallam/Sekiu Sewer		5,441.07		
42401.611	PW - Carlsborg Sewer		470.57		
43401.611	PW - Bullman Beach Water System		578.18		
50301.611	PW - ER&R (Equip't Rental & Revolving)		20,042.54		
00100.811-815	**Sheriff**	11,495.73		16.14	
00100.816	Sheriff - Jail Medical	5,703.77			
11003.811	Sheriff - Boating Safety		597.65		
11008.811	Sheriff - OPNET Drug		145.36		
11065.811	Sheriff - OPSCAN Operations		9,642.03		161.81
11080.811	Sheriff - Inmate Commissary		669.66		
00100.861	**Superior Court**	12,337.18			
00100.861	Superior Court Jury	7,336.56			
12905.861	Superior Court - Dispute Resolution		725.00		
12911.861	Superior Court - Courthouse Facilitator		840.00		
00100.231	**Treasurer**	48,620.86			
12201.231	Treasurer - O&M (Operation & Maintenance)		104.50		
00100.931	**WSU Extension**	1,411.46			
	Total	**147,001.91**	**213,004.39**	**265.95**	**427.31**

Report Reconciliation		Totals			
Total	**360,006.30**	**General Fund**	**147,267.86**		
Final Check Lists	**360,006.30**	**Other**	**213,431.70**		
Difference	-	**Total**	**360,699.56**	**Use Tax**	**693.26**

COPY

Prepared by: _____

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
6/14/2021	U S BANK	3129	dputnam	156.00	13.73	156.00
6/14/2021	U S BANK	254059585L086323J	dputnam	84.00	7.39	84.00
6/17/2021	U S BANK	6236-Jun21	jkoon	1,838.74	161.81	4,438.17
6/17/2021	U S BANK	0945-Jun21	jkoon	183.43	16.14	1,124.53
6/29/2021	R J THOMAS MFG CO INC	240811	mearley	2,309.00	203.19	2,309.00
6/29/2021	U S BANK	4878-060721	cthompso	3,017.00	265.50	3,017.00
6/29/2021	U S BANK	DogWasteDepot 410419	mearley	144.83	12.75	144.83
6/29/2021	U S BANK	DogWasteDepot 409954	mearley	144.83	12.75	144.83
			Totals:	**7,877.83**	**693.26**	**11,418.36**

Final Check List
CLALLAM COUNTY

Auditor

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0020849	U S BANK	BS26776419162	5/19/2021	DOL SHIELD WALL FOR 3RD '	125.93	125.93
						Sub total for U S BANK:		125.93

125.93+
57.92+
5,505.93+
269.06+
4,028.37+
70,617.92+
42,602.87+
5,849.00+
2,123.22+
5,367.01+
63,910.89+
694.43+
20,042.54+
30,684.23+
7,637.64+
22,550.43+
5,703.77+
48,725.36+
5,714.16+
1,622.40+
13,902.18+
859.58+
1,411.46+
360,006.30*

0.*

0.*

Final Check List
CLALLAM COUNTY

bocc

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0001113	OFFICE DEPOT, INC	175989060001	6/17/2021	WIRELESS MOUSE, PAPER	57.92	57.92
						Sub total for U S BANK:		57.92

Final Check List
CLALLAM COUNTY

DCD

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0001113	OFFICE DEPOT, INC	175764868001	5/27/2021	ADMIN FURNISHINGS	203.99	
				174180911001	6/2/2021	G145 TASK 1 FURNISHINGS	203.99	
				174176034001	6/2/2021	ADMIN FURNISHINGS	180.48	
				176261266001	5/26/2021	BD OPERATING SUPPLIES	114.85	
				175583949001	5/27/2021	ADMIN OPERATING SUPPLIE	56.40	
				174999186001	6/2/2021	ADMIN OPERATING SUPPLIE	33.08	
				175002327001	6/2/2021	ADMIN OFFICE SUPPLIES	24.83	817.62
	6/29/2021	0001252	PORT ANGELES, CITY OF	MAY 2021 LAND	6/8/2021	DCD CODE ENF. MAY 2021	783.67	783.67
	6/29/2021	0001368	RJ SERVICES INC	3027	5/6/2021	DCD CODE ENF. 2129 E. 5TH	185.00	185.00
	6/29/2021	0026355	ESA	164680	6/11/2021	G79 TASK 3 $953.12 TASK 4 $	1,906.25	
				162174	3/10/2021	G79 TASK 5 PROFESSIONAL	367.50	2,273.75
	6/29/2021	0028699	SOUND PUBLISHING INC	8026072	5/31/2021	ADVERTISING	438.66	438.66
	6/29/2021	0033199	LEMAY MOBILE SHREDDING	4704138	6/1/2021	PROFESSIONAL SERVICES	12.88	12.88
	6/29/2021	0042760	COCHNAUER, TIM	COCHNAUER 5-	5/6/2021	G145 TASK 4 OPERATING SU	72.75	72.75
	6/29/2021	0045306	HATTON, KARL	REF 5-26-21	6/14/2021	REFUND BPT 2021-00487	921.60	921.60
						Sub total for U S BANK:		5,505.93

Final Check List
CLALLAM COUNTY

District Court II

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0000296	CENTURYLINK	June2021CentLi	6/15/2021	JUNE TELEPHONE SERVICES	109.68	109.68
	6/29/2021	0001179	PACIFIC OFFICE EQUIPMENT	10808806	6/15/2021	CANON IRA400 MAINTENANC	35.65	
				1080805	6/15/2021	CANON IR1025 MAINTENANC	27.13	62.78
	6/29/2021	0021386	STAPLES ADVANTAGE	8062501754	6/15/2021	CLEANING SUPPLIES	96.60	96.60
						Sub total for U S BANK:		269.06

Final Check List
CLALLAM COUNTY

HHS (1)

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0000336	CLALLAM CONSERVATION DI	EPA21-OSS2	6/3/2021	OSS-DOH-OSS SHARE GRAN	715.11	715.11
	6/29/2021	0000769	IDEXX DISTRIBUTION INC	3085653867	5/28/2021	WLAB-LAB SUPPLIES	1,825.07	
				3085653866	5/28/2021	WLAB-LAB SUPPLIES	194.02	2,019.09
	6/29/2021	0000918	LINCOLN STREET STATION	506-051021	6/3/2021	WQ-FEDEX SAMPLE MAILING	57.57	57.57
	6/29/2021	0001694	WA ST BOARD OF REG SANIT	634-2021	6/9/2021	OSS-LICENSE RENEWAL-JAN	50.00	
				612-2021	6/1/2021	OSS-LICENSE RENEWAL-JEN	50.00	100.00
	6/29/2021	0023815	VREELAND, ROBERT	060821-MILEAG	6/8/2021	FOOD-MILEAGE REIMBURSE	201.60	201.60
	6/29/2021	0031186	CLARY, SUSAN	OSSREBATE-05	5/6/2021	OSS-SEPTIC SYSTEM LOCAT	100.00	100.00
	6/29/2021	0033714	YOUNG, JOCELYN	OSSREBATE-05	5/25/2021	OSS-SEPTIC LOCATE/INSPEC	100.00	100.00
	6/29/2021	0033823	LOVING, ERROL	OSSREBATE-06	6/7/2021	OSS-SEPTIC SYSTEM LOCAT	100.00	100.00
	6/29/2021	0036907	BILOW, LORETTA	OSSREBATE-05	5/28/2021	OSS-SEPTIC SYSTEM LOCAT	160.00	160.00
	6/29/2021	0040671	GOSNELL, ANDREW	021321-REIMBU	6/10/2021	OSS-ON SITE WASTEWATER	175.00	175.00
	6/29/2021	0045302	RUIZ, JUAN & JOYCE	OSSREBATE-05	5/10/2021	OSS-SEPTIC SYSTEM LOCAT	100.00	100.00
	6/29/2021	0045303	SORRICK, CLAY & KAREN	OSSREBATE-05	5/12/2021	OSS-SEPTIC SYSTEM LOCAT	100.00	100.00
	6/29/2021	0045304	MILLER, KEN OR SHARON	OSSREBATE-05	5/25/2021	OSS-SEPTIC SYSTEM LOCAT	100.00	100.00
						Sub total for U S BANK:		4,028.37

Final Check List
CLALLAM COUNTY

HHS (2)

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0000196	BILLS PLUMBING & SANIKAN	IS3607666	6/20/2021	HOPS-SDC SANIKANS 6/20-7/	200.00	200.00
	6/29/2021	0000546	EXPRESS SERVICES, INC	25505681	6/1/2021	HOPS-COVID MASS VACCINA	2,669.50	2,669.50
	6/29/2021	0001127	OLYMPIC COMMUNITY ACTIO	05-21-299-315	6/10/2021	HOPS-SDC STAFFING MAY 2(	49,777.71	49,777.71
	6/29/2021	0001508	STERICYCLE, INC	3005576905	5/31/2021	HOPS-SYRINGE DISPOSAL SI	301.56	301.56
	6/29/2021	0001641	VERIZON WIRELESS	9880806082	5/28/2021	HOPS-SIRI PH PHONE	208.98	
				9880806081	5/28/2021	HOPS-HELEN KENOYER CEL	92.22	301.20
	6/29/2021	0003410	LEMAY MOBILE SHREDDING	4703437	6/1/2021	HOPS-SHREDDING SERVICE	12.88	12.88
	6/29/2021	0020849	U S BANK	4326-060721	6/7/2021	HOPS-SDC PROPANE	3,278.68	
				4878-060721	6/7/2021	HOPS-VACCINE REFRIGERAT	3,017.00	
				4910-060721	6/7/2021	HOPS-COVID MASS VACCINA	1,114.92	
				7298-060721	6/7/2021	HOPS-LANGUAGE SERVICES	618.77	
				4969-060721	6/15/2021	HOPS-WIC FM POSTAGE	31.20	8,060.57
	6/29/2021	0028699	SOUND PUBLISHING INC	8026200	5/31/2021	HOPS-COVID ADS (FORKS FC	3,704.50	3,704.50
	6/29/2021	0040427	NORPOINT GROUP LLC	1175 NPG	6/13/2021	HOPS-SDC SECURITY WEEK	5,590.00	5,590.00
						Sub total for U S BANK:		70,617.92

Final Check List
CLALLAM COUNTY

HHS (3)

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0000396	CONCERNED CITIZENS, FOR	11322-19-CC 5-2	6/7/2021	HTF - 4 WALLS FOR ALL - MA	2,522.00	2,522.00
	6/29/2021	0026762	THE ANSWER FOR YOUTH	11322-9-TAFY1 !	6/7/2021	HTF - BRIDGING THE GAP 9 -	1,153.10	1,153.10
	6/29/2021	0044989	THE CLOUDBURST GROUP	11322-21-CLOUI	6/14/2021	HTF - HOMELESS GAPS AND	15,398.50	15,398.50
	6/29/2021	0000577	FIRST STEP FAMILY SUPPOR	11323-21-FSFSC	6/10/2021	CD/MH - PARENTS AS TEACH	6,932.35	6,932.35
	6/29/2021	0030719	REFLECTIONS COUNSELING,	11323-21-RCSG	6/10/2021	CD/MH - CRISIS INTERVENTI(	8,965.99	
				11323-21-RCSG	6/7/2021	CD/MH - SUBSTANCE USE DI:	2,071.68	11,037.67
	6/29/2021	0001763	WEST END OUTREACH	11323-21-WEO !	6/9/2021	CD/MH - BEHAVIORAL HEALT	2,033.75	2,033.75
	6/29/2021	0001462	CLALLAM MOSAIC	11331-20-CMP2I	6/8/2021	DDD-PARENT TO PARENT MA	1,000.00	
				11331-20-CMFP	6/8/2021	DDD-FITNESS CLASSES MAY	533.00	1,533.00
	6/29/2021	0000577	FIRST STEP FAMILY SUPPOR	11331-20-FSSPI	6/9/2021	DDD-SPP CLASSES MAY 202	1,417.50	1,417.50
	6/29/2021	0001017	MORNINGSIDE INC.	SSD-05/21	6/10/2021	DDD-SEQUIM SCHOOL DISTF	75.00	75.00
	6/29/2021	0001685	W.I.S.E	9318	5/31/2021	DDD-TECHNICAL ASSISTANC	500.00	500.00
						Sub total for U S BANK:		42,602.87

Final Check List
CLALLAM COUNTY

HR

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0001734	WA ST PATROL	I21000399	6/16/2021	INVOICE L21000399	242.00	242.00
	6/29/2021	0037692	SEBRIS BUSTO JAMES	74898	6/16/2021	INVOICE 74898	4,452.00	4,452.00
	6/29/2021	0044328	PETEK & ASSOCIATES	846	6/16/2021	INVOICE 846	1,155.00	1,155.00
						Sub total for U S BANK:		5,849.00

Final Check List
CLALLAM COUNTY

IT

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0020849	U S BANK	11132828500493	6/16/2021	IT20210511 - OFC SUPPLIES	596.01	
				11147368756782	6/16/2021	IT20210526 - - OFC SUPPLIES	312.14	
				11201817574348	6/16/2021	IT20210521E - LASER PRINTE	304.62	
				153909977	6/16/2021	IT20210521 - MOVAVI	293.66	
				11196263642823	6/16/2021	IT20210521B - OFC SUPPLIES	214.26	
				11165931260133	6/16/2021	IT20210507A - OFC SUPPLIES	90.50	
				11143173658997	6/16/2021	IT20210507 - OFC SUPPLIES	71.43	
				16441	6/16/2021	IT20210616C - OFC SUP	66.29	
				11234595771050	6/16/2021	IT202100517 - OFC SUPPLIES	57.74	
				11142606356993	6/16/2021	IT20210518A CORDED PHONI	44.55	
				3962170-162059	6/16/2021	IT20210505D - OFC SUPPLIES	20.51	
				11133627708652	6/16/2021	IT20210512D - OFC SUPPLIES	18.04	
				11234549577108	6/16/2021	IT20210517 - OFC SUPPLIES	11.74	
				11133826718709	6/16/2021	IT20210601 - OFC SUPPLIES	10.87	
				11130246624806	6/16/2021	IT20210601	10.86	
				09-08071-63885	6/16/2021	IT20210518B - REPLACEMEN	0.00	2,123.22
						Sub total for U S BANK:		2,123.22

Final Check List
CLALLAM COUNTY

Juv Svcs

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0000363	CLALLAM COUNTY SHERIFF	C21-022	6/16/2021	DET MEALS	488.80	488.80
	6/29/2021	0001179	PACIFIC OFFICE EQUIPMENT	1081810	6/11/2021	FURNISHINGS	881.25	881.25
	6/29/2021	0017787	DAIRY FRESH FARMS INC	8082116707	6/16/2021	DET FOOD	24.51	24.51
	6/29/2021	0020849	U S BANK	00072035	4/16/2021	ADVERTISING-LEGAL NOTICI	644.90	
				0-0000045054	6/1/2021	REGISTRATION-AXON STORI	375.00	
				111973	5/1/2021	SOFTWARE LICENSE-RELIAT	234.21	
				061051	6/1/2021	DET FOOD & SUPPLIES-COS	175.78	
				2487119	5/13/2021	SOFTWARE LICENSE-TAB	162.11	
				3129	6/1/2021	SOFTWARE LICENSE-CASA M	156.00	
				MTN6WB5BLJR	6/1/2021	REGISTRATION-WBHC	150.00	
				FOS11385576E	5/6/2021	SMALL TOOL & MINOR EQUIF	141.00	
				056590	5/17/2021	DET FOOD-COSTCO	134.34	
				FAW521-052021	5/11/2021	REGISTRATION-OFFICE OF V	100.00	
				254059585L086	5/20/2021	DET SUPPLIES-NAMI	84.00	
				112-2830155-27	5/27/2021	SMALL TOOL & MINOR EQUIF	60.66	
				111-8369246-79	5/28/2021	SMALL TOOL & MINOR EQUIF	54.36	
				083403	5/17/2021	DET FOOD & SUPPLIES-WALI	24.86	
				026329	6/1/2021	DET FOOD & SUPPLIES-WALI	24.03	
				4699680	5/1/2021	PRO SVCS-LEMAY MOBILE SI	19.30	
				52821WSDOT	5/28/2021	TRAVEL/BUSINESS - WSDOT	15.00	
				013416	5/17/2021	DET FOOD-FRANZ	13.00	
				058678	6/1/2021	DET FOOD-FRANZ	13.00	
				044020	5/26/2021	REGISTRATION-FOOD HANDI	10.00	
				088085-1	5/13/2021	AWARDS AND RECOGNITION	10.00	2,601.55
	6/29/2021	0026602	PUTNAM, DARLENE	PTYCA41921	4/19/2021	AWARDS AND RECOGNITION	95.19	
				PTYCA4321	4/3/2021	DET FOOD-SAFEWAY	28.14	
				PTYCA4921	4/9/2021	OFFICE SUPPLIES-JOANN FA	22.70	
				PTYCA33121	3/31/2021	POSTAGE-USPS	16.08	
				PTYCA21221	2/12/2021	POSTAGE-USPS	15.50	177.61
	6/29/2021	0041147	AMERIGAS PROPANE LP	3122938594	6/4/2021	UTILITIES	937.15	937.15
	6/29/2021	0041605	HOME DEPOT PRO	621775485	6/8/2021	DET SUPPLIES - CR	109.62	
				621775493	6/8/2021	DET SUPPLIES - CR	109.62	219.24
	6/29/2021	0044908	MANNING, JAN	43053121JM	6/9/2021	CAP VOL-MILEAGE	36.90	36.90

Sub total for U S BANK:	5,367.01

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0000091	ANGELES MILLWORKS & LUM	290094	6/17/2021	CDJ BIRD BLOCKING SUPPLI	59.30	
				290296	6/17/2021	CDJ BUILDING SUPPLIES FOI	20.08	
				290389	6/17/2021	SMPK SOCKET FOR PRESSU	14.75	94.13
	6/29/2021	0000094	ANGELES PLUMBING INC	33275	6/17/2021	2019UP JUV HW BOILER AND	14,769.61	14,769.61
	6/29/2021	0000114	ARROW SEPTIC PUMPING SE	366285	6/17/2021	DRA PUMP 2 SEPTIC TANKS I	1,118.58	1,118.58
	6/29/2021	0000196	BILLS PLUMBING & SANIKAN	s3607300	6/17/2021	SC SANIKANS	300.00	
				s3607492	6/17/2021	FWB SANIKAN	100.00	
				s3607390	6/17/2021	RDG SANIKAN	95.00	
				s3607779	6/17/2021	DRA SANIKAN	95.00	
				s3607353	6/17/2021	RH SANIKAN	90.00	
				s3607566	6/17/2021	RH SANIKAN - ADDITIONAL P	22.50	702.50
	6/29/2021	0000239	BROTHERS PLUMBING INC	95452	6/17/2021	DL PLUMBING SERVICE	538.25	538.25
	6/29/2021	0000359	CLALLAM COUNTY PUBLIC W	1480 5/21	6/17/2021	CB MAY SEWER	66.30	66.30
	6/29/2021	0000360	CLALLAM COUNTY ER&R	2021.141e	6/17/2021	PARKS FAIR Q2 2021 ERR	13,184.22	13,184.22
	6/29/2021	0000360	CLALLAM COUNTY ER&R	2021.146e	6/17/2021	JUV DRA SMPK MAY FUEL	62.93	62.93
	6/29/2021	0000546	EXPRESS SERVICES, INC	25545001	6/17/2021	CH COVID CUSTODIAN WK E	1,532.16	1,532.16
	6/29/2021	0000555	FASTENAL COMPANY	WAPOR83269	6/17/2021	JAIL VELCRO STRIPS FOR SH	13.64	
				WAPOR83322	6/17/2021	SC JOBBER	9.94	23.58
	6/29/2021	0000561	FERGUSON ENTERPRISES IN	9428086	6/17/2021	2110UP CDJ WATER SYSTEM	565.93	565.93
	6/29/2021	0000714	HARTNAGEL BLDG SUPPLY IN	820991	6/17/2021	CH SHERIFF ADMIN CEILING	239.22	
				820772	6/17/2021	CDJ PLIERS FASTENERS	20.40	259.62
	6/29/2021	0000918	LINCOLN STREET STATION	190630	6/17/2021	CDJ WATER SAMPLE SHIPPII	52.00	
				189569	6/17/2021	CDJ WATER TEST SHIP COS	25.79	77.79
	6/29/2021	0001156	OLYPEN INC	210610-0016	6/17/2021	DRA DSL INTERNET	18.00	18.00
	6/29/2021	0001187	PAPE MACHINERY INC	12798341	6/17/2021	CH JUV V BELTS	285.19	285.19
	6/29/2021	0001252	PORT ANGELES, CITY OF	48731-101384 5/	6/17/2021	VET MAY UTIL AND GARBAGE	338.67	338.67
	6/29/2021	0001253	PORT ANGELES SOLID WAST	990858	6/17/2021	FWB DUMP FEE	62.07	62.07
	6/29/2021	0001258	PORT ANGELES POWER EQU	97968519	6/17/2021	SC BLADE GUARD SPLINE SC	15.16	15.16
	6/29/2021	0001300	PUBLIC UTILITY DISTRICT	43120 5/21	6/17/2021	RH MAY ELECT	174.14	
				44963 5/21	6/17/2021	RH IRR MAY ELECT	28.28	
				67069 5/21	6/17/2021	SMPK CLINE SPIT UNMETERI	22.06	224.48
	6/29/2021	0001540	SWAIN'S GENERAL STORE IN	287834	6/17/2021	SMPK 3PC DRILL SET FOR C	15.20	15.20
	6/29/2021	0001576	THURMAN SUPPLY	759579	6/17/2021	CDJ FLEX COUPLING TOILET	31.03	
				758813	6/17/2021	VET TOILET FLUSH LEVER	5.17	36.20

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0001577	THYSSENKRUPP ELEVATOR (	3005821832	6/17/2021	CH ELEVATOR MAINT WITH C	1,296.42	1,296.42
	6/29/2021	0001769	WESTERN DETENTION PROD	20211492	6/17/2021	2008FAC JAIL LOCK REPAIR A	2,012.58	2,012.58
	6/29/2021	0002252	R J THOMAS MFG CO INC	240811	6/17/2021	SC PT WILL MEM BENCH MEI	2,309.00	2,309.00
	6/29/2021	0003418	LAUREL BLACK DESIGN, INC.	11958	6/17/2021	CDJ DRA SC BROCHURE UPI	2,000.00	
				11961	6/17/2021	CDJ DRA SC 10,500 BROCHU	1,294.33	3,294.33
	6/29/2021	0004211	CENTURYLINK	3606835847 445	6/17/2021	DRA PHONE	136.41	136.41
	6/29/2021	0004211	CENTURYLINK	3609283540 820	6/17/2021	DRA PHONE	99.49	99.49
	6/29/2021	0004211	CENTURYLINK	3609283441 593	6/17/2021	SC PHONE	75.48	75.48
	6/29/2021	0004448	DAREN'S POINT S TIRE & AUT	0085520	6/17/2021	SMPK TIRES FOR MOWER	15.12	15.12
	6/29/2021	0006488	COASTAL GEOLOGIC SERVIC	21-060	6/17/2021	2107UP CLALLAM BAY SHORI	5,598.87	
				21-097	6/17/2021	2107UP CB SHORELINE ASSE	3,401.13	9,000.00
	6/29/2021	0020849	U S BANK	LBFoster 6239	6/17/2021	CH CXT PARTS	3,879.74	
				Reliable Parts 68	6/22/2021	SC DRA 2 SHOWER METERS	1,152.84	
				amaz7144214	6/17/2021	SC REC EQUIP OFFICE SUPF	168.04	
				DogWasteDepot	6/17/2021	DRA DOG WASTE BAGS	144.83	
				DogWasteDepot	6/17/2021	SC DOG WASTE BAGS	144.83	
				PWD2827565	6/17/2021	CH PRESSURE WASHER ROI	120.71	
				amaz 0018612	6/17/2021	CDJ CHLORINE PACKS FOR \	108.92	
				PartSelect 16623	6/17/2021	SC DISHWASHER HEATING E	100.29	
				Viasat CDJ 5/21	6/17/2021	CDJ MAY SATELLITE INTERNI	95.65	
				copa 165774569	6/17/2021	2009FAC ELECTRICAL PLAN I	90.29	
				Viasat SC 5/21	6/17/2021	SC MAY SATELLITE INTERNE	70.64	
				amaz 6966665	6/17/2021	ADM HEAVY DUTY 3 RING BI	46.08	
				amaz9814644	6/17/2021	ADM LAPTOP CARRY CASE	36.98	
				PEN Award 0200	6/17/2021	SC PT W MEM BENCH TABLE	31.55	
				amaz1846602	6/17/2021	SC COIN WRAPPERS	23.18	
				amaz0810634	6/17/2021	SC RUBBER BANDS	13.70	6,228.27
	6/29/2021	0025256	FIRE CHIEF EQUIPMENT CO.,	0901137	6/17/2021	CH DATA/ELECTRICAL ROOM	2,624.79	2,624.79
	6/29/2021	0026957	LEITZ FARMS INC	15602	6/17/2021	FG (2) 2.5 GAL CORNERSTOI	125.84	125.84
	6/29/2021	0032999	PLATT	1r36864	6/17/2021	JAIL BULBS	191.72	
				1r28740	6/17/2021	JAIL BULBS	28.76	220.48
	6/29/2021	0038174	COASTAL FARM & RANCH	1653	6/17/2021	M A FAZIO 2 UNIFORM PANT	97.90	
				1662	6/17/2021	SMPK TITANIUM LINE	48.95	146.85
	6/29/2021	0038937	MOBILE PRESSURE CLEANIN	91037	6/17/2021	JUV PRESSURE CLEAN OVEI	353.60	353.60
	6/29/2021	0040829	A&A ROCK INC	AA 5/28/21	6/17/2021	CDJ ROCK AND DELIVERY	930.60	930.60

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0041605	HOME DEPOT PRO	622354918	6/17/2021	CH COVID NITRILE GLOVES	657.70	
				622614477	6/17/2021	DRA COVID DISPOSABLE GL(	176.36	834.06
	6/29/2021	0041765	CALL LUKE LLC	5002021	6/17/2021	JUV OUTSIDE PERIMETER PI	108.50	
				6002021	6/17/2021	3RD ST OUTSIDE PERIMETEI	108.50	217.00
						Sub total for U S BANK:		63,910.89

Final Check List
CLALLAM COUNTY

Prosecutor

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0000333	CLALLAM COUNTY SUPERIOF	1910041905	6/17/2021	COURT PREP. 54942-5-II	9.00	9.00
	6/29/2021	0000859	KITSAP COUNTY SHERIFF	21000537	6/17/2021	PERSONAL SERVICE 210005:	78.16	
				21000535	6/17/2021	PERSONAL SERVICE	46.00	124.16
	6/29/2021	0000890	LANGUAGE LINE SERVICES, I	10246198	6/17/2021	LANGUAGE LINE	65.06	65.06
	6/29/2021	0001113	OFFICE DEPOT, INC	172991670001	6/17/2021	OFFICE SUPPLIES	179.30	
				172991670002	6/17/2021	OFFICE SUPPORT	17.40	
				172209834001	6/17/2021	OFFICE SUPPLIES	10.87	207.57
	6/29/2021	0001136	OLYMPIC MEDICAL CENTER	971205189747/6	6/17/2021	CORONER/COVID	250.00	250.00
	6/29/2021	0039815	SUTHERLAND, ROCHELLE	SUTHERLAND6.	6/17/2021	MILEAGE REIMBURSEMENT	38.64	38.64
						Sub total for U S BANK:		694.43

Final Check List
CLALLAM COUNTY

Public Works ER&R

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0000546	EXPRESS SERVICES, INC	25545030 E	6/9/2021	Personnel services - PA ER&R	929.70	929.70
	6/29/2021	0000555	FASTENAL COMPANY	WAPOR83159	6/3/2021	Brake Cleaner - PA	102.62	102.62
	6/29/2021	0000594	DECKER CITY HARDWARE, TI	649339	6/1/2021	Propane - WE 910	57.07	57.07
	6/29/2021	0001187	PAPE MACHINERY INC	12773901	6/2/2021	Cylinders, rod ends - PA 453	1,793.62	
				12799078	6/8/2021	Wheel speed - PA 456	155.89	1,949.51
	6/29/2021	0001255	PRICE FORD LINCOLN MERCI	669480/1	6/10/2021	Trailer brake module program -	767.89	767.89
	6/29/2021	0001310	QUALITY 4X4 TRUCK SUPPLY	128965	6/9/2021	Bearings - PA Stores	1,060.70	1,060.70
	6/29/2021	0001551	TACOMA SCREW PRODUCTS	14412562	6/9/2021	Hex cap screws, lot nuts - PA 4	252.22	
				14412563	6/9/2021	Hex cap screws, brake cleaner	183.82	
				14412565	6/9/2021	Tape reamer, str. shank reamer	135.78	
				14412348	6/8/2021	Male conn, elbows, push in unic	108.03	
				14412347 E	6/8/2021	Drill bits,fittings,pipe adapt.- PA	35.32	715.17
	6/29/2021	0001781	WHITEHEADS AUTO PARTS IN	196948	6/3/2021	Premium capsules, antenna - W	52.28	52.28
	6/29/2021	0004211	CENTURYLINK	4766812B/06052	6/5/2021	Phone service - CH 20-FICH	83.12	83.12
	6/29/2021	0017663	ARAMARK UNIFORM SVCS IN	512000078348	6/15/2021	Laundry services - PA	38.57	
				512000075601	6/10/2021	Laundry services - WE	16.28	54.85
	6/29/2021	0020849	U S BANK	7330-5985	5/10/2021	BigDog: Belts,swvl. hose, whee	346.67	
				7330-0487453	5/5/2021	Amzn: Red.US.Store: Opt. mou	60.93	407.60
	6/29/2021	0022435	RACE STREET AUTO PARTS	539227	6/9/2021	Brake pads, rotors - PA Stores	1,017.61	
				539056	6/8/2021	Compressor - PA 803	304.74	
				539125	6/8/2021	Air, oil, fuel, hyd. filters - PA FG	100.68	
				539133	6/8/2021	Oil, air, fuel filters - PA Stores	86.76	
				538147	6/2/2021	Transmission line - PA 112	64.54	
				539134	6/8/2021	Air filter - PA 837	38.85	
				539326	6/10/2021	Oil filters - PA Stores	23.17	
				539953	6/14/2021	Frig/ Oil - PA 803	19.54	
				539342	6/10/2021	Warranty credit - PA 803	-304.74	1,351.15
	6/29/2021	0037478	KENT D BRUCE CO, LLC	8463	5/10/2021	Assy, PCB WC I/O board - PA S	459.80	459.80
	6/29/2021	0038262	WILDER AUTO CENTER	5093418	6/8/2021	Switch-transfer cas - PA 180	86.91	86.91
	6/29/2021	0042872	PROPANE NORTHWEST	1504220545	6/9/2021	Propane delivery - SQ	97.65	97.65
	6/29/2021	0043469	PETROCARD	415354R-DM	6/15/2021	Diesel & UL fuel purchases - L	8,092.94	
				415400-IN	6/16/2021	Diesel fuel purchases - CB	3,281.30	
				415349-IN	6/16/2021	5W20 bulk oil - PA	492.28	11,866.52

Sub total for U S BANK:	20,042.54

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0000091	ANGELES MILLWORKS & LUM	290655	6/18/2021	MAINTENANCE SUPPLIES - C	92.15	92.15
	6/29/2021	0000196	BILLS PLUMBING & SANIKAN	IS3607318	6/1/2021	06/21~07/21 ODT SANIKANS	280.00	
				S3607296	6/1/2021	06/21~07/21 ELWHA KIOSK SA	255.00	
				S3607581	6/15/2021	06.21~07.15 SQ SHOP SANIKA	95.00	630.00
	6/29/2021	0000205	BLAKE TILE & STONE INC	82055	6/8/2021	MAINTENANCE SUPPLIES - S	221.03	221.03
	6/29/2021	0000366	CLALLAM COUNTY TREASUR	101-21-1803REE	6/18/2021	SUNLAND DIV 17 OWNERS R	38.97	38.97
	6/29/2021	0000546	EXPRESS SERVICES, INC	25545000-10101	6/9/2021	05/31/21~06/06/21 ROADS	6,486.05	6,486.05
	6/29/2021	0000594	DECKER CITY HARDWARE, TI	649289	6/1/2021	MAINTENANCE SUPPLIES - L	266.98	266.98
	6/29/2021	0000709	HARBOR SAW & SUPPLY	656007	5/26/2021	MAINTENANCE SUPPLIES - L	66.50	66.50
	6/29/2021	0000885	LAKESIDE INDUSTRIES, INC	162578	6/5/2021	HMA COMMERCIAL - LC	12,533.78	
				162579	6/5/2021	EZ STREET - SQ	224.82	
				163298	6/12/2021	EZ STREET - PA	156.28	12,914.88
	6/29/2021	0001253	PORT ANGELES SOLID WAST	71837	6/8/2021	LITTER PICKUP DISPOSAL - S	27.16	27.16
	6/29/2021	0001314	QUILEUTE TRIBAL COUNCIL	2021-00048 RFN	6/18/2021	PERMIT OVERPAYMENT REIM	180.00	180.00
	6/29/2021	0001740	WSU EXTENSION OF CLALLA	521	6/16/2021	05/21 ROADSIDE WEED MAN	6,313.60	6,313.60
	6/29/2021	0004211	CENTURYLINK	6812667-060721	6/7/2021	360-681-2667 726B	191.43	
				6835282-060821	6/8/2021	360-683-5282 747B	127.99	319.42
	6/29/2021	0017663	ARAMARK UNIFORM SVCS IN	512000075645	6/10/2021	LAUNDRY SERVICE - SQ	16.28	
				512000075600	6/10/2021	LAUNDRY SERVICE - LC	16.27	32.55
	6/29/2021	0020849	U S BANK	3953-6634905	6/18/2021	WCI*MURRAYS - DPRA GARB	336.56	
				0328-BLIND2	6/21/2021	AMAZON - SQ MAINT SUPPLI	176.73	
				0328-BLIND3	6/21/2021	AMAZON - SQ MAINT SUPPLI	156.24	
				3953-4331463	5/10/2021	AMAZON - SURVEY SUPPLIES	90.70	
				0328-BLIND01	6/21/2021	AMAZON - SQ MAINT SUPPLI	61.71	821.94
	6/29/2021	0031356	SUNLAND DIV 17 OWNERS AS	101-21-1803	6/18/2021	LAND PURCHASE AGREEMEI	2,123.00	2,123.00
	6/29/2021	0037389	ORSBORN, SHELDON TYLER	00048 ORSBOR	6/14/2021	CDL PHYSICAL REIMBURSEM	150.00	150.00
						Sub total for U S BANK:		30,684.23

Final Check List
CLALLAM COUNTY

Public Works

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0000348	CLALLAM COUNTY DEPT OF,	21-0513	6/7/2021	TESTING SERVICES	210.00	210.00
	6/29/2021	0000546	EXPRESS SERVICES, INC	25545030	6/9/2021	05/31/21~06/06/21 ASPELUND	119.60	119.60
	6/29/2021	0000546	EXPRESS SERVICES, INC	25545000-40201	6/9/2021	05/31/21~06/06/21 SOLID WAS	700.50	700.50
	6/29/2021	0001739	WA STATE UNIVERSITY	0621	6/1/2021	06/21 FOOD RECOVERY WOF	117.72	117.72
	6/29/2021	0000074	AM TEST, INC.	121618	5/27/2021	TESTING SERVICES - WWTP	230.00	230.00
	6/29/2021	0034154	CLALLAM COUNTY CARLSBO	0521SUT41401 I	6/19/2021	REPAYMENT FOR DOR	432.19	
				3953-1116-REPA	6/19/2021	US BANK REPAYMENT	241.38	673.57
	6/29/2021	0000360	CLALLAM COUNTY ER&R	2021.147E	6/8/2021	05/21 FUEL	37.47	37.47
	6/29/2021	0001058	NCL OF WISCONSIN INC	455085	5/26/2021	MAINTNEANCE SUPPLIES - W	1,089.03	1,089.03
	6/29/2021	0001309	QUALITY CONTROL SERVICE	63631	5/14/2021	METER SERVICES - WWTP	505.00	505.00
	6/29/2021	0001767	WEST WASTE & RECYCLING	0000215887	5/31/2021	05/21 CLALLAM BAY SEWER (	36.00	36.00
	6/29/2021	0020614	WOOD HAWK, INC	1903	5/26/2021	SEPTIC WASTE TRANSFER	1,435.00	
				1907	6/10/2021	SEPTIC WASTE TRANSFER	1,435.00	2,870.00
	6/29/2021	0001300	PUBLIC UTILITY DISTRICT	119587-061521	6/15/2021	05/11/21~06/09/21 971 CARLSI	470.57	470.57
	6/29/2021	0000546	EXPRESS SERVICES, INC	25545000-43401	6/9/2021	05/31/21~06/06/21 BBWA	578.18	578.18
						Sub total for U S BANK:		7,637.64

Final Check List
CLALLAM COUNTY

Sheriff

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0000296	CENTURYLINK	410622965-Jun2	6/6/2021	DATA CONNECTION 6/1/21 - 6	3,967.28	3,967.28
	6/29/2021	0000296	CENTURYLINK	406092135-Jun2	6/6/2021	DATA CONNECTION 6/1/21 - 6	1,236.58	1,236.58
	6/29/2021	0000296	CENTURYLINK	300421654-Jun2	6/6/2021	TELEPHONE SERVICE	225.80	225.80
	6/29/2021	0000354	CLALLAM COUNTY SEWER DI	1481-Jun21	6/10/2021	CLALLAM BAY/SEKIU SEWER	56.50	56.50
	6/29/2021	0000360	CLALLAM COUNTY ER&R	2021.148E	6/8/2021	GASOLINE & LUBES FOR CC	906.66	906.66
	6/29/2021	0000709	HARBOR SAW & SUPPLY	658493	6/10/2021	CIRCULAR SAW BLADE	244.69	244.69
	6/29/2021	0001140	OLYMPIC PRINTERS INC	28025	6/9/2021	FORM - ABSENCE & OVERTIM	243.71	243.71
	6/29/2021	0001255	PRICE FORD LINCOLN MERCI	5038852	6/10/2021	TRAILER HITCH KITS	350.49	350.49
	6/29/2021	0001650	VIKING SEW & VAC	641728	6/10/2021	PATCHES ON UNIFORM SHIR	10.88	10.88
	6/29/2021	0001697	WA ST CRIMINAL JUSTICE	201135237	6/1/2021	FIREARME HANDGUN INSTRI	1,300.00	
				201135318	6/2/2021	TUITION FOR CORR DEPUTY	1,156.00	2,456.00
	6/29/2021	0005360	COSTCO MEMBERSHIP	00011186487450	6/17/2021	ANNUAL MEMBERSHIP RENE	240.00	240.00
	6/29/2021	0016426	MUNGER, ERIC	051221	5/12/2021	TRAVEL - OKLAHOMA	220.00	220.00
	6/29/2021	0020849	U S BANK	6236-Jun21	6/7/2021	SUNNY COMM., WALMART, G	4,438.17	
				4761-Jun21	6/7/2021	LANDS END,ALASKA AIR,ENT	2,770.50	
				0945-Jun21	6/7/2021	AMAZON,PRECISION LOCKEI	1,124.53	
				7275-Jun21	6/7/2021	LIVE VIEW, WSNIA	1,083.88	
				6730	6/7/2021	AMAZON, 76-MT PLEASANT, I	766.21	
				0097-Jun21	6/7/2021	DOC NEELEY'S, ANGELES MI	718.51	
				6528-Jun21	6/7/2021	CLOVER ISLAND INN, DIREC	604.65	
				4738-Jun21	6/7/2021	HARBOR FREIGHT, SWAIN'S	182.63	
				6277-Jun21	6/7/2021	CBI ROXIO	87.03	
				8739-Jun21	6/7/2021	WIRELESS SERVICES	54.20	
				7400-Jun21	6/7/2021	SIMPLISAFE	27.11	11,857.42
	6/29/2021	0025164	WATERHOUSE, JEFF	051221	5/12/2021	TRAVEL - OKLAHOMA	220.00	220.00
	6/29/2021	0028699	SOUND PUBLISHING INC	PDN928479	5/28/2021	SHERIFF'S SALE ADVERTISEI	145.36	145.36
	6/29/2021	0029266	NI GOVERNMENT SERVICES I	21052909221	6/1/2021	SATELLITE PHONE SERVICE	44.08	44.08
	6/29/2021	0045301	HNAT, KRISTIN	060821	6/8/2021	UNIFORM SHOES	124.98	124.98
						Sub total for U S BANK:		22,550.43

Final Check List
CLALLAM COUNTY

Sheriff Jail Med

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0001136	OLYMPIC MEDICAL CENTER	OMC6.17.21	6/17/2021	INMATE MEDICAL	5,491.60	5,491.60
	6/29/2021	0001508	STERICYCLE, INC	3005578907	5/31/2021	BIO WASTE	10.36	10.36
	6/29/2021	0004826	OLYMPIC MEDICAL PHYSICIAI	71226877950	6/17/2021	INMATE MEDICAL	71.40	
				71227007250	6/17/2021	INMATE MEDICAL	67.80	
				71226909220	6/17/2021	INMATE MEDICAL	24.80	164.00
	6/29/2021	0041537	MCKESSON MEDICAL-SURGI(	18217851	6/1/2021	CLINIC SUPPLY	21.65	
				18216555	6/17/2021	SCALPEL	10.62	
				18240707	6/17/2021	CLINIC SUPPLY	3.98	
				18241428	6/7/2021	ASPRIN	1.56	37.81
						Sub total for U S BANK:		5,703.77

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0012569	NOLAN, JOHN	SUPCT2166866	6/1/2021	JURY PAYMENT	76.00	76.00
	6/29/2021	0018229	KETCHUM, JOHN	SUPCT2168743	6/1/2021	JURY PAYMENT	86.40	86.40
	6/29/2021	0019856	CLEMENTI, JOSEPH	SUPCT2169911	6/1/2021	JURY PAYMENT	64.80	64.80
	6/29/2021	0019870	GRAFSTROM, AUDREY	SUPCT2169699	6/1/2021	JURY PAYMENT	138.72	138.72
	6/29/2021	0020862	GERMAN, NANCY	SUPCT2168870	6/1/2021	JURY PAYMENT	12.24	12.24
	6/29/2021	0036592	MAIER, PATRICIA	SUPCT2168785	6/1/2021	JURY PAYMENT	87.20	87.20
	6/29/2021	0038639	LARSON, ROBERTA	SUPCT2167799	6/1/2021	JURY PAYMENT	162.00	162.00
	6/29/2021	0039353	GERMAN, CARLA	SUPCT2170097	6/1/2021	JURY PAYMENT	62.56	62.56
	6/29/2021	0039763	HIBBARD, DEBRA	SUPCT2168757	6/1/2021	JURY PAYMENT	111.60	111.60
	6/29/2021	0040225	FRICK, RANDAL	SUPCT2171192	6/1/2021	JURY PAYMENT	40.16	40.16
	6/29/2021	0040467	DELEON, ESTEBAN	SUPCT2171253	6/1/2021	JURY PAYMENT	28.96	28.96
	6/29/2021	0040553	EPSTEIN, PAULA	SUPCT2171421	6/1/2021	JURY PAYMENT	20.00	20.00
	6/29/2021	0041119	MCPHERSON, IAN	SUPCT2167458	6/1/2021	JURY PAYMENT	64.80	64.80
	6/29/2021	0045307	BYER, DAVID	SUPCT2168212	6/1/2021	JURY PAYMENT	32.40	32.40
	6/29/2021	0045308	ALMEN, CAROLYN	SUPCT2166809	6/1/2021	JURY PAYMENT	145.20	145.20
	6/29/2021	0045309	BYERS, LINDA DARLENE	SUPCT2169891	6/1/2021	JURY PAYMENT	100.40	100.40
	6/29/2021	0045310	CAMPBELL, SARAH	SUPCT2166402	6/1/2021	JURY PAYMENT	29.04	29.04
	6/29/2021	0045311	COLE, BLENDA	SUPCT2171387	6/1/2021	JURY PAYMENT	28.48	28.48
	6/29/2021	0045312	DANSEREAU, DYLAN	SUPCT2167255	6/1/2021	JURY PAYMENT	14.48	14.48
	6/29/2021	0045313	DATISMAN, EVE	SUPCT2168509	6/1/2021	JURY PAYMENT	102.40	102.40
	6/29/2021	0045314	DELONG, KEVIN	SUPCT2166684	6/1/2021	JURY PAYMENT	50.00	50.00
	6/29/2021	0045315	DEWALD, EDWINA	SUPCT2167344	6/1/2021	JURY PAYMENT	53.60	53.60
	6/29/2021	0045316	DRAKE, HOWARD	SUPCT2171411	6/1/2021	JURY PAYMENT	17.84	17.84
	6/29/2021	0045317	BALSER, CAITLIN	SUPCT2169094	6/1/2021	JURY PAYMENT	52.80	52.80
	6/29/2021	0045318	DUENAS HOLLOWAY, NELIDA	SUPCT2168155	6/1/2021	JURY PAYMENT	12.24	12.24
	6/29/2021	0045319	DUQUETTE, JOHN	SUPCT2166970	6/1/2021	JURY PAYMENT	29.04	29.04
	6/29/2021	0045320	EDGINGTON, RALPH	SUPCT2170363	6/1/2021	JURY PAYMENT	46.88	46.88
	6/29/2021	0045321	ELLEFSON, JULIEANNE	SUPCT2166741	6/1/2021	JURY PAYMENT	35.68	35.68
	6/29/2021	0045322	FARLOW, ERIC	SUPCT2167169	6/1/2021	JURY PAYMENT	27.92	27.92
	6/29/2021	0045323	FLEMING, DAWN	SUPCT2170513	6/1/2021	JURY PAYMENT	16.72	16.72
	6/29/2021	0045324	FRYXELL, LAVERNE	SUPCT2168497	6/1/2021	JURY PAYMENT	64.80	64.80
	6/29/2021	0045325	FUDGE, BOBBY	SUPCT2166949	6/1/2021	JURY PAYMENT	10.56	10.56
	6/29/2021	0045326	BEAVER, JANET	SUPCT2167261	6/1/2021	JURY PAYMENT	50.24	50.24
	6/29/2021	0045327	GADDIS, HOMER	SUPCT2166672	6/1/2021	JURY PAYMENT	54.72	54.72

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0045328	GALLACCI, JACOB	SUPCT2170891	6/1/2021	JURY PAYMENT	22.24	22.24
	6/29/2021	0045329	HALL, LESLEY	SUPCT2170919	6/1/2021	JURY PAYMENT	32.40	32.40
	6/29/2021	0045330	HAMMEL, MICHAEL	SUPCT2169703	6/1/2021	JURY PAYMENT	42.40	42.40
	6/29/2021	0045331	HAMMOND, ANIKO	SUPCT2169143	6/1/2021	JURY PAYMENT	24.56	24.56
	6/29/2021	0045332	HARRIS, JAMES	SUPCT2169270	6/1/2021	JURY PAYMENT	13.36	13.36
	6/29/2021	0045333	HASSEL, EMILY	SUPCT2170502	6/1/2021	JURY PAYMENT	13.36	13.36
	6/29/2021	0045334	BLAKE, TRENTON	SUPCT2167914	6/1/2021	JURY PAYMENT	12.24	12.24
	6/29/2021	0045335	HENRY, LAURA	SUPCT2167742	6/1/2021	JURY PAYMENT	60.32	60.32
	6/29/2021	0045336	HILT, STEPHANIE	SUPCT2170070	6/1/2021	JURY PAYMENT	26.72	26.72
	6/29/2021	0045337	HOLT, RENEE	SUPCT2168943	6/1/2021	JURY PAYMENT	26.72	26.72
	6/29/2021	0045338	HOUSTON, ANGELA	SUPCT2171337	6/1/2021	JURY PAYMENT	11.12	11.12
	6/29/2021	0045339	JENSEN, ANN	SUPCT2169148	6/1/2021	JURY PAYMENT	223.36	223.36
	6/29/2021	0045340	KNUTSON, JULIE	SUPCT2168386	6/1/2021	JURY PAYMENT	107.20	107.20
	6/29/2021	0045341	LABEAUME, JANE	SUPCT2169623	6/1/2021	JURY PAYMENT	64.80	64.80
	6/29/2021	0045342	LADD, JIMMY	SUPCT2171243	6/1/2021	JURY PAYMENT	42.40	42.40
	6/29/2021	0045343	BRENNER, CHERYL	SUPCT2167679	6/1/2021	JURY PAYMENT	36.80	36.80
	6/29/2021	0045344	LEGENDRE, GABRIELLE	SUPCT2169647	6/1/2021	JURY PAYMENT	58.08	58.08
	6/29/2021	0045345	MAFFETT, WILLIAM	SUPCT2170631	6/1/2021	JURY PAYMENT	156.40	156.40
	6/29/2021	0045346	MAJURE, ROBERT	SUPCT2171340	6/1/2021	JURY PAYMENT	26.80	26.80
	6/29/2021	0045347	MAUGER, ANNE	SUPCT2167711	6/1/2021	JURY PAYMENT	60.32	60.32
	6/29/2021	0045348	MCBRIDE, MARC	SUPCT2170292	6/1/2021	JURY PAYMENT	64.80	64.80
	6/29/2021	0045349	MECCA, WARREN	SUPCT2168674	6/1/2021	JURY PAYMENT	156.40	156.40
	6/29/2021	0045350	MONGER, ROBERT	SUPCT2169079	6/1/2021	JURY PAYMENT	10.00	10.00
	6/29/2021	0045351	BURKE, ANN	SUPCT2170971	6/1/2021	JURY PAYMENT	20.00	20.00
	6/29/2021	0045352	MORITZ, FREDRICK	SUPCT2166592	6/1/2021	JURY PAYMENT	44.64	44.64
	6/29/2021	0045353	MOROPOULOS, LUKAS	SUPCT2170746	6/1/2021	JURY PAYMENT	32.40	32.40
	6/29/2021	0045354	NESPER, CHELSEA	SUPCT2168815	6/1/2021	JURY PAYMENT	94.80	94.80
	6/29/2021	0045355	PALLAI, ERIN	SUPCT2166541	6/1/2021	JURY PAYMENT	214.40	214.40
	6/29/2021	0045356	PARKER, DENNIS	SUPCT2171465	6/1/2021	JURY PAYMENT	53.60	53.60
	6/29/2021	0045358	PUFF, RONALD	SUPCT2171120	6/1/2021	JURY PAYMENT	129.60	129.60
	6/29/2021	0045359	REICHNER, CHELSEA	SUPCT2169977	6/1/2021	JURY PAYMENT	53.60	53.60
	6/29/2021	0045360	ROQUE, RICK	SUPCT2168010	6/1/2021	JURY PAYMENT	15.04	15.04
	6/29/2021	0045361	BUTLER, BRADLEY	SUPCT2169248	6/1/2021	JURY PAYMENT	83.76	83.76
	6/29/2021	0045362	ROSS, CYNTHIA	SUPCT2171332	6/1/2021	JURY PAYMENT	114.40	114.40
	6/29/2021	0045363	RUTHERFORD, ASHLEY	SUPCT2170665	6/1/2021	JURY PAYMENT	24.48	24.48

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0045364	RUTHERFORD, GABRIELLE	SUPCT2167449	6/1/2021	JURY PAYMENT	64.80	64.80
	6/29/2021	0045365	SANDS, KENNETH	SUPCT2171140	6/1/2021	JURY PAYMENT	58.08	58.08
	6/29/2021	0045366	SAWYER, PAUL	SUPCT2170658	6/1/2021	JURY PAYMENT	35.68	35.68
	6/29/2021	0045367	SCHRODER, BRIAN	SUPCT2170182	6/1/2021	JURY PAYMENT	20.08	20.08
	6/29/2021	0045368	SCHUENEMANN, SUSAN	SUPCT2170386	6/1/2021	JURY PAYMENT	36.80	36.80
	6/29/2021	0045369	SKLAROFF, KIM	SUPCT2171537	6/1/2021	JURY PAYMENT	312.96	312.96
	6/29/2021	0045370	STANFIELD, DOUGLAS	SUPCT2169721	6/1/2021	JURY PAYMENT	223.36	223.36
	6/29/2021	0045371	STEHR, GLENN	SUPCT2169993	6/1/2021	JURY PAYMENT	16.72	16.72
	6/29/2021	0045372	BUTLER, DALE	SUPCT2170594	6/1/2021	JURY PAYMENT	150.80	150.80
	6/29/2021	0045373	STRONG, EFTIN	SUPCT2171304	6/1/2021	JURY PAYMENT	26.80	26.80
	6/29/2021	0045374	TABER, LORI	SUPCT2169037	6/1/2021	JURY PAYMENT	28.96	28.96
	6/29/2021	0045375	THOMPSON, STEVEN	SUPCT2170007	6/1/2021	JURY PAYMENT	29.60	29.60
	6/29/2021	0045376	TOMPKINS, SHARLYN LAUREI	SUPCT2166903	6/1/2021	JURY PAYMENT	60.32	60.32
	6/29/2021	0045377	TORDINI, ARTHUR	SUPCT2169883	6/1/2021	JURY PAYMENT	21.20	21.20
	6/29/2021	0045378	WATLAND, STEVEN	SUPCT2168486	6/1/2021	JURY PAYMENT	59.20	59.20
	6/29/2021	0045379	WEATHERLY, JAMES	SUPCT2170675	6/1/2021	JURY PAYMENT	32.40	32.40
	6/29/2021	0045380	WHITE, DAVID	SUPCT2171381	6/1/2021	JURY PAYMENT	134.00	134.00
	6/29/2021	0045381	YADA, DELTON	SUPCT2169858	6/1/2021	JURY PAYMENT	53.60	53.60
	6/29/2021	0045382	YOWELL, TIMOTHY	SUPCT2168968	6/1/2021	JURY PAYMENT	50.00	50.00
	6/29/2021	0045383	BUTLER, SONDRA	SUPCT2170422	6/1/2021	JURY PAYMENT	194.40	194.40
						Sub total for U S BANK:		5,714.16

Final Check List
CLALLAM COUNTY

Clerk Jury (2)

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0027846	ALDER, RONALD	SUPCT2169994	6/1/2021	JURY PAYMENT	87.12	87.12
	6/29/2021	0027954	OLSON, MILTON LE	SUPCT2169178	6/1/2021	JURY PAYMENT	12.24	12.24
	6/29/2021	0028946	BRALY, GEORGE	SUPCT2166443	6/1/2021	JURY PAYMENT	34.08	34.08
	6/29/2021	0029669	BAKER, MARTHA	SUPCT2170563	6/1/2021	JURY PAYMENT	40.08	40.08
	6/29/2021	0036444	CASTIGLIONI, ROSALINDA	SUPCT2168085	6/1/2021	JURY PAYMENT	11.12	11.12
	6/29/2021	0039469	GALASSO, GEORGE	SUPCT2171368	6/1/2021	JURY PAYMENT	29.04	29.04
	6/29/2021	0040939	BAZE, JASON	SUPCT2169293	6/1/2021	JURY PAYMENT	26.80	26.80
	6/29/2021	0045384	COLVIN, JEFFREY	SUPCT2168057	6/1/2021	JURY PAYMENT	12.24	12.24
	6/29/2021	0045385	COOK, WYMAN	SUPCT2168126	6/1/2021	JURY PAYMENT	80.40	80.40
	6/29/2021	0045386	DAHL, CHERYL	SUPCT2170121	6/1/2021	JURY PAYMENT	13.36	13.36
	6/29/2021	0045387	DAHRLING, MARGARET	SUPCT2169996	6/1/2021	JURY PAYMENT	77.04	77.04
	6/29/2021	0045388	DANIELSON, SUSAN	SUPCT2167124	6/1/2021	JURY PAYMENT	13.36	13.36
	6/29/2021	0045389	FELKINS, JAMES	SUPCT2169246	6/1/2021	JURY PAYMENT	18.96	18.96
	6/29/2021	0045390	GERMEAU, TANNER	SUPCT2166982	6/1/2021	JURY PAYMENT	50.16	50.16
	6/29/2021	0045391	GLAVIN, ELIZABETH	SUPCT2167891	6/1/2021	JURY PAYMENT	80.40	80.40
	6/29/2021	0045392	GRIES, BRITTANY	SUPCT2171118	6/1/2021	JURY PAYMENT	29.04	29.04
	6/29/2021	0045393	HANSEN, PAMELA	SUPCT2170898	6/1/2021	JURY PAYMENT	38.40	38.40
	6/29/2021	0045394	HENSON, NANCY	SUPCT2169920	6/1/2021	JURY PAYMENT	11.12	11.12
	6/29/2021	0045395	JENSEN, APRIL	SUPCT2169276	6/1/2021	JURY PAYMENT	30.16	30.16
	6/29/2021	0045396	JOHNSON, SHAY	SUPCT2169052	6/1/2021	JURY PAYMENT	33.36	33.36
	6/29/2021	0045397	JONES, JOHN	SUPCT2170216	6/1/2021	JURY PAYMENT	88.80	88.80
	6/29/2021	0045398	KOOP, MARTIN	SUPCT2167241	6/1/2021	JURY PAYMENT	33.52	33.52
	6/29/2021	0045399	LEMKER, JOHN	SUPCT2169049	6/1/2021	JURY PAYMENT	14.48	14.48
	6/29/2021	0045400	LUKE, TWYLA	SUPCT2167988	6/1/2021	JURY PAYMENT	70.32	70.32
	6/29/2021	0045401	MACKEY, RHIANNON	SUPCT2170112	6/1/2021	JURY PAYMENT	11.12	11.12
	6/29/2021	0045402	MAGDYCH, RUTH	SUPCT2168998	6/1/2021	JURY PAYMENT	68.64	68.64
	6/29/2021	0045403	BALSER, DEBORAH	SUPCT2164061	6/1/2021	JURY PAYMENT	18.96	18.96
	6/29/2021	0045404	MCCANN, CAROL	SUPCT2169946	6/1/2021	JURY PAYMENT	50.16	50.16
	6/29/2021	0045405	MEYER, JOHN	SUPCT2171522	6/1/2021	JURY PAYMENT	30.16	30.16
	6/29/2021	0045406	MORRIS, DEE	SUPCT2167767	6/1/2021	JURY PAYMENT	23.44	23.44
	6/29/2021	0045407	NELSON, JARRETT	SUPCT2169992	6/1/2021	JURY PAYMENT	30.16	30.16
	6/29/2021	0045408	OSTROWSKI, LYNNELL	SUPCT2167064	6/1/2021	JURY PAYMENT	14.48	14.48
	6/29/2021	0045409	PAOLINI, TAMARA	SUPCT2168068	6/1/2021	JURY PAYMENT	29.04	29.04
	6/29/2021	0045410	PENCE, MICHAEL	SUPCT2170588	6/1/2021	JURY PAYMENT	31.28	31.28

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0045411	PROSSER, SHARON	SUPCT2171493	6/1/2021	JURY PAYMENT	29.04	29.04
	6/29/2021	0045412	ROCHA, JAIRO	SUPCT2166385	6/1/2021	JURY PAYMENT	30.16	30.16
	6/29/2021	0045413	SCHIMSCHAL, MARGARET	SUPCT2166679	6/1/2021	JURY PAYMENT	11.68	11.68
	6/29/2021	0045414	SHELDON, WINNIE	SUPCT2171515	6/1/2021	JURY PAYMENT	16.72	16.72
	6/29/2021	0045415	SHORT, HEATHER	SUPCT2167955	6/1/2021	JURY PAYMENT	26.80	26.80
	6/29/2021	0045416	SHOWN, EDWIN	SUPCT2166835	6/1/2021	JURY PAYMENT	11.12	11.12
	6/29/2021	0045417	TORRES, JIM	SUPCT2170898	6/1/2021	JURY PAYMENT	24.56	24.56
	6/29/2021	0045418	TUCK, DAVID	SUPCT2168096	6/1/2021	JURY PAYMENT	25.68	25.68
	6/29/2021	0045419	USHER, CHRISTINE	SUPCT2167446	6/1/2021	JURY PAYMENT	21.20	21.20
	6/29/2021	0045420	WHATTON, DOUGLAS	SUPCT2168094	6/1/2021	JURY PAYMENT	27.92	27.92
	6/29/2021	0045421	YOSHIMOTO, RYAN	SUPCT2168532	6/1/2021	JURY PAYMENT	15.60	15.60
	6/29/2021	0045422	ZETTERBERG, KATHIE	SUPCT2167296	6/1/2021	JURY PAYMENT	21.20	21.20
	6/29/2021	0045423	BORG, ERIN	SUPCT2169557	6/1/2021	JURY PAYMENT	43.44	43.44
	6/29/2021	0045424	BREMNER, JULIE	SUPCT2168483	6/1/2021	JURY PAYMENT	31.28	31.28
	6/29/2021	0045425	CARBAUGH, DEBARA	SUPCT2168920	6/1/2021	JURY PAYMENT	13.92	13.92
	6/29/2021	0045426	CARROLL, MICHAEL	SUPCT2166796	6/1/2021	JURY PAYMENT	29.04	29.04
						Sub total for U S BANK:		1,622.40

Final Check List
CLALLAM COUNTY

Superior Court

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0000357	CLALLAM-JEFFERSON CO PR	05-21 CF	6/15/2021	MAY 2021 - COURT FACILITAT	840.00	840.00
	6/29/2021	0001212	PENINSULA DISPUTE RESOL	05-21 PDRC	6/15/2021	MAY 2021 - PDRC SURCHARC	725.00	725.00
	6/29/2021	0001010	LINDA MONTGOMERY INVEST	85469	6/14/2021	19-1-00032-05, ST. V. BAUER,	10,254.75	10,254.75
	6/29/2021	0020849	U S BANK	MYWUDD	6/16/2021	6/01/21-ALASKA AIRLINES TIC	625.59	
				LL1711492	6/16/2021	5/21/21-LAUREL LANES PRO :	270.96	
				LL1711497	6/16/2021	6/11/21-LAUREL LANES, PRO	244.41	
				1512738556	6/16/2021	6/03/21-ZUMIEZ SKATEBOARI	201.41	
				01155097	6/16/2021	6/01/21-SEATAC PARKING, NI	79.04	
				114-1530189-98	6/16/2021	6/03/21-AMAZON, SUPPLIES F	65.33	1,486.74
	6/29/2021	0020849	U S BANK	71855	6/15/2021	6/02/21-SONICLEAR LICENSE	498.00	
				020117	6/15/2021	5/14/21-PENINSULA AWARDS	53.26	
				114-1770523-45	6/15/2021	6/04/21-AMAZON, TELEPHON	41.07	
				4995647-796586	6/15/2021	5/10/21-AMAZON SOUND CAF	3.36	595.69
						Sub total for U S BANK:		13,902.18

Final Check List
CLALLAM COUNTY

Treasurer

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0000331	CLALLAM COUNTY AUDITOR	21-130209	6/17/2021	CURRENT USE REMOVAL RE	104.50	104.50
	6/29/2021	0001140	OLYMPIC PRINTERS INC	28012	6/17/2021	LASER STATEMENTS PINK	931.33	
				28011	6/17/2021	REPLY ENVELOPES	340.54	
				28009	6/17/2021	LASER CHECKS	308.99	1,580.86
	6/29/2021	0001252	PORT ANGELES, CITY OF	1Q2021UGA	6/17/2021	1ST QUARTER UGA REVENUI	47,040.00	47,040.00
						Sub total for U S BANK:		48,725.36

Final Check List
CLALLAM COUNTY

Veterans

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/16/2021	0000360	CLALLAM COUNTY ER&R	ER&R 6/16/21	6/16/2021	CAR RENTAL	49.00	49.00
	6/16/2021	0001300	PUBLIC UTILITY DISTRICT	BP0572 6/16/21	6/16/2021	UTILITIES	110.58	110.58
	6/16/2021	0020849	U S BANK	KR4397 6/16/21	6/16/2021	FOOD	250.00	
				LR0934 6/16/21	6/16/2021	FOOD	150.00	
				JJ9950 6/16/21 \	6/16/2021	FOOD	100.00	
				NW3421 6/16/21	6/16/2021	FUEL	100.00	
				JJ9950 6/16/21 ‹	6/16/2021	FUEL	50.00	
				NW3421 6/16/21	6/16/2021	FOOD	50.00	700.00
						Sub total for U S BANK:		859.58

Final Check List
CLALLAM COUNTY

WSU Ext

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/29/2021	0020849	U S BANK	5521	6/15/2021	US BANK MAY 2021	83.96	83.96
	6/29/2021	0045254	SLEDGEHAMMER MARKETIN(2		6/17/2021	SLEDGEHAMMER MARKETIN	1,327.50	1,327.50
						Sub total for U S BANK:		1,411.46

16
6/22/21

Payroll Ending: 6/15/2021

Gross Earnings:	**$727,559.72**
Benefits Paid:	**$167,653.59**
Total Expenditures:	**$895,213.31**

STATE OF WASHINGTON)
)
COUNTY OF CLALLAM)

This is to certify that the foregoing 'Labor Distribution Totals by Fund' Report for the period herein indicated is a full, true, and correct representation of the earnings and benefits paid to all Clallam County employees as recorded in the books of original entry maintained by this office.

WITNESS MY HAND THIS 22nd DAY OF June 2021

Sandra L. Williams

SANDRA L. WILLIAMS, CHIEF DEPUTY FOR
SHOONA RIGGS, CLALLAM COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the payroll herein specified has been disbursed and that the earnings and benefits listed above are approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

RANDY JOHNSON

MARK OZIAS

BILL PEACH

(County Administrator)

COPY

Payroll and Benefits Paid for semi-monthly payroll: June 1-15, 2021

Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employees Paid by Fund #	Total Expenditures
COUNTY (Semi-Monthly)					
General Fund	00100	503,861.02	113,242.23	191	617,103.25
Sheriff: Boating Safety	11003				0.00
HHS	11301	21,930.06	5,253.59	11	27,183.65
HHS-Alcohol/Drug	11321				0.00
HHS-Homeless Task Force	11322	841.23	197.04	1	1,038.27
HHS-CD/MH	11323	841.23	197.01	1	1,038.24
HHS-Dev Disabilties	11331				0.00
Prosecutor-Local Crime Victim	11701	4,747.22	811.00	2	5,558.22
Treasurer- O&M	12201	1,172.23	274.10	1	1,446.33
Auditor-Doc Preservation	12401	1,952.75	460.30	2	2,413.05
Noxious Weed Control	13001	1,766.07	454.45	1	2,220.52
Veterans Relief	19914	3,580.51	845.22	2	4,425.73
Lwr Dungeness Floodplain	30301	557.32	129.97	1	687.29
HR-Risk Management	50401	9,736.15	2,442.00	3	12,178.15
HR-Workers Compensation	50501	1,483.01	364.78	2	1,847.79
Wellness Benefit/Transit Passes	50601				0.00
		552,468.80	**124,671.69**		**677,140.49**
ROADS					
PW - Roads	10101	146,117.24	35,856.18	61	181,973.42
PW - Flood Control	10135	2,713.58	653.48	4	3,367.06
Dungeness Reservoir	30401	1,288.28	310.04	1	1,598.32
PW - Carlsborg Sewer Project	30801				0.00
PW - Solid Waste	40201	109.12	25.58	1	134.70
Clallam Bay/Sekiu Sewer	41401	7,050.61	1,689.58	6	8,740.19
PW - Carlsborg Sewer M&O	42401	819.36	197.70	4	1,017.06
ER&R	50301	16,992.73	4,249.34	11	21,242.07
Wellness Benefit/Transit Passes	50601				0.00
		175,090.92	**42,981.90**		**218,072.82**
TOTALS		**727,559.72**	**167,653.59**		**895,213.31**

Prepared by:

Angela D Klann, Deputy Auditor

COPY

Labor Distribution Totals By Fund

Semi-Monthly

CLALLAM COUNTY
06/01/2021 to 06/15/2021-2 Cycle sc

Fund Worked : 00100
 # Emps : 191

Earnings Code & Description		Amount	Hours
r	REGULAR	448,845.51	14,993.85
s	SICK	13,284.73	453.47
o15s	OVERTIME X 1.5 - SHERIFF DEPT	8,715.17	184.98
fl	FUNERAL LEAVE	712.58	16.00
aute	AUTO ALLOWANCE ELECTED	680.00	
cu	COMP USED	633.07	24.00
oth	OVERTIME X 1.5 - HOURLY	390.60	29.30
phsm	PHONE STIPEND SMART PHONE	280.00	
aspcs	SHERIFF ACTING SUPERVISOR F	100.80	84.00
adml	ADMINISTRATIVE LEAVE PAID	59.38	2.25
asp	SHERIFF ACTING SUPERVISOR F	40.20	32.00
aspd	SHERIFF ACTING SUP PAY DEPU	17.34	10.00
phns	PHONE STIPEND	-290.00	
v	VACATION	16,866.97	578.47
fh	FLOATING HOLIDAY	10,080.69	368.00
hazpay	HAZARD PAY	906.56	
o15j	OVERTIME x 1.5 - JUV DETENTION	703.07	20.00
auto	AUTO ALLOWANCE CONTRACTUAL	680.00	
bsba	BS/BA EDUCATION INCENTIVE	537.90	
aaas	AA/AS EDUCATION INCENTIVE	280.28	
uapr	URINE ANALYSIS PREMIUM	174.00	
cp	COMP TIME PAID - COUNTY	79.80	2.95
aspj	ACTING SUPERVISOR PAY JUVENILE	46.03	36.00
oc1	ON CALL SHIFT DAY	24.15	1.00
lon5	LONGEVITY - 5 YEARS 1619LC	12.19	
	Totals:	**503,861.02**	**16,836.27**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	43,298.83
pers2	PERS 2 RETIREMENT	26,056.04
icm457	ICMA DEFERRED COMP	7,281.83
leoff2	LEOFF 2 RETIREMENT	4,427.27
h457	MASSMUTUAL 457	2,839.72
udteam	UNION DUES - TEAMSTERS	2,581.55
dshs	DSHS CHILD SUPPORT	1,134.88
n457	NATIONWIDE 457	705.51
pers1	PERS 1 RETIREMENT	567.21
udcd	UNION DUES - 1619 CD C	436.95
udmp	UNION DUES - 1619 MP	349.56
udps	UNION DUES - 1619 S	34.88
garnfe	GARNISHMENT FEE	1.50
socsec	SOCIAL SECURITY	30,986.63
401a	401A DEFERRED COMPENSATION	10,098.55
medtx	MEDICARE TAX	7,246.91
psers	PSERS RETIREMENT	3,951.45
pers3	PERS 3 RETIREMENT	2,761.64
fmlatx	WA Paid Family & Medical Leave	1,265.92
l&i	L&I - SELF INSURED	763.18
rth457	ROTH-ICMA DEFERRED COMP	615.18
udpd	UNION DUES - 1619 D	459.94
udtint	TEAMSTERS INIT FEE or ADJ	350.00
udlc	UNION DUES - 1619 LC	309.95
udcs	UNION DUES - 1619 CS	29.13
	Totals:	**148,554.21**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	42,775.61
401a	401A DEFERRED COMPENSATIOI	9,243.23
psers	PSERS RETIREMENT	6,722.94
pers3	PERS 3 RETIREMENT	5,519.52
socsec	SOCIAL SECURITY	30,986.63
medtx	MEDICARE TAX	7,246.91
l&i	L&I - SELF INSURED	5,573.38
leoff2	LEOFF 2 RETIREMENT	2,747.10

Labor Distribution Totals By Fund

CLALLAM COUNTY

06/01/2021 to 06/15/2021-2 Cycle sc

Fund Worked : 00100
 # Emps : 191

Benefit Code and Description		Amount
pers1	PERS 1 RETIREMENT	1,226.10
unemp	UNEMPLOYMENT	467.77

Benefit Code and Description		Amount
fmlatx	WA Paid Family & Medical Leave	733.04

Totals:	**113,242.23**	
Gross Earnings by Fund:	**503,861.02**	**16,836.27**
Total Fund Deductions:	**148,554.21**	
Fund Net:	**355,306.81**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
06/01/2021 to 06/15/2021-2 Cycle sc

Fund Worked : 11301
 # Emps : 11

Earnings Code & Description		Amount	Hours
r	REGULAR	20,786.39	801.65
oth	OVERTIME X 1.5 - HOURLY	239.45	19.20
v	VACATION	77.78	3.90
s	SICK	651.24	29.10
fh	FLOATING HOLIDAY	156.98	8.00
cu	COMP USED	18.22	1.00
	Totals:	**21,930.06**	**862.85**

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	1,616.84
icm457	ICMA DEFERRED COMP	1,265.36
401a	401A DEFERRED COMPENSATIOI	691.84
udteam	UNION DUES - TEAMSTERS	179.58
udmp	UNION DUES - 1619 MP	58.26
l&i	L&I - SELF INSURED	41.35
socsec	SOCIAL SECURITY	1,359.67
fedtx	FEDERAL WITHHOLDING TAX	1,184.88
medtx	MEDICARE TAX	317.99
pers3	PERS 3 RETIREMENT	146.37
fmlatx	WA Paid Family & Medical Leave	55.54
	Totals:	**6,917.68**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	2,654.50
401a	401A DEFERRED COMPENSATIOI	392.60
l&i	L&I - SELF INSURED	284.88
fmlatx	WA Paid Family & Medical Leave	32.17
socsec	SOCIAL SECURITY	1,359.67
medtx	MEDICARE TAX	317.99
pers3	PERS 3 RETIREMENT	189.84
unemp	UNEMPLOYMENT	21.94
	Totals:	**5,253.59**

Gross Earnings by Fund:	**21,930.06**	**862.85**
Total Fund Deductions:	**6,917.68**	
Fund Net:	**15,012.38**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
06/01/2021 to 06/15/2021-2 Cycle sc

Fund Worked : 11322
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	841.23	29.60
	Totals:	**841.23**	**29.60**

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	66.46
fedtx	FEDERAL WITHHOLDING TAX	31.62
udteam	UNION DUES - TEAMSTERS	16.00
fmlatx	WA Paid Family & Medical Leave	2.13
socsec	SOCIAL SECURITY	52.16
401a	401A DEFERRED COMPENSATION	25.24
medtx	MEDICARE TAX	12.20
l&i	L&I - SELF INSURED	1.53
	Totals:	**207.34**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	109.11
401a	401A DEFERRED COMPENSATIOI	16.83
l&i	L&I - SELF INSURED	4.66
unemp	UNEMPLOYMENT	0.84
socsec	SOCIAL SECURITY	52.16
medtx	MEDICARE TAX	12.20
fmlatx	WA Paid Family & Medical Leave	1.24
	Totals:	**197.04**

Gross Earnings by Fund:	**841.23**	**29.60**
Total Fund Deductions:	**207.34**	
Fund Net:	**633.89**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

06/01/2021 to 06/15/2021-2 Cycle sc

Fund Worked : 11323
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	841.23	29.60
	Totals:	**841.23**	**29.60**

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	66.45
fedtx	FEDERAL WITHHOLDING TAX	31.62
udteam	UNION DUES - TEAMSTERS	16.00
fmlatx	WA Paid Family & Medical Leave	2.13
socsec	SOCIAL SECURITY	52.15
401a	401A DEFERRED COMPENSATION	25.23
medtx	MEDICARE TAX	12.20
l&i	L&I - SELF INSURED	1.53
	Totals:	**207.31**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	109.11
401a	401A DEFERRED COMPENSATIOI	16.82
l&i	L&I - SELF INSURED	4.66
unemp	UNEMPLOYMENT	0.84
socsec	SOCIAL SECURITY	52.15
medtx	MEDICARE TAX	12.20
fmlatx	WA Paid Family & Medical Leave	1.23
	Totals:	**197.01**

Gross Earnings by Fund:	**841.23**	**29.60**
Total Fund Deductions:	**207.31**	
Fund Net:	**633.92**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
06/01/2021 to 06/15/2021-2 Cycle sc

Fund Worked : 11701
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	2,402.91	107.00
v	VACATION	213.12	8.00
dont	DONATED TIME USED	1,918.07	72.00
s	SICK	213.12	8.00
	Totals:	**4,747.22**	**195.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	396.83
pers2	PERS 2 RETIREMENT	223.50
icm457	ICMA DEFERRED COMP	75.00
udmp	UNION DUES - 1619 MP	58.26
l&i	L&I - SELF INSURED	4.13
socsec	SOCIAL SECURITY	294.33
401a	401A DEFERRED COMPENSATION	132.94
medtx	MEDICARE TAX	68.83
fmlatx	WA Paid Family & Medical Leave	12.03
	Totals:	**1,265.85**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	366.94
medtx	MEDICARE TAX	68.83
l&i	L&I - SELF INSURED	12.60
unemp	UNEMPLOYMENT	4.74
socsec	SOCIAL SECURITY	294.33
401a	401A DEFERRED COMPENSATION	56.59
fmlatx	WA Paid Family & Medical Leave	6.97
	Totals:	**811.00**

Gross Earnings by Fund:	**4,747.22**	**195.00**
Total Fund Deductions:	**1,265.85**	
Fund Net:	**3,481.37**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
06/01/2021 to 06/15/2021-2 Cycle sc

Fund Worked : 12201
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	852.53	38.40
s	SICK	319.70	14.40
	Totals:	**1,172.23**	**52.80**

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	92.60
socsec	SOCIAL SECURITY	72.68
medtx	MEDICARE TAX	17.00
fmlatx	WA Paid Family & Medical Leave	2.97
fedtx	FEDERAL WITHHOLDING TAX	78.78
401a	401A DEFERRED COMPENSATION	35.17
udteam	UNION DUES - TEAMSTERS	15.00
l&i	L&I - SELF INSURED	1.98
	Totals:	**316.18**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	152.04
401a	401A DEFERRED COMPENSATIOI	23.44
l&i	L&I - SELF INSURED	6.05
unemp	UNEMPLOYMENT	1.17
socsec	SOCIAL SECURITY	72.68
medtx	MEDICARE TAX	17.00
fmlatx	WA Paid Family & Medical Leave	1.72
	Totals:	**274.10**

Gross Earnings by Fund:	**1,172.23**	**52.80**
Total Fund Deductions:	**316.18**	
Fund Net:	**856.05**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
06/01/2021 to 06/15/2021-2 Cycle sc

Fund Worked : 12401
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	1,924.33	87.00
s	SICK	28.42	1.00
	Totals:	**1,952.75**	**88.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	155.50
socsec	SOCIAL SECURITY	121.06
pers2	PERS 2 RETIREMENT	49.40
icm457	ICMA DEFERRED COMP	25.00
fmlatx	WA Paid Family & Medical Leave	4.94
401a	401A DEFERRED COMPENSATION	132.75
pers3	PERS 3 RETIREMENT	112.84
medtx	MEDICARE TAX	28.31
udteam	UNION DUES - TEAMSTERS	24.87
l&i	L&I - SELF INSURED	4.51
	Totals:	**659.18**

Benefit Code and Description		Amount
pers3	PERS 3 RETIREMENT	172.18
pers2	PERS 2 RETIREMENT	81.10
medtx	MEDICARE TAX	28.31
fmlatx	WA Paid Family & Medical Leave	2.87
socsec	SOCIAL SECURITY	121.06
401a	401A DEFERRED COMPENSATION	39.06
l&i	L&I - SELF INSURED	13.76
unemp	UNEMPLOYMENT	1.96
	Totals:	**460.30**

Gross Earnings by Fund:	**1,952.75**	**88.00**
Total Fund Deductions:	**659.18**	
Fund Net:	**1,293.57**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

06/01/2021 to 06/15/2021-2 Cycle sc

Fund Worked : 13001
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	1,766.07	90.00
	Totals:	**1,766.07**	**90.00**

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	139.52
401a	401A DEFERRED COMPENSATIOI	52.98
medtx	MEDICARE TAX	25.61
l&i	L&I - SELF INSURED	4.64
socsec	SOCIAL SECURITY	109.50
fedtx	FEDERAL WITHHOLDING TAX	31.94
udteam	UNION DUES - TEAMSTERS	22.00
fmlatx	WA Paid Family & Medical Leave	4.47
	Totals:	**390.66**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	229.06
l&i	L&I - SELF INSURED	50.60
medtx	MEDICARE TAX	25.61
unemp	UNEMPLOYMENT	1.77
socsec	SOCIAL SECURITY	109.50
401a	401A DEFERRED COMPENSATION	35.32
fmlatx	WA Paid Family & Medical Leave	2.59
	Totals:	**454.45**

Gross Earnings by Fund:	**1,766.07**	**90.00**
Total Fund Deductions:	**390.66**	
Fund Net:	**1,375.41**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

06/01/2021 to 06/15/2021-2 Cycle sc

Fund Worked : 19914
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	3,580.51	138.00

Earnings Code & Description		Amount	Hours
	Totals:	**3,580.51**	**138.00**

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	282.86
401a	401A DEFERRED COMPENSATIOI	138.97
medtx	MEDICARE TAX	51.92
udmp	UNION DUES - 1619 MP	22.88
l&i	L&I - SELF INSURED	8.67

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	222.00
fedtx	FEDERAL WITHHOLDING TAX	106.70
udteam	UNION DUES - TEAMSTERS	25.50
fmlatx	WA Paid Family & Medical Leave	9.07
	Totals:	**868.57**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	464.40
401a	401A DEFERRED COMPENSATIOI	71.61
l&i	L&I - SELF INSURED	26.46
unemp	UNEMPLOYMENT	3.58

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	222.00
medtx	MEDICARE TAX	51.92
fmlatx	WA Paid Family & Medical Leave	5.25
	Totals:	**845.22**

Gross Earnings by Fund:	**3,580.51**	**138.00**
Total Fund Deductions:	**868.57**	
Fund Net:	**2,711.94**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
06/01/2021 to 06/15/2021-2 Cycle sc

Fund Worked : 30301
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	465.49	14.70
s	SICK	91.83	2.90
	Totals:	**557.32**	**17.60**

Deduction Code and Description		Amount
icm457	ICMA DEFERRED COMP	60.00
pers2	PERS 2 RETIREMENT	44.04
401a	401A DEFERRED COMPENSATIOI	16.73
fmlatx	WA Paid Family & Medical Leave	1.41
fedtx	FEDERAL WITHHOLDING TAX	53.38
socsec	SOCIAL SECURITY	34.55
medtx	MEDICARE TAX	8.08
l&i	L&I - SELF INSURED	0.83
	Totals:	**219.02**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	72.29
401a	401A DEFERRED COMPENSATIOI	11.15
l&i	L&I - SELF INSURED	2.52
unemp	UNEMPLOYMENT	0.56
socsec	SOCIAL SECURITY	34.55
medtx	MEDICARE TAX	8.08
fmlatx	WA Paid Family & Medical Leave	0.82
	Totals:	**129.97**

Gross Earnings by Fund:	**557.32**	**17.60**
Total Fund Deductions:	**219.02**	
Fund Net:	**338.30**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
06/01/2021 to 06/15/2021-2 Cycle sc

Fund Worked : 50401
 # Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	6,368.38	151.31
s	SICK	578.63	19.00
auto	AUTO ALLOWANCE CONTRACTU	170.00	
fh	FLOATING HOLIDAY	2,095.31	32.00
v	VACATION	523.83	8.00
	Totals:	**9,736.15**	**210.31**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,255.04
socsec	SOCIAL SECURITY	652.84
medtx	MEDICARE TAX	152.69
icm457	ICMA DEFERRED COMP	118.75
l&i	L&I - SELF INSURED	9.29
h457	MASSMUTUAL 457	847.62
pers2	PERS 2 RETIREMENT	282.42
401a	401A DEFERRED COMPENSATION	139.33
fmlatx	WA Paid Family & Medical Leave	24.67
	Totals:	**3,482.65**

Benefit Code and Description		Amount
h457	MASSMUTUAL 457	777.07
pers2	PERS 2 RETIREMENT	463.66
medtx	MEDICARE TAX	152.69
fmlatx	WA Paid Family & Medical Leave	14.29
socsec	SOCIAL SECURITY	652.84
401a	401A DEFERRED COMPENSATION	311.15
l&i	L&I - SELF INSURED	60.73
unemp	UNEMPLOYMENT	9.57
	Totals:	**2,442.00**

Gross Earnings by Fund:	**9,736.15**	**210.31**
Total Fund Deductions:	**3,482.65**	
Fund Net:	**6,253.50**	

Labor Distribution Totals By Fund

CLALLAM COUNTY
06/01/2021 to 06/15/2021-2 Cycle sc

Fund Worked : 50501
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	1,483.01	37.61
	Totals:	**1,483.01**	**37.61**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	144.67
icm457	ICMA DEFERRED COMP	112.28
socsec	SOCIAL SECURITY	92.26
fmlatx	WA Paid Family & Medical Leave	3.76
pers2	PERS 2 RETIREMENT	115.70
401a	401A DEFERRED COMPENSATION	101.45
medtx	MEDICARE TAX	21.58
l&i	L&I - SELF INSURED	1.43
	Totals:	**593.13**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	192.35
401a	401A DEFERRED COMPENSATIOI	50.51
l&i	L&I - SELF INSURED	4.41
unemp	UNEMPLOYMENT	1.49
socsec	SOCIAL SECURITY	92.26
medtx	MEDICARE TAX	21.58
fmlatx	WA Paid Family & Medical Leave	2.18
	Totals:	**364.78**

Gross Earnings by Fund:	**1,483.01**	**37.61**
Total Fund Deductions:	**593.13**	
Fund Net:	**889.88**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

06/01/2021 to 06/15/2021-2 Cycle sc

Fund Worked : - Totals -
 # Emps : 208

Earnings Code & Description		Amount	Hours
r	REGULAR	490,157.59	16,518.72
s	SICK	15,167.67	527.87
o15s	OVERTIME X 1.5 - SHERIFF DEPT	8,715.17	184.98
hazpay	HAZARD PAY	906.56	
fl	FUNERAL LEAVE	712.58	16.00
aute	AUTO ALLOWANCE ELECTED	680.00	
oth	OVERTIME X 1.5 - HOURLY	630.05	48.50
aaas	AA/AS EDUCATION INCENTIVE	280.28	
uapr	URINE ANALYSIS PREMIUM	174.00	
cp	COMP TIME PAID - COUNTY	79.80	2.95
aspj	ACTING SUPERVISOR PAY JUVEI	46.03	36.00
oc1	ON CALL SHIFT DAY	24.15	1.00
lon5	LONGEVITY - 5 YEARS 1619LC	12.19	
v	VACATION	17,681.70	598.37
fh	FLOATING HOLIDAY	12,332.98	408.00
dont	DONATED TIME USED	1,918.07	72.00
auto	AUTO ALLOWANCE CONTRACTUAL	850.00	
o15j	OVERTIME x 1.5 - JUV DETENTION	703.07	20.00
cu	COMP USED	651.29	25.00
bsba	BS/BA EDUCATION INCENTIVE	537.90	
phsm	PHONE STIPEND SMART PHONE	280.00	
aspcs	SHERIFF ACTING SUPERVISOR PAY	100.80	84.00
adml	ADMINISTRATIVE LEAVE PAID	59.38	2.25
asp	SHERIFF ACTING SUPERVISOR PAY	40.20	32.00
aspd	SHERIFF ACTING SUP PAY DEPUTY	17.34	10.00
phns	PHONE STIPEND	-290.00	
	Totals:	**552,468.80**	**18,587.64**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	46,769.79
pers2	PERS 2 RETIREMENT	29,035.83
icm457	ICMA DEFERRED COMP	8,938.22
leoff2	LEOFF 2 RETIREMENT	4,427.27
h457	MASSMUTUAL 457	3,687.34
udteam	UNION DUES - TEAMSTERS	2,880.50
dshs	DSHS CHILD SUPPORT	1,134.88
n457	NATIONWIDE 457	705.51
pers1	PERS 1 RETIREMENT	567.21
udpd	UNION DUES - 1619 D	459.94
udtint	TEAMSTERS INIT FEE or ADJ	350.00
udps	UNION DUES - 1619 S	34.88
garnfe	GARNISHMENT FEE	1.50
socsec	SOCIAL SECURITY	34,049.83
401a	401A DEFERRED COMPENSATION	11,591.18
medtx	MEDICARE TAX	7,963.32
psers	PSERS RETIREMENT	3,951.45
pers3	PERS 3 RETIREMENT	3,020.85
fmlatx	WA Paid Family & Medical Leave	1,389.04
l&i	L&I - SELF INSURED	843.07
rth457	ROTH-ICMA DEFERRED COMP	615.18
udmp	UNION DUES - 1619 MP	488.96
udcd	UNION DUES - 1619 CD C	436.95
udlc	UNION DUES - 1619 LC	309.95
udcs	UNION DUES - 1619 CS	29.13
	Totals:	**163,681.78**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	47,670.17
401a	401A DEFERRED COMPENSATIOI	10,268.31
psers	PSERS RETIREMENT	6,722.94
pers3	PERS 3 RETIREMENT	5,881.54
socsec	SOCIAL SECURITY	34,049.83
medtx	MEDICARE TAX	7,963.32
l&i	L&I - SELF INSURED	6,044.71
leoff2	LEOFF 2 RETIREMENT	2,747.10

Labor Distribution Totals By Fund

CLALLAM COUNTY

06/01/2021 to 06/15/2021-2 Cycle sc

Fund Worked : - Totals -
 # Emps : 208

Benefit Code and Description		Amount
pers1	PERS 1 RETIREMENT	1,226.10
h457	MASSMUTUAL 457	777.07
fmlatx	WA Paid Family & Medical Leave	804.37
unemp	UNEMPLOYMENT	516.23
	Totals:	**124,671.69**
	Grand Total Gross Earnings:	**552,468.80**
	Grand Total Deductions:	**163,681.78**
	Grand Total Net:	**388,787.02**

18,587.64

Labor Distribution Totals By Fund

CLALLAM COUNTY

06/01/2021 to 06/15/2021-2 Cycle s

Roads

Fund Worked : 10101
 # Emps : 61

Earnings Code & Description		Amount	Hours
r	REGULAR	119,330.60	3,958.58
s	SICK	5,516.49	181.35
vp	VACATION PAYOFF	2,198.62	73.39
cpr	COMP TIME PAID - PW ROADS	951.17	31.75
cu	COMP USED	752.50	29.25
auto	AUTO ALLOWANCE CONTRACTU	170.00	
v	VACATION	11,584.76	366.60
fh	FLOATING HOLIDAY	3,708.57	128.00
o15r	OVERTIME X 1.5 - ROADS DEPT	1,149.67	23.00
fl	FUNERAL LEAVE	831.03	24.00
spt	SICK PAYOFF - TERMINATION 10%	228.85	76.39
c15r	COMP EARNED X 1.5 ROADS	-305.02	-6.50
	Totals:	**146,117.24**	**4,885.81**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	13,109.44
socsec	SOCIAL SECURITY	9,060.15
medtx	MEDICARE TAX	2,118.94
401a	401A DEFERRED COMPENSATIOI	1,354.37
pers3	PERS 3 RETIREMENT	585.59
fmlatx	WA Paid Family & Medical Leave	370.10
l&i	L&I - SELF INSURED	212.08
aflpre	AFLAC PRE TAX	114.66
garnfe	GARNISHMENT FEE	0.59
pers2	PERS 2 RETIREMENT	10,429.72
icm457	ICMA DEFERRED COMP	2,838.56
udteam	UNION DUES - TEAMSTERS	1,415.89
h457	MASSMUTUAL 457	923.23
c13gar	CHAPTER 13 GARNISHMENT	538.00
n457	NATIONWIDE 457	250.00
udmp	UNION DUES - 1619 MP	196.29
dshs	DSHS CHILD SUPPORT	76.28
	Totals:	**43,593.89**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	17,095.54
l&i	L&I - SELF INSURED	2,938.40
medtx	MEDICARE TAX	2,118.94
fmlatx	WA Paid Family & Medical Leave	214.30
socsec	SOCIAL SECURITY	9,060.15
401a	401A DEFERRED COMPENSATION	2,766.12
pers3	PERS 3 RETIREMENT	1,519.02
unemp	UNEMPLOYMENT	143.71
	Totals:	**35,856.18**

Gross Earnings by Fund:	**146,117.24**	**4,885.81**
Total Fund Deductions:	**43,593.89**	
Fund Net:	**102,523.35**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
06/01/2021 to 06/15/2021-2 Cycle s

Fund Worked : 10135
 # Emps : 4

Earnings Code & Description		Amount	Hours
r	REGULAR	2,713.58	64.95

Earnings Code & Description		Amount	Hours
	Totals:	**2,713.58**	**64.95**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	245.33
socsec	SOCIAL SECURITY	168.25
medtx	MEDICARE TAX	39.35
fmlatx	WA Paid Family & Medical Leave	6.88
h457	MASSMUTUAL 457	3.41
udteam	UNION DUES - TEAMSTERS	0.72

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	214.38
401a	401A DEFERRED COMPENSATION	127.34
udmp	UNION DUES - 1619 MP	20.84
icm457	ICMA DEFERRED COMP	3.91
l&i	L&I - SELF INSURED	3.04
	Totals:	**833.45**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	351.95
401a	401A DEFERRED COMPENSATIOI	54.27
l&i	L&I - SELF INSURED	32.95
unemp	UNEMPLOYMENT	2.72

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	168.25
medtx	MEDICARE TAX	39.35
fmlatx	WA Paid Family & Medical Leave	3.99
	Totals:	**653.48**

Gross Earnings by Fund:	**2,713.58**	**64.95**
Total Fund Deductions:	**833.45**	
Fund Net:	**1,880.13**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

06/01/2021 to 06/15/2021-2 Cycle s

Fund Worked : 30401
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	1,288.28	30.25
	Totals:	**1,288.28**	**30.25**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	113.14
socsec	SOCIAL SECURITY	79.87
medtx	MEDICARE TAX	18.68
fmlatx	WA Paid Family & Medical Leave	3.26
pers2	PERS 2 RETIREMENT	101.77
401a	401A DEFERRED COMPENSATION	64.42
udmp	UNION DUES - 1619 MP	10.01
l&i	L&I - SELF INSURED	1.42
	Totals:	**392.57**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	167.09
401a	401A DEFERRED COMPENSATIOI	25.76
l&i	L&I - SELF INSURED	15.46
unemp	UNEMPLOYMENT	1.29
socsec	SOCIAL SECURITY	79.87
medtx	MEDICARE TAX	18.68
fmlatx	WA Paid Family & Medical Leave	1.89
	Totals:	**310.04**

Gross Earnings by Fund:	**1,288.28**	**30.25**
Total Fund Deductions:	**392.57**	
Fund Net:	**895.71**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
06/01/2021 to 06/15/2021-2 Cycle s

Fund Worked : 40201
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	109.12	3.20
	Totals:	**109.12**	**3.20**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	13.87
socsec	SOCIAL SECURITY	6.77
medtx	MEDICARE TAX	1.58
fmlatx	WA Paid Family & Medical Leave	0.28
pers2	PERS 2 RETIREMENT	8.62
icm457	ICMA DEFERRED COMP	2.18
udmp	UNION DUES - 1619 MP	1.06
l&i	L&I - SELF INSURED	0.15
	Totals:	**34.51**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	14.15
401a	401A DEFERRED COMPENSATIOI	2.18
l&i	L&I - SELF INSURED	0.63
unemp	UNEMPLOYMENT	0.11
socsec	SOCIAL SECURITY	6.77
medtx	MEDICARE TAX	1.58
fmlatx	WA Paid Family & Medical Leave	0.16
	Totals:	**25.58**

Gross Earnings by Fund:	**109.12**	**3.20**
Total Fund Deductions:	**34.51**	
Fund Net:	**74.61**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
06/01/2021 to 06/15/2021-2 Cycle s

Fund Worked : 41401
 # Emps : 6

Earnings Code & Description		Amount	Hours
r	REGULAR	4,538.24	123.20
phns	PHONE STIPEND	10.00	
o15r	OVERTIME X 1.5 - ROADS DEPT	2,502.37	46.00
	Totals:	**7,050.61**	**169.20**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	811.44
socsec	SOCIAL SECURITY	437.31
icm457	ICMA DEFERRED COMP	66.38
401a	401A DEFERRED COMPENSATIOI	18.37
h457	MASSMUTUAL 457	17.57
udmp	UNION DUES - 1619 MP	1.06
pers2	PERS 2 RETIREMENT	539.31
medtx	MEDICARE TAX	102.27
udteam	UNION DUES - TEAMSTERS	47.26
fmlatx	WA Paid Family & Medical Leave	17.87
l&i	L&I - SELF INSURED	8.10
	Totals:	**2,066.94**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	913.17
l&i	L&I - SELF INSURED	129.00
401a	401A DEFERRED COMPENSATIOI	90.44
unemp	UNEMPLOYMENT	7.05
socsec	SOCIAL SECURITY	437.31
medtx	MEDICARE TAX	102.27
fmlatx	WA Paid Family & Medical Leave	10.34
	Totals:	**1,689.58**

Gross Earnings by Fund:	**7,050.61**	**169.20**
Total Fund Deductions:	**2,066.94**	
Fund Net:	**4,983.67**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

06/01/2021 to 06/15/2021-2 Cycle s

Fund Worked : 42401
 # Emps : 4

Earnings Code & Description		Amount	Hours
r	REGULAR	819.36	24.45
	Totals:	**819.36**	**24.45**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	75.50
socsec	SOCIAL SECURITY	50.81
medtx	MEDICARE TAX	11.88
udteam	UNION DUES - TEAMSTERS	8.55
l&i	L&I - SELF INSURED	1.09
pers2	PERS 2 RETIREMENT	64.72
401a	401A DEFERRED COMPENSATION	23.77
icm457	ICMA DEFERRED COMP	9.00
fmlatx	WA Paid Family & Medical Leave	2.07
udmp	UNION DUES - 1619 MP	1.06
	Totals:	**248.45**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	106.27
401a	401A DEFERRED COMPENSATIOI	16.38
l&i	L&I - SELF INSURED	10.33
unemp	UNEMPLOYMENT	0.82
socsec	SOCIAL SECURITY	50.81
medtx	MEDICARE TAX	11.88
fmlatx	WA Paid Family & Medical Leave	1.21
	Totals:	**197.70**

Gross Earnings by Fund:	**819.36**	**24.45**
Total Fund Deductions:	**248.45**	
Fund Net:	**570.91**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
06/01/2021 to 06/15/2021-2 Cycle s

Fund Worked : 50301
 # Emps : 11

Earnings Code & Description		Amount	Hours
r	REGULAR	16,906.15	581.85
o15r	OVERTIME X 1.5 - ROADS DEPT	86.58	2.00
	Totals:	**16,992.73**	**583.85**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,587.36
socsec	SOCIAL SECURITY	1,053.54
icm457	ICMA DEFERRED COMP	321.91
udteam	UNION DUES - TEAMSTERS	173.58
401a	401A DEFERRED COMPENSATIOI	116.12
udmp	UNION DUES - 1619 MP	31.85
garnfe	GARNISHMENT FEE	0.41
pers2	PERS 2 RETIREMENT	1,130.97
dshs	DSHS CHILD SUPPORT	333.72
medtx	MEDICARE TAX	246.39
pers3	PERS 3 RETIREMENT	133.85
fmlatx	WA Paid Family & Medical Leave	43.07
l&i	L&I - SELF INSURED	27.91
	Totals:	**5,200.68**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	1,856.76
l&i	L&I - SELF INSURED	365.42
401a	401A DEFERRED COMPENSATIOI	338.11
fmlatx	WA Paid Family & Medical Leave	24.95
socsec	SOCIAL SECURITY	1,053.54
pers3	PERS 3 RETIREMENT	347.18
medtx	MEDICARE TAX	246.39
unemp	UNEMPLOYMENT	16.99
	Totals:	**4,249.34**

Gross Earnings by Fund:	**16,992.73**	**583.85**
Total Fund Deductions:	**5,200.68**	
Fund Net:	**11,792.05**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

06/01/2021 to 06/15/2021-2 Cycle s

Fund Worked : - Totals -
 # Emps : 63

Earnings Code & Description		Amount	Hours
r	REGULAR	145,705.33	4,786.48
s	SICK	5,516.49	181.35
fh	FLOATING HOLIDAY	3,708.57	128.00
cpr	COMP TIME PAID - PW ROADS	951.17	31.75
cu	COMP USED	752.50	29.25
auto	AUTO ALLOWANCE CONTRACTU	170.00	
c15r	COMP EARNED X 1.5 ROADS	-305.02	-6.50
v	VACATION	11,584.76	366.60
o15r	OVERTIME X 1.5 - ROADS DEPT	3,738.62	71.00
vp	VACATION PAYOFF	2,198.62	73.39
fl	FUNERAL LEAVE	831.03	24.00
spt	SICK PAYOFF - TERMINATION 10%	228.85	76.39
phns	PHONE STIPEND	10.00	
	Totals:	**175,090.92**	**5,761.71**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	15,956.08
socsec	SOCIAL SECURITY	10,856.70
medtx	MEDICARE TAX	2,539.09
udteam	UNION DUES - TEAMSTERS	1,646.00
pers3	PERS 3 RETIREMENT	719.44
fmlatx	WA Paid Family & Medical Leave	443.53
udmp	UNION DUES - 1619 MP	262.17
n457	NATIONWIDE 457	250.00
garnfe	GARNISHMENT FEE	1.00
pers2	PERS 2 RETIREMENT	12,489.49
icm457	ICMA DEFERRED COMP	3,241.94
401a	401A DEFERRED COMPENSATION	1,704.39
h457	MASSMUTUAL 457	944.21
c13gar	CHAPTER 13 GARNISHMENT	538.00
dshs	DSHS CHILD SUPPORT	410.00
l&i	L&I - SELF INSURED	253.79
aflpre	AFLAC PRE TAX	114.66
	Totals:	**52,370.49**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	20,504.93
l&i	L&I - SELF INSURED	3,492.19
medtx	MEDICARE TAX	2,539.09
fmlatx	WA Paid Family & Medical Leave	256.84
socsec	SOCIAL SECURITY	10,856.70
401a	401A DEFERRED COMPENSATION	3,293.26
pers3	PERS 3 RETIREMENT	1,866.20
unemp	UNEMPLOYMENT	172.69
	Totals:	**42,981.90**

Grand Total Gross Earnings:	**175,090.92**	**5,761.71**
Grand Total Deductions:	**52,370.49**	
Grand Total Net:	**122,720.43**	

1C

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of June 21 - 25, 2021

6/29/21

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, June 21, 2021. Present were Commissioners Ozias, Johnson and Peach (phone), and Administrator Sill.

Items of discussion per the agenda published June 17 were:

- Calendar/Correspondence
- Department of Community Development mediation discussion
- Agreement with Sunland Div. 17 Owners Association to purchase right of way for the Sequim Dungeness Way and Woodcock Road Round About Project
- Agreement with Washington State Department of Transportation for Sequim Dungeness Way and Woodcock Road Intersection Project
- Agreement with Washington State Department of Transportation for Olympic Discovery Trail from the Forks Calawah River Park to the Sitkum-Sol Duc Road (aka A Road)
- American Rescue Plan Act – Clallam County PUD request
- Contract amendment 1 with State of Washington Department of Veterans Affairs to extend contract for County Veterans Service Officer
- Notice of hearing to be held Tuesday, July 20, 2021 at 10:30 a.m. for the Mid-year 2021 Budget Review
- Letter regarding Criminal Justice Treatment Account funds
- Agreement with State Office of Public Defense (OPD) for grant funds of $16,701 related to the State v Blake

Meeting concluded at 11:32 a.m. and continued to the Department of Natural Resources quarterly report meeting convening at 1 p.m. Present were Commissioners Ozias, Johnson and Peach (phone), and Administrator Sill.

Department of Natural Resources

- Quarterly income report

Meeting adjourned at 2:44 p.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, June 22, 2021. Also present were Commissioners Johnson and Peach (phone) and Administrator Sill.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Add: 1d Letter regarding Criminal Justice Treatment Account funds
Add: 2d Agreement with State Office of Public Defense (OPD) for grant funds of $16,701 related to the State v Blake

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

CONSENT AGENDA

1a Approval of vouchers for the week of June 14
1b Approval of payroll for the period ending May 31
1c Approval of minutes for the week of June 14
1d Letter regarding Criminal Justice Treatment Account funds

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

DRAFT

REPORTS AND PRESENTATIONS

- CBP commented on an email from Cindy Kelly regarding water systems and Washington State Association of Counties regarding an analysis for Marbled Murrelet.
- CRJ commented on Ecosystem benefits, Timber Counties Caucus, Port Angeles Healthy Youth Coalition and American Rescue Plan Act funding for small businesses.

CONTRACTS AND AGREEMENTS

2a Agreement amendment 2 with Department of Ecology for Stormwater management and regulations outreach
ACTION TAKEN: CRJm to approve, CBPs, mc

2b Contract amendment 1 with State of Washington Department of Veterans Affairs to extend contract for County Veterans Service Officer
ACTION TAKEN: CRJm to approve, CBPs, mc

2c Agreement with Sunland Div. 17 Owners Association to purchase right of way for the Sequim Dungeness Way and Woodcock Road Round About
ACTION TAKEN: CRJm to approve, CBPs, mc

2d Agreement with State Office of Public Defense (OPD) for grant funds of $16,701 related to the State v Blake
ACTION TAKEN: CRJm to approve, CBPs, mc

BIDS AND AWARDS

3a Notice of call for bids to be received no later than 10 a.m., Tuesday, July 20, 2021 for Lower Dungeness River Floodplain Restoration and Levee Road Realignment Project – Phase 1 Earthwork
ACTION TAKEN: CRJm to issue, CBPs, mc

ADMINISTRATION

4a Resolution appointing Jennifer Bond to the Conservation Futures Program Advisory Board
ACTION TAKEN: CRJm to adopt, CBPs, mc

4b Notice of hearing to be held Tuesday, July 6, 2021 at 10:30 a.m. for a Resolutions authorizing sale of a County tax title property by way of electronic media and setting terms of sale
ACTION TAKEN: CRJm to issue, CBPs, mc

4c Continued notice of hearing to be held Tuesday, July 13, 2021 at 10:30 a.m. and 5 p.m. for an update of Clallam County Shoreline Master Program (SMP) and Administrative Procedures
ACTION TAKEN: CRJm to issue, CBPs, mc

PUBLIC COMMENT

- Kenneth Reandeau, Port Angeles, commented on PUD American Rescue Plan Act presentation, Department of Community Development and Republican Party.

Meeting concluded at 10:26 a.m. and continued to 9 a.m., Monday, June 28, 2021.

There are no Zoom chat logs for the week of June 21.

DRAFT

The Board of Commissioners attended WSAC Virtual Assembly – COVID 19 update, Department of Natural Resources Joint Meeting and William Shore Memorial Pool District meeting during the week of June 21.

PASSED AND ADOPTED this twenty-ninth day of June 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

KEY TO ABBREVIATIONS:

ARS	Administrator Rich Sill	m	moved
CMO	Commissioner Mark Ozias	mc	motion carried
CRJ	Commissioner Randy Johnson	s	seconded
CBP	Commissioner Bill Peach		

DRAFT

1d
6/22/21

PROCLAMATION

RECOGNIZING THE WEEK OF JUNE 20 AS KOREAN WAR REMEMBRANCE WEEK

WHEREAS, the Korean War erupted on June 25, 1950 when the Democratic People's Republic of Korea Army (NPRK – North Korea, Communist Party) invaded the Republic of Korea (ROK); and

WHEREAS, resulting President Harry S. Truman ordering United States troops to support the United Nations Security Council Resolution calling for member nations to give military and medical aid to South Korea; and

WHEREAS, more than 6 million Americans served during the Korean War, and over 33,629 lost their lives with 2.5 million Americans serving within Korea of which 122,000 were from Washington State; and

WHEREAS, 528 Washington State residents and 1st Lt. Robert G. Price, USMC 1950, Sgt. George A. Svicarovich, USMC, 1950, 1st Lt. Jack D. Sanders, US Army, 1950 Cpl. Herman H. Hodge, US Army, 1950 Sgt. Melvin E. Constable, US Army, 1951, and Sgt. Virgil L. Fisher, US Army, 1951 were Killed in Action between 1950 and 1953; were from Clallam County, Washington; and

WHEREAS, the Korean War began 71 years ago on June 25, 1950 and the willingness of the Armed Forces of the United States of America to put their lives on the line for freedom of all people and peace in the world is a lasting legacy to our great American Spirit and Honor.

NOW, THEREFORE BE IT PROCLAIMED the Board of Clallam County Commissioners hereby proclaim the week of June 20, 2021 as Korean War Veterans Remembrance Week and encourage all citizens to participate in the scheduled ceremonies recognizing and honoring the sacrifices made.

Signed this twenty-second day of June 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

12/9/19
Sent

CERTIFICATE OF APPRECIATION

AWARDED TO

SHERRY STOUT

FOR 7 YEARS OF SERVICE TO CLALLAM COUNTY

DATED
THIS 30TH DAY OF
JUNE 2021
AT
PORT ANGELES,
WASHINGTON

ADMINISTRATOR RICH SILL

COMMISSIONER MARK OZIAS

COMMISSIONER RANDY JOHNSON

COMMISSIONER BILL PEACH

2A
6/29/21

AGENDA ITEM SUMMARY

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

Department: Public Works/Road Dept.

WORK SESSION ☒ **Meeting Date: June 21, 2021**

REGULAR AGENDA ☒ **Meeting Date: June 29, 2021**

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

Item summary:

- ☐ Call for Hearing
- ☒ Contract/Agreement/MOU - Contract # 101-20-007A
- ☐ Resolution
- ☐ Proclamation
- ☐ Budget Item
- ☐ Draft Ordinance
- ☐ Final Ordinance
- ☐ Other Local Age

Documents exempt from public disclosure attached: ☐

Executive summary: Clallam County was previously awarded $490,000 of federal funding through the Highway Safety Improvement Program (HSIP) to design and construct a roundabout at the Sequim-Dungeness Way and Woodcock Road intersection. The Board also approved (Resolution 36, 2021) allocation of $350,000 of our regional Surface Transportation Block Grant (STBG) federal funding allocation to support project construction. This project is now ready to go to the construction phase. Due to the pandemic and other challenges facing local agencies, local agencies awarded HSIP funding that are ready to submit and move forward on their project are eligible for 100% federal funding (i.e., no local match) on all new project phase authorizations by September 20, 2021. To obligate this federal funding, the County will need to obtain approval of its construction phase authorization package from the Washington State Department of Transportation (WSDOT) and Federal Highway Administration (FHWA) by September 20, 2021. The construction authorization package we need to submit to obligate federal funds requires County Commissioner approval of a project prospectus and local agency agreement (LAA) supplement.

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

The project is listed in the County's adopted Six-Year (2020-25) Transportation Improvement Program (TIP). Funding for construction of this project is already allocated in the 2021 budget.

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

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

County Official signature & print name: _____

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works/Roads

Date submitted: June 16, 2021

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

BOCCAgenda_LAA(CN Phase)
Revised: 3-04-2019

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

Washington State Department of Transportation

Local Agency Federal Aid Project Prospectus

	Prefix	Route	( )
Federal Aid Project Number	HISP-000S(555)		
Local Agency Project Number	LA-9833		(WSDOT Use Only)

Date	June 15, 2021
DUNS Number	075739235
Federal Employer Tax ID Number	91-6001298

Agency	CA Agency	Federal Program Title
Clallam County	☑ Yes ☐ No	☑ 20.205 ☐ Other

Project Title		
Sequim-Dungeness Way/Woodcock Roundabout	Start Latitude N 48-6-58.30 End Latitude N 48-6-56.67	Start Longitude W 123-6-7.79 End Longitude W 123-6-7.80

Project Termini From-To	Nearest City Name	Project Zip Code (+4)
Seq.-Dungeness Wy & Woodcock Intersection	Sequim	98382-8525

Begin Mile Post	End Mile Post	Length of Project	Award Type
2.42	2.62	0.2 miles	☑ Local ☐ Local Forces ☐ State ☐ Railroad

Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
				05	Clallam

WSDOT Region	Legislative District(s)	Congressional District(s)	Urban Area Number
Olympic Region	District 24	District 6	48

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month	Year
P.E.	50,000	5,000	45,000	02	2020
R/W	50,000	50,000		07	2020
Const.	1,192,830	54,624	1,138,206	08	2021
Total	1,242,830	109,624	1,183,206		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes
28 to 34 feet	2 lane roads (left turn lanes on Sequim-Dung. Way)

Sequim-Dungeness Way width is 34-feet. For Woodcock Road, the width on the east and west entrances to the intersection is 28-feet and 34-feet, respectively.

Description of Proposed Work

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

Construct a roundabout at the intersection of Sequim-Dungeness Way and Woodcock Road to improve safety.

Local Agency Contact Person	Title	Phone
Steve Gray	Transportation Program Manager	360-417-2290

Mailing Address	City	State	Zip Code
223 East Fourth Street, Suite 6	Port Angeles	WA	98362-3000

Project Prospectus

By R. Tyler, P.E.
Approving Authority

Title COUNTY ENGINEER Date 6/16/2021

Agency	Project Title	Date
Clallam County	Sequim-Dungeness Way/Woodcock Rounda	June 15, 2021

Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width	Number of Lanes
☑ New Construction	☐ Path / Trail	☐ 3-R	15 feet	1
☐ Reconstruction	☐ Pedestrian / Facilities	☐ 2-R		
☐ Railroad	☐ Parking	☐ Other		
☐ Bridge				

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☑ Urban ☐ Rural ☐ NHS ☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☑ Major Collector ☐ Minor Collector ☐ Local Access	☑ Urban ☐ Rural ☐ NHS ☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☑ Major Collector ☐ Minor Collector ☐ Local Access
Terrain	☑ Flat ☐ Roll ☐ Mountain	☑ Flat ☐ Roll ☐ Mountain
Posted Speed	45 mph	50 mph(current stop sign)
Design Speed	50 mph	50 mph (current stop sign)
Existing ADT	6818 (Aug. 2017)	1200 (April 2018)
Design Year ADT	8000	2000
Design Year	2041	2041
Design Hourly Volume (DHV)	1200	300

Performance of Work

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

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS)

☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement

☐ Class III - Environmental Assessment (EA)

☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements

☑ Class II - Categorically Excluded (CE)

☑ Projects Requiring Documentation (Documented CE)

Environmental Considerations

The majority of the roundabout will be located on the footprint of the existing Sequim-Dungeness Way and Woodcock Rd. paved intersection area. The project area is flat and clearing and grading will be minimum.

Agency	Project Title	Date
Clallam County	Sequim-Dungeness Way/Woodcock Rounda	June 15, 2021

Right of Way

☐ No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	☑ Right of Way Needed ☑ No Relocation	☐ Relocation Required

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

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

Digging of utility trench for power and cable utilities.

FAA Involvement

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

Remarks

There are no public use airports within 2-miles of the proposed project area.

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

Agency

Date

By _____
Mayor/Chairperson

Washington State Department of Transportation

Local Agency Agreement Supplement

Agency		Supplement Number
Clallam County		1
Federal Aid Project Number	Agreement Number	CFDA No. **20.205**
HISP-000S(555)	LA-9833	(Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement number noted above.
All provisions in the basic agreement remain in effect except as modified by this supplement.
The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Sequim-Dungeness Way and Woodcock Road Roundabout Length 0.2 miles

Termini Intersection of Sequim-Dungeness Way and Woodcock Road M.P. 2.42 - 2.62

Description of Work ✓ No Change

Construct a roundabout at the intersection of Sequim-Dungeness Way and Woodcock Road to improve safety.

Reason for Supplement

Obligate CN phase.

Are you claiming indirect cost rate? ✓ Yes ☐ No Project Agreement End Date 12/31/25

Does this change require additional Right of Way or Easements? ☐ Yes ✓ No Advertisement Date: 09/14/21

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 90 %	a. Agency	45,000.00		45,000.00	4,500.00	40,500.00
	b. Other			0.00		
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State	5,000.00		5,000.00	500.00	4,500.00
	e. Total PE Cost Estimate (a+b+c+d)	50,000.00	0.00	50,000.00	5,000.00	45,000.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 86.5/100 %	k. Contract			0.00		
	l. Other Const. STP(US) 86.5%		404,624.00	404,624.00	54,624.00	350,000.00
	m. Other Const. HSIP 100%		670,676.00	670,676.00		670,676.00
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency HISP 100%		107,530.00	107,530.00		107,530.00
	p. State HISP 100%		10,000.00	10,000.00		10,000.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	1,192,830.00	1,192,830.00	54,624.00	1,138,206.00
	r. Total Project Cost Estimate (e+j+q)	50,000.00	1,192,830.00	1,242,830.00	59,624.00	1,183,206.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official
By

Title

Washington State Department of Transportation
By Director, Local Program

Date Executed

Agency		Supplement Number
Clallam County		1
Federal Aid Project Number	Agreement Number	CFDA No. **20.205**
HISP-000S(555)	LA-9833	(Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

IX. Payment of Billing

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

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

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

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

XVII. Assurances

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

2AGENDA ITEM SUMMARY

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

26
6/29/21

Department: Public Works/Road Dept.

WORK SESSION ☒ **Meeting Date: June 21, 2021**

REGULAR AGENDA ☒ **Meeting Date: June 29, 2021**

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

Item summary:

- ☐ Call for Hearing
- ☒ Contract/Agreement/MOU - Contract # 101-21-011
- ☐ Resolution
- ☐ Proclamation
- ☐ Budget Item
- ☐ Draft Ordinance
- ☐ Final Ordinance
- ☐ Other Local Age

Documents exempt from public disclosure attached: ☐

Executive summary: Clallam County was previously awarded $450,000 by the Peninsula Regional Transportation Planning Organization under the Transportation Alternatives federal funding program to design and construct an approximately 1-mile section of the Olympic Discovery Trail (ODT) from the Forks Calawah River Park to the Sitkum-Sol Duc Road (aka. A Road). The project will also include a multi-user trail bridge crossing across the Calawah River. The County Board also approved (Resolution 36, 2021) a funding allocation of $825,000 of our regional Surface Transportation Block Grant (STBG) federal funding allocation to support trail and bridge construction. In addition, the County has a pledge of $300,000 for a grant by the local Lloyd J. Allen Charitable Trust to support this project. To obligate federal funding to start this project, the County needs to obtain approval of a preliminary engineering authorization package from the Washington State Department of Transportation (WSDOT) and Federal Highway Administration (FHWA). The preliminary engineering design package we need to submit to obligate federal funds requires County Commissioner approval of a project prospectus and local agency agreement (LAA).

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

The project is listed in the County's adopted Six-Year (2020-25) Transportation Improvement Program (TIP). Funding for construction of this project is already allocated in the 2021 budget.

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

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

County Official signature & print name: _____

Name of Employee/Stakeholder attending meeting: Steve Gray

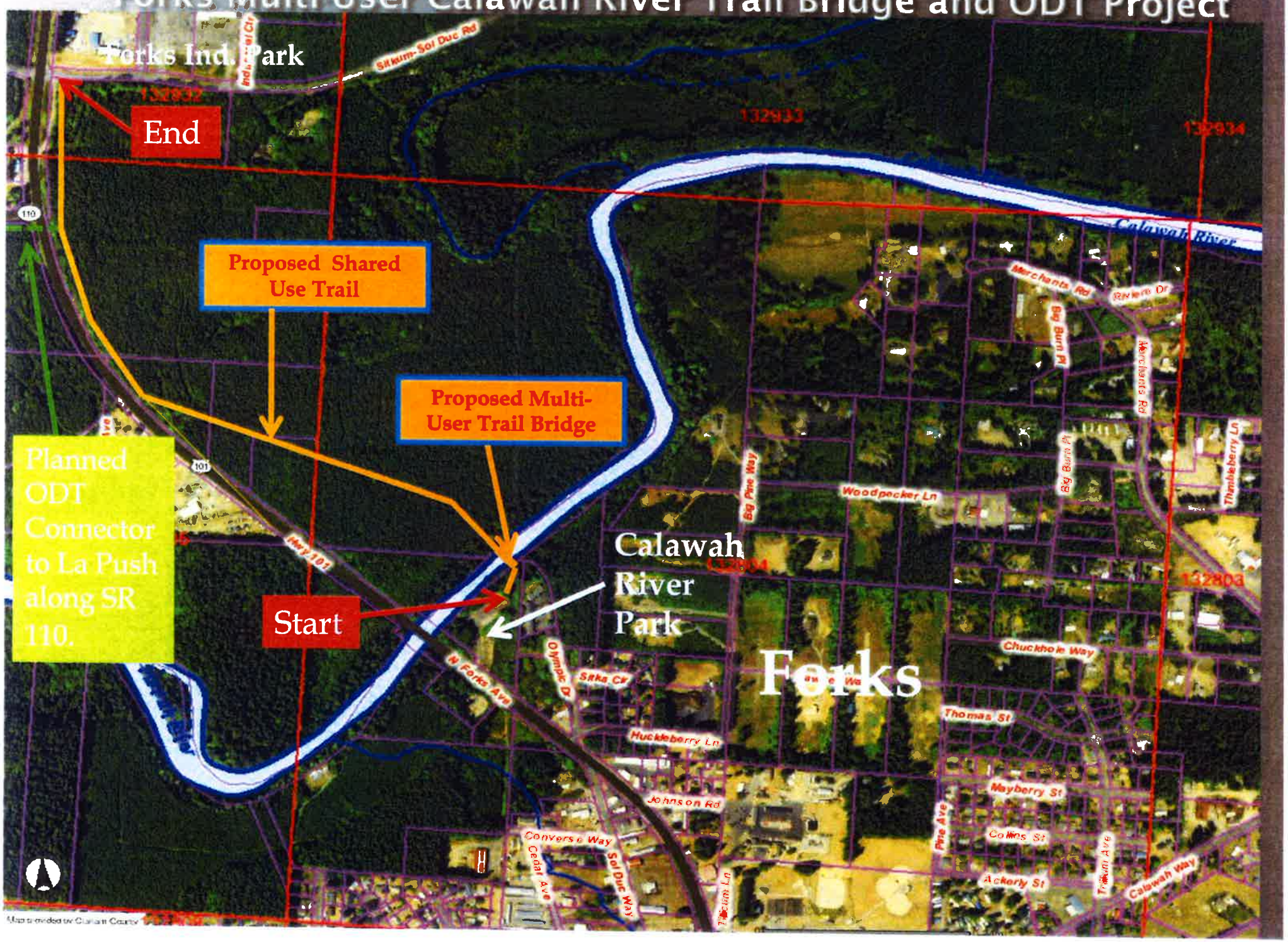
Relevant Departments: Public Works/Roads

Date submitted: June 16, 2021

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

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

Forks Multi-User Calawah River Trail Bridge and ODT Project



101-21-011

Washington State Department of Transportation

Local Agency Federal Aid Project Prospectus

	Prefix	Route	( )
Federal Aid Project Number			
Local Agency Project Number			

(WSDOT Use Only)

Date	June 16, 2021
DUNS Number	075739235
Federal Employer Tax ID Number	91-60001298

Agency	CA Agency	Federal Program Title
Clallam County	☑ Yes ☐ No	☑ 20.205 ☐ Other

Project Title	Start Latitude N	Start Longitude W
Olympic Discovery Trail-Forks Calawah River Park to Sitkum-Sol Duc Rd.	47-57-37.54	124-23-29.17
	End Latitude N 47-58-12.42	End Longitude W 124-24-11.71

Project Termini From-To	Nearest City Name	Project Zip Code (+4)
Forks Calawah River Park Sitkum-Sol Duc Rd.	Forks	98331-9205

Begin Mile Post	End Mile Post	Length of Project	Award Type
N/A	N/A	1 mile	☑ Local ☐ Local Forces ☐ State ☐ Railroad

Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
N/A	N/A	N/A		05	Clallam

WSDOT Region	Legislative District(s)	Congressional District(s)	Urban Area Number
Olympic Region	24	6	N/A

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month	Year
P.E.	75,000	10,125	64,875	08	2021
R/W					
Const.	1,500,000	289,875	1,210,125	08	2022
Total	1,575,000	300,000	1,275,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes
Not applicable	Not applicable

The project is for a new segment of the Olympic Discovery Trail (ODT). The typical trail width in completed ODT sections is 10-feet wide paved with 4-foot and 2-foot wide gravel shoulders.

Description of Proposed Work

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

Construction of a multi-user trail bridge over the Calawah River from the northeast corner of the Forks Calawah River Park and construct a new segment of the regional Olympic Discovery Trail between the Park and the Sitkum-Sol Duc Road.

Local Agency Contact Person	Title	Phone
Steve Gray	Transportation Program Manager	360-417-2290

Mailing Address	City	State	Zip Code
223 East Fourth Street, Suite 6	Port Angeles	WA	98362-3000

Project Prospectus

By R Tyler, P.E.
Approving Authority

Title County Engineer

Date 6/16/2021

Agency	Project Title	Date
Clallam County	Olympic Discovery Trail-Forks Calawah River Park to Sitkum-Sol Duc Rd.	June 16, 2021

Type of Proposed Work

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

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Urban ☐ Rural ☐ NHS ☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access	☐ Urban ☐ Rural ☐ NHS ☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access
Terrain	☐ Flat ☐ Roll ☐ Mountain	☐ Flat ☐ Roll ☐ Mountain
Posted Speed		
Design Speed		
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

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

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS)
- ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement

☐ Class III - Environmental Assessment (EA)
- ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements

☑ Class II - Categorically Excluded (CE)
- ☐ Projects Requiring Documentation (Documented CE)

Environmental Considerations

The project will include construction of new trail bridge across the Calawah River that will be in the approximate alignment of the former SR 9 bridge that existed before US 101 was built. North of the bridge crossing for approximately 0.5 miles the proposed trail corridor will be constructed on the former SR 9 road grade.

Agency	Project Title	Date
Clallam County	Olympic Discovery Trail-Forks Calawah River Park to Sitkum-Sol Duc Rd.	June 16, 2021

Right of Way

☑ No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	☐ Right of Way Needed ☐ No Relocation	☐ Relocation Required

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

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

It is not anticipated that any utility relocations for this project will be required. There are no existing structures that will be impacted by this project.

FAA Involvement

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

Remarks

Forks Municipal Airport is located approximately 1.5 miles to the south.

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

Agency

By _____

Mayor/Chairperson

Date

Washington State Department of Transportation

Local Agency Agreement

Agency Clallam County

Address
223 East Fourth Street, Suite 6
Port Angeles, WA 98362-3000

CFDA No. 20.205
(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

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

Project Description

Name Olympic Discovery Trail-Forks Calawah River Park to Sitkum-Sol Duc Road Length 1 mile

Termini Forks Calawah River Park to Sitkum-Sol Duc Road

Description of Work

Construction of a multi-user trail bridge over the Calawah River from the northeast corner of the Forks Calawah River Park and construct a new segment of the regional Olympic Discovery Trail between the Park and the Sitkum-Sol Duc Road.

Project Agreement End Date 08/31/25

Proposed Advertisement Date

Claiming Indirect Cost Rate
✓ Yes ☐ No

Type of Work		Estimate of Funding (1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	70,000.00	9,450.00	60,550.00
86.5 %	b. Other			
Federal Aid Participation	c. Other			
Ratio for PE	d. State	5,000.00	675.00	4,325.00
	e. Total PE Cost Estimate (a+b+c+d)	75,000.00	10,125.00	64,875.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid Participation	h. Other			
Ratio for RW	i. State			
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
	m. Other			
Federal Aid Participation	n. Other			
Ratio for CN	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	75,000.00	10,125.00	64,875.00

Agency Official
By

Title

Washington State Department of Transportation
By Director, Local Program

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

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

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

$ at $ per month for months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

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

, , Resolution/Ordinance No.

Provisions

I. Scope of Work

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

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

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

II. Delegation of Authority

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

III. Project Administration

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

IV. Availability of Records

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

V. Compliance with Provisions

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

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

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

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

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

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

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

VI. Payment and Partial Reimbursement

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

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

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

1. Project Construction Costs

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

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

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

VIII. Single Audit Act

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

IX. Payment of Billing

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

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

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

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

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

XI. Indemnity

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

XII. Nondiscrimination Provision

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

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

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

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

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

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

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

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

XIII. Liquidated Damages

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

XIV. Termination for Public Convenience

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

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

XV. Venue for Claims and/or Causes of Action

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

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

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

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

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

XVII. Assurances

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

Additional Provisions

2C

AGENDA ITEM SUMMARY

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

6/29/21

Department: DCD

WORK SESSION ☒ **Meeting Date: 6.28.2021**

REGULAR AGENDA ☒ **Meeting Date: 6.29.2021**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 334.16.005-8
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

This amendment provides a no-cost time extension for Shannon & Wilson's current contract for the Dungeness River Floodplain Restoration. Currently the contract expires on June 30. A no-cost extension will give us time to adjust the contract for the construction phase and to revise the original plan to adjust for the Jamestown S'Klallam Tribe's River's Edge project.

Budgetary impact: **N/A**

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Please sign the no-cost extension.

County Official signature & print name: Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Cathy Lear

Relevant Departments: DCD, Roads

Date submitted: 6.23.2021

PERSONAL SERVICES AGREEMENT
AMENDMENT 8

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

Name: Shannon & Wilson, Inc.

Address: 400 N. 34th Street, Suite 100
Seattle, WA 98103

Phone №: 206.632-8020

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on month, day, year.

This Amendment is comprised of:

☒ Attachment A – Scope of Work

☒ Attachment B – Compensation

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

The term of this Amendment shall commence on the 1st day of July 2021 and shall, unless terminated as provided elsewhere in the Agreement, end on the 31st day of October 2021.

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

CONTRACTOR D. Cline

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mark Ozias, Chair

Print name: David Cline
Title: Vice President, Hydraulic Engineer

Date: June 17, 2021

Originals: BOCC
Vendor
Initiating Department

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

SCOPE OF WORK
Please see www.clallam.net

Kennedy, Lori

From: Lear, Cathy
Sent: Friday, June 18, 2021 11:34 AM
To: Winborn, Mary Ellen; Kennedy, Lori
Subject: S&W amendment 8 time extension and agenda item summary

PSA-BOCC Amendment 8.d...

Agenda Item Summary.docx

Dungeness 334.16.005 amen...

DUNGENESS_ 334.16.005_scop...

Hello,
Attached are the time extension amendment, the agenda item summary for June 28 and June 29, and the scope and budget for the agenda packet. The pdf file has everything but the agenda item summary. The word docs are the backup in case someone wants them.

Rich sill has ok'd the back to back work session/approval for June 28 and 29.

Thank you
Cathy Lear
Habitat Biologist
Clallam County Department of Community Development
360.912.5995
clear@co.clallam.wa.us

If your vision can be accomplished in your lifetime, it's too small.

--- Joel Salatin

SHANNON & WILSON, INC.
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

Sept. 10, 2019

Ms. Cathy Lear
Clallam County, Dept. of Community Development
223 East 4th Street, Suite 5
Port Angeles, WA 98362

RE: PROPOSAL FOR LOWER DUNGENESS RIVER, LEVEE SETBACK AND FLOODPLAIN RESTORATION PROJECT, 334.16.005 AMD.6 – REVISION 3

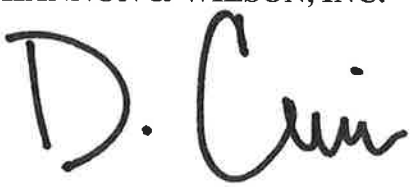
Dear Ms. Lear (Cathy):

This letter provides the revised supporting documentation for Contract Amendment No. 6. Enclosed are a detailed scope of work and summary of project changes, consultant rates through June 30, 2020, and cost estimates for completed and remaining scope of work associated with the project changes. I have also attached to my email, a word and excel tables with highlights showing the scope changes since the July 26, 2019 proposal submittal. This Revision 3 includes a new Table 1. Contract Summary, and corrections to Table 2 (formerly Table 1) for Contract Amendment No. 6 cost totals.

I am available to you and County leadership to discuss the enclosed documents in detail. I suggest we meet in person to go through the contract amendment supporting documents, once you have had a chance to review.

Sincerely,

SHANNON & WILSON, INC.



David R. Cline, PE, CFM
Vice President, Hydraulic Engineer

DRC/BSR/AJS/drc

Enc: Change Summary and Scope of Services Modification
Consultant Rates July 1, 2019 through June 30, 2020
Contract Amendment No. 6 Cost Estimates (Revised Sept. 10, 2019)

400 NORTH 34TH STREET, SUITE 100
P.O. BOX 300303
SEATTLE, WASHINGTON 98103-8636
206-632-8200 FAX: 206-695-6777
www.shannonwilson.com

SUMMARY OF PROJECT CONTRACT CHANGES & WORK REMAINING – SCOPE FOR CHANGE ORDER REQUEST

Task 1.1 – Project Management - Work Complete
Period of performance of contract is 14 months - June 14, 2016 through August 15, 2017 **(Complete)**.

Task 1.1 – Project Management - Work Added

- **Added:** Extend project design and permit phase from August 2017 through December 31, 2019.
- **Added:** Revise billing rates for 2019 through June 2020 (see attachments).
- **Added:** Extensive coordination needed during final project design phases. Increase in management and coordination services to address project complexity combined with changes in lead entity

Task 1.2 – Coordination with Corps - Work Complete
This task will involve Consultant project coordination with the County and the Corps of Engineers. To facilitate the process, the Consultant will provide guidance and assist with coordinating and communicating with the Corps. There are multiple tasks that will involve coordination and communication between the County, the Corps of Engineers and the design Consultant. Some examples of these include the following:

- Gather existing data, models, information for the project **(Complete)**.
- The Project Partnership Agreement (PPA) describes the responsibilities of the Corps and the County as the non-federal sponsor. The PPA will need to clearly identify roles, responsibilities, cost-share, and technical tasks to be performed by each of the Corps, County and their design Consultant as described in this scope of services **(Complete)**.
- Confirm Corps design standards, policies, and procedures that must be followed as part of this scope of services **(Complete)**.
- Confirm Corps expectations for additional H&H studies; geotechnical field investigations and sampling; field surveys including bathymetry; real estate efforts; and environmental studies and documentation **(Complete)**.
- Support the County by identifying Corps reviews, key personnel, approvals, and schedules likely needed as part of the PPA and project final design and permitting, and construction project **(Complete)**.
- Develop an integrated schedule with milestones of USACE review and approval activities of the design documents, and the amount of time needed from the submittal of the Final Design Documents, Ready to Advertise, to the award of a construction contract advertised by the Corps **(Complete)**.

The Corps is considering switching from the Section 544 Puget Sound Adjacent Waters to a Section 1135 Project Modifications to Improve the Environment authority. The transfer of authorities may have limitations in the funding authority that the County and Corps should address prior to switching authorities.

- As an example, the Section 1135 Authority has a total project cost cap of $10M. Will the Corps need special authorization by Congress to exceed this cap, and what is the expected time for approval?
- Are there special approvals needed within the Corps if the sponsor's match exceeds the standard 25% local to 75% federal cost share? What is needed in this regard?
- Are there funding concerns for the Section 1135 program in Fiscal Years FY – 2017?
- Does the roadway reconfiguration study impact or require changes in the DPR/EA that is near finalization by the Corps, and is the authorizing document for the project?
- To facilitate the partnering process, the Consultant will provide the County with a Corps Partnering briefing report that will summarize the Corps process, project partnership agreements requirements, requirements of the different operating authorities, a summary of Corps review and approval processes, schedules and key staff commitments needed for these reviews, and will provide recommendations for the County working with the Corps in a partnering and cost-sharing agreement **(Complete)**.

In addition, the Consultant will actively engage the Corps, with the County, to facilitate project progress. Corps engagement will include the following activities:

- Monthly progress and coordination calls with the Corps, County and Consultant. Assume 14-monthly, 1-hour coordination calls **(Complete)**.
- The Corps will attend technical team meetings with the County and Consultant as described in Task 2.2 **(Complete)**.
- Technical outreach and coordination between the Consultant and Corps. This task will involve various coordination and communications amongst the Corps, County and Consultant team. Consultant will assume 84 hours per month for a 14 month period **(Complete)**.

Task 1.2 – Coordination with Corps - Work Remaining

Recommend closing Task 1.2. Further coordination with Corps will occur as part of Task 13.0 and Task 13.1 Section 408 SAR permits.

Task 1.2 – Coordination with Corps - Work Added

- **Added:** Increase in project management for Dave Cline (Shannon & Wilson) as a result in change of lead funding agency. Increase in effort in Task 1.2 for scoping/starting 408 process with the Corps, which is now part of Task 130 Permits. Change in scope of services and coordination tasks for Mark Ohlstrom (HDR) spending time on coordinating with USACE and less on updates, reports and other unused deliverables (Complete).

- **Added:** Corps partnering memo, federal levee status inquiries, additional Corps meetings and shift to County lead without Corps Section 1135 program is a significant change to the project (Complete).

- **Change:** Corps withdrew from Project Partnership Agreement for Section 1135 funds. This is a cause of major delays, and costs extending project design and permitting project beyond 2018. Remove any remaining efforts of Coordination with Corps as part of 1135 program.

Task 1.3 – Project Grant Assistance - Work Added

The project currently has funding from a Floodplains By Design Grant, which will potentially be used as match for the Corps Section 1135 program. Each of these granting sources have a variety of contracting and progress reporting requirements. This task is a pool of 40 hours to be provided for the Consultant Project Manager to assist the County in providing information and support to the County on funding grant related tasks (Complete - Provided grant technical support to County for Floodplains by Design, USFWS and PSAR, and other grant applications) **(Complete)**.

Task 1.3 – Project Grant Assistance - Work Remaining

- **Add:** Additional grants and funding will be needed to complete project, and continuing communication with the grant agencies will be needed. Recommend including 40 hours of project manager time to assist in pursuing additional grants and reporting on existing grants for work remaining.

Task 2.1: Communications and Outreach Plan
The Consultant will coordinate with the County and develop a Communications and Outreach Plan **(Complete)**.

Task 2.2 – Technical Team Meetings – Work Complete

- Project Kickoff Meeting – June 12, 2016 – Note: The lead geomorphologist attendance was added to this meeting **(Complete)**.
- Towne Road Reconfiguration Meeting – Sept. 20, 2016 **(Complete)**
- Hydraulic modeling, Floodplain Geomorphic and Habitat Restoration Meeting – Oct. 7, 2016 **(Complete)**

Task 2.2 – Technical Team Meetings - Work Remaining

- 95% Design Meeting **(Remains)**
- Final Design Meeting **(Remains)**

Task 2.2 – Technical Team Meetings - Work Added / Removed

- **Added**: Hydraulic Modeling, Floodplain Geomorphic and Habitat Restoration Meeting No. 2 – June 20, 2017 **(Complete)**
- **Added:** WDFW Technical Team Meeting / Videoconference – March 13, 2018 **(Complete)**
- **Added**: Jamestown S'Klallam Tribe 65% Design Review Technical Team Meeting – December, 6, 2018 **(Complete)** – Note: The Tribe requested a substantial revision to the restoration design plan that would require additional design, permit, and construction funding. A follow up meeting / call is needed to address these recommendations/requests by the Tribe.
- **Remove**: Geotechnical Design Meeting (Not Complete) – The geotechnical engineer can participate in the 65% Design Review meeting. No need for a separate meeting.

Task 2.3 – Community Outreach Meetings – Work Complete
Original scope had three community outreach meetings.

- Towne Road Reconfiguration Meeting – Nov. 29, 2016 **(Complete)**
- Final Project Plan and Shoreline Substantial Development Permit Outreach Meeting – June 27, 2018 **(Complete)**

Task 2.3 – Community Outreach Meetings - Work Remaining

- Final Design / Construction Start - Community Update **(Remain)**

Task 2.3 – Community Outreach Meetings – Work Added
Added 11 community (landowner) outreach meetings to improve communications with each individual landowner.

- **Added:** 13 Landowner Meetings **(Complete)**
  - Eberles – July 10, 2017 **(Complete)**
  - Houks – July 10, 2017 **(Complete)**
  - Brown/McCartney – July 13, 2017 **(Complete)**
  - Cufley – July 13, 2017 **(Complete)**

- PCC/Nash/Huber – July 24, 2017 **(Complete)**
- Brown/McCartney – Nov. 1, 2017 **(Complete)**
- Brown/McCartney – June 7, 2018 **(Complete)**
- PCC/Nash – June 13, 2018 **(Complete)**
- PCC/Nash – June 13, 2018 **(Complete)**
- Eberle – June 15, 2018 **(Complete)**
- Houk – June 15, 2018 **(Complete)**
- Cufley – Feb. 28, 2019 **(Complete)**
- Cufley, Houk, Alissa – March 27, 2019 **(Complete)**
- Sequim Realtors – 7/17/19 **(Complete)**

- **Added:** 6 Landowner Meetings **(Remain)**
  - Eberles – TBD
  - Cufley – TBD
  - Nash/PCC – TBD
  - Houk – TBD
  - Miscellaneous – 2 Mtgs TBD

Task 2.4 – Board of Commissioner Meetings - Work Remaining

- Final Design / Construction Contract Update **(Remain)**

Task 3.5 – Towne Road Reconfiguration 65% Design Report – Work Complete
The Consultant will prepare Towne Road Reconfiguration 65% Draft Design plans and quantities based on the layout shown in Figure 1 **(Complete)**.

- The 65% Draft Design plans will include the following road design elements:
  - Road alignment alternatives **(Complete)**
  - New Towne Road intersection as Sequim-Dungeness Way and E. Anderson Road (**Complete** – 3 intersection types provided)
  - (1) Bridge and foundation plans and sections **(Complete)**
  - (1) Culvert plan and sections (**Complete** – 3 Culverts Total Provided, West Tributary Meadowbrook Creek (1) 6ft CMP, Town Road Trail (1) 16ft Box, and Spur Levee Access Road (2) 16ft boxes).
  - Culvert elevations – (**Complete** – 3 Culverts Total Provided)
  - Typical sections – **(Complete)**
  - Paving and surfacing limits – **(Complete)**
  - Fencing and guardrails – **(Complete)**
  - Edge condition details – **(Complete)**
  - Signing and striping – **(Complete)**
  - Utility relocations – **(Complete)**
  - Grading digital terrain model of the roadway – **(Complete)**
  - Paving details – **(Complete)**
  - **Added:** Drainage design/details for non-exempt receiving water body – **(Complete)**
  - Quantities will be developed according to 65% design level and will include percentage estimations for additional design elements that are not developed in this phase. **(Complete)**
  - **Added:** Cost estimate **(Complete)**

Task 3.5 – Towne Road Reconfiguration 65% Design - Work Remaining

- Design elements listed above will added to project and progress from 0% design to 95% design as part of Task 3.6 Towne Road Reconfiguration 95% Design. Task 3.5 remaining budgets will be transferred to 3.6.

Task 3.5 – Towne Road Reconfiguration 65% Design Report – Work Added

- The Road design report was impacted by the following changes:
  - **Added:** The Towne Road Alternatives Analysis task that was not included in the scope of services but had been shown as an option in the contract options Task 3.3 and 3.4. The Consultant team provided 3 separate road alignments to facilitate the County selection of the preferred alignment. The project was designed (road, hydraulics, geotech) to the 65% Design for the preferred alignment selected by the County. **(Complete)**
  - **Added:** The 65% Design road and levee alignment was modified based on feedback from adjacent landowners for 300ft offset from property lines. This required rework of road design plans (road, hydraulics and geotech). **(Complete)**
  - **Added:** The 65% Design road and levee alignment (profile) was changed based on the revised alignment. The road profile needed to be adjusted upward after the

hydraulic modeling results were received to meet the flood design criteria. **(Complete)**

- **Added:** Intersection alternatives analysis was provided for three alternatives including 2-way stop, 2-way stop with left turn pockets, and a round-about intersection selected for inclusion in the final plans. The round-about option was selected based on input from the local community in response to the figures provided for the three alternatives. **(Complete)**
- **Added:** As part of the Spur Levee access road design, (2) 16ft boxes at the Flood Overflow Return area which were changed to (1) 75ft (now 80ft bridge for the manufacturer standard size) design plans were developed to assist the County in decision making. The 80ft bridge will be designed going forward. **(Complete)**
- (1) 72-inch culvert at Towne Road over the West Tributary Meadowbrook Creek (Complete). This culvert design will remain for the 95% and Final Design.
- **Added: Underground** utility vaults, handholes and conduit were added to the scope of services **(Complete)**. County was lead on coordinating utility franchise agreements, which had limited progress. This task is behind for the 65% design due to lack of franchise coordination by the County. **(Complete)**
- **Added:** Multiple revisions to parking lots, access ramps, and maintenance roadways. **(Complete)**
- **Added** – Extension of the levee south to tie to higher ground along existing Towne Road based on future conditions hydraulic modeling results showing area as overtopping. **(Complete)**
- **Added:** Cost estimating which was task to be performed by Corps. **(Complete)**

Task 3.6 – Towne Road Reconfiguration 95% Design - Work Remaining

- 95% Design Plans, Specifications, Quantity Takeoffs

Task 3.6 – Towne Road Reconfiguration 95% Design – Additions / Removals

- 95% Road Design Plans, Specifications, Quantity Takeoff report has the following changes:
  - **Add:** Extend Towne Road design 450ft south to new tie location.
  - **Add:** Incorporate a performance specification design for a pre-manufactured steel bridge at the South Levee Spur access road across the flood overflow return area between the levees.
  - **Replace:** Structural design for bridge.
  - **Add:** Include evaluation of flow control requirements to Meadowbrook Creek which is not a flow control exempt facility. Design of flow control measures must be included to meet minimum requirements. The original scope assumed all receiving bodies of water were flow control exempt.
  - **Add:** Incorporate a single lane roundabout at the intersection of Anderson Road and the new Towne Road in lieu of a partial stop-controlled intersection due to changes to the intersection at the request of the County. Included are revisions to the profile, developing design for the roundabout to progress from 0% to a 95% level, and drainage revisions to accommodate the roundabout design.

- **Added:** **Underground** utility vaults, handholes and conduit were added to the scope of services.
- **Add:** Revisions to drainage report, estimate, and specs to capture the above design plan changes.
- **Add:** Cost Estimates
- Changed from Federal Contract specifications to County (WSDOT) Standard Specifications.
- **Remove:** (1) 16ft box culvert was designed at the existing Towne Road (future trail) crossing of the flood return channel from the WSDOT site for the 65% Design (Complete). This box culvert is removed during permitting for the 95% and Final Design).

Task 3.7 – Towne Road Reconfiguration Final Design - Work Remaining

- Task not started.
- List of additions is the same as for Tasks 3.5 and 3.6.
- Final Design Plans, Specifications, Quantity Takeoffs, **Add** Cost Estimates

Task 4.1 – Survey and Basemap Review – Work Complete
Note: The scope of work complete, work remain and work additions described in this Section 4.1 through 4.5 were addressed as part of the Dungeness Contract 334.16.005 Amendment No. 5.

The Consultant will perform the following survey and basemap review tasks.

- Gather and compile existing surveys and basemaps from the County, records of survey filed with the County, Corps, Tribe, and previous study consultants' records **(Complete)**.
- Issue project Corps CAD standards and plot tables **(Complete)**.
- Finalize survey plan shown in Figure 2 (see attached) **(Complete)**. **Note:** Upon receipt of files from County and WSDOT, we noted that corrections were needed in basemaps as described in Task 4.2 below.
- JLS did not utilize this task and budget.

Task 4.1 – Survey and Basemap Review - Additions

- **Add:** S&W had additional time gathering and reviewing various basemap sources from County and WSDOT.

Task 4.2 – Topographic Survey – Work Complete
The Consultant will perform the following topographic survey tasks.

- Gather WSDOT survey point files, confirm datum, and incorporate into base survey file.
- Locate property line corners and confirm property boundaries for all properties within or abutting the project footprint (see Figure 2). Add property boundary surveys for the Brown and PCC property **(Complete)**.
- Perform topographic and planimetric surveys within the project area along project features and alignments per the list below (see Figure 2). Topographic survey will be performed along project features where LiDAR does not provide accuracy for 1-foot topographic contours. Surveys will not be performed in areas where LiDAR provides 1-foot accuracy **(Complete)**.
    - Anderson Road Bridge **(Complete)**
    - North levee tie and scour protection area south of Anderson Road Bridge **(Complete)**
    - Existing levee removal between levee tie and Clallam County 2011 survey **(Complete)**
    - Existing Anderson Road / Towne Road intersection **(Complete)**
    - New Anderson Road / Towne Road intersection at Sequim-Dungeness Way **(Complete)**
    - Existing Towne Road Removal, south portion of alignment **(Complete)**
    - Dungeness River tie to new anabranching main channel **(Complete)**
    - Meadowbrook stream profile **(Complete)**
    - Unnamed tributary stream profile **(Complete)**
    - Floodplain along existing Towne Road for future anabranching channels (survey to be completed after anabrancing channel alignments are established at 65% design) **(Complete)**

- Identify and locate missing topographic features, structures and related information along project features and alignments (e.g. pipe inverts, centerline and edge of pavement, utilities, fences, etc.) (see Figure 2). **(Complete)**
- Provide MLLW to NAVD88 vertical datum conversions. **(Complete)**
- Perform survey of utility locates to be performed as part of Task 5.1. **(Complete)**
- Perform as-built surveys of boring, CPT and test pit locations. **(Complete)**

Task 4.2 – Topographic Survey Additions

Topographic survey was impacted by the following changes:

- **Added:** Corrections to basemaps, topography and boundary surveys provided by Clallam County and WSDOT. The survey changes included corrections to nearly all property boundaries provided by Clallam County and WSDOT. The WSDOT topographic survey needed to be corrected as the scaling factors and vertical correction factors provided by WSDOT were incorrect. **(Complete)**
- **Added:** Survey of PCC Farm and Brown Dairy Farm south properties, topography and wetlands. Full property boundaries were added to the project. **(Complete)**
- **Added**: Initial Boundary survey of the Fasola Access Road access, Moore, Barrett, Beebe, Clallam County, Madrona Ridge HOA, Huber, Hutt, and other topographic survey and preliminary property boundary surveys. **(Complete)** To be finalized as part of Contract Amendment No. 5 scope of services.
- **Added:** Provided construction staking of levee alignment before revisions at 65% design for landowner review purposes. **(Complete)**
- **Added:** Provided Brown Dairy property line staking for landowner coordination purposes. **(Complete)**
- **Added:** JLS surveying Towne Road to south along PCC and Brown dairy farm. **(Complete)**
- **Added:** JLS surveying property boundaries along access road from Fasola (Woodcock) staked by County. **(Complete)**

Task 4.2 – Topographic Survey - Work Remaining

Work remaining to be finalized as part of Contract Amendment No. 5 scope of services, for new Task 4.6.

- Extended project footprint south along Existing Towne Road
- Staking of new/proposed Brown Dairy Farm / WDFW property line boundary adjustment
- Property boundary surveys and right of way staking
- Fasola Emergency Access Road topographic and completion of boundary surveys
- First floor elevations of structures on River's End
- Tree (>1ft dbh) removal survey

Task 4.3 – Environmental Surveys

- S&W, WEST, JLS coordinated on February 16th and 17th to survey high water event and confirm previous S&W, JLS and County high water mark surveys from Jan. 2016 event. Corps was not engaged under the Project Partnership Agreement (Contract) to perform surveys per the scope of services. **(Complete)**
- Additional survey of new wetland boundaries and ordinary high water lines provided. **(Complete)**

Note: Task 4.3 was underutilized and underran budget. Budget were used to offset other overrun tasks.

Task 4.4 – Existing Conditions Basemap – Work Complete

The Consultant will perform the following survey and basemap tasks.

- Integrate field survey work with existing digital files (land and bathymetric) and develop the project basemap and model surface using Microstation. Develop basemaps meeting Seattle District Corps CAD standards for project elements associated with the Corps Section 1135 project. **(Complete)**
- Provide a survey control and basis of bearing plan sheet, stamped by Professional Land Surveyor from the State of Washington, to be incorporated into the Final Design Plans. **(Complete)**
- Submit a Record of Survey to Clallam County for surveys associated with the project. **(Complete)**
- Provide conversion of files from AutoCAD format to Microstation format to integrate subconsultant project deliverables to Corps Microstation CAD standards. **(Complete)**
- The existing conditions basemap will serve as the basis for design and for comparing to the proposed condition map for construction measurement and payment. Consultant will develop a proposed project conditions basemap to be used by the project team for development of Towne Road. **(Complete)**

Task 4.4 – Existing Conditions Basemap – Work Remains

Work remaining to be finalized as part of Contract Amendment No. 5 scope of services, performed in new Task 4.6.

Task 4.4 – Existing Conditions Basemap – Work Added

Work remaining to be finalized as part of Contract Amendment No. 5 scope of services, performed in new Task 4.6.

- **Added:** Changes and updates were made to basemaps provided by County. **(Complete)**
- **Added:** Corrections to basemaps, topography and boundary surveys provided by Clallam County and WSDOT. The survey changes included corrections to nearly all property boundaries provided by Clallam County and WSDOT. The WSDOT topographic survey needed to be corrected as the scaling factors and vertical correction factors provided by WSDOT were incorrect. **(Complete)**

Task 4.5 – Proposed Basemap – Work Complete

The Consultant will develop a proposed project conditions basemap to be used by the project team for development of Towne Road Alternatives hydrologic and hydraulic engineering, and geotechnical engineering studies, to be performed prior to the 65% design. The current proposed project basemap shown in the Corps DPR/EA needs adjustments in the levee alignments and Towne Road approaches, intersections, bridge and culvert locations. because the current plans show encroachments on properties and critical areas buffers that require these adjustments. **(Complete)**

- Updated basemap to revise Towne Road alignment from initial 65% Design. Moved Towne Road / levee setback 100-feet from property lines per landowner requests. **(Complete)**

Task 4.4 – Existing Conditions Basemap – Work Remains

Work remaining to be finalized as part of Contract Amendment No. 5 scope of services, performed in new Task 4.6.

Task 4.5 – Existing Conditions Basemap – Work Added

- **Added**: Spur-Levee and full historical side channel connection to proposed basemap. **(Complete)**
- **Added**: Fasola Road access to design plan and right of way drawings that was not originally described in scope of services. **(Complete)**
- **Removed:** Initially developed Towne Road trail and other trails, since removed in 65% design after receiving feedback from regulatory agency.

Task 4.6 Survey 2019 (Added as part of separate Amd. No. 5)

The following new (additional) tasks are to be performed and deliverables provided as described below.

- Perform surveys as described in Table 1. 2019 Survey Request (See Amd. No. 5)
- Perform additional boundary survey and calculation of property boundary lines for Right of Way plans.
- Gather title reports for properties that have not been provided by the County. Compile title reports for all properties within the project footprint.
- Perform calculations on right of way acreages and update tables on right of way exhibits.
- Provide legal descriptions of Project right of way boundaries with ties to known survey control points.
- Provide stamped right of way exhibits meeting Washington State, Clallam County and LAG manual standards.

- Perform topographic survey in areas identified in Amendment No. 5.
- Perform survey of up to 100 flagged trees over 1-ft DBH along planned earthwork excavation and fill areas.

Task 5.2 – Geotechnical Data Report – Work Complete

The Consultant will review readily available, geotechnical-related information provided by Clallam County and published literature by others. Published literature will include U.S. Geological Survey geologic maps and reports, Washington State Department of Ecology on-line well log database, Washington State Department of Natural Resources Division of Geology and Earth Resources maps and reports, Towne Road and Dungeness River levee as-built documents, and Corps and the Jamestown S'Klallam Tribe reports produced for the site **(Complete)**.

The Consultant will develop and implement a subsurface exploration, sampling, and testing program to supplement available existing geotechnical information within the study area, and to provide soil and subsurface data for the project features described in Task 10, 65% Design Plan (Figures 1 and 3). The number, location, and type of explorations and tests shall be finalized by the Consultant after taking into consideration the findings of the Consultant's literature review. The Consultant shall prepare a final field exploration program for Clallam County and Corps review and approval. Exploration locations shall be adjusted in discussion with Clallam County as needed to accommodate access and other constraints. For cost estimating purposes the exploration program is anticipated to include the following:

- Soil Borings. The Consultant perform up to 12 soil borings along the Towne Road alignment, the proposed setback levee alignment, adjacent to the existing E. Anderson Road bridge, and at the proposed box culvert and bridge structure locations. Boring depths are anticipated to range from 10 to 60 feet below the ground surface **(Complete)**.
    - **Note:** 9 soil borings completed. Borings ranged from 26ft to 126ft. Deep borings of 120ft were collected at B-2 and B-5 due to loose, weight of hammer material, potential for bridge foundations. Total drilled depth is 497ft, about 50ft longer than the average boring depth of 12 borings x 35ft = 420ft. No borings were collected along Spur Levee, which was added to project after boring data collected.

- Up to 5 shallow borings to a depth of 20 feet will be performed along the existing levee to characterize soils for reuse. **(Not Complete)**
    - **Note:** The USACE would have required review by the Risk Management Office to perform borings in the existing levee. This did not meet the project and field schedule.

- Vibrating wire piezometers (VWPs). VWPs will be installed in 4 select borings. (3 VWPs installed, additional data collected for extended period of time).

- Cone Penetration Tests (CPTs). The Consultant will perform up to 6 CPTs along the Towne Road alignment, the proposed setback levee alignment, and within the floodplain area near the proposed side channel and Engineered Log Jams (ELJs). (Complete)

- Test Pits: The Consultant will perform up to 5 test pits along the existing levee alignment.

- **Note:** The USACE would have required review by the Risk Management Office to perform borings in the existing levee. This did not meet the project and field schedule. Performed 5 hand-borings **(Complete)**.

- Borrow: In addition to performing explorations and collecting soil samples at the site, the Consultant will sample and test possible levee fill material at up to five local import material source locations within a 50 mile radius of the project site. **(Complete) Note:** Performed testing, sampling and coordination with up to 8 source pits).
- Select soil samples collected from the site and from the import material source locations will be tested to characterize the soil and to evaluate index, strength, and engineering properties of the soil **(Complete).**

- After completing the explorations and laboratory tests, the Consultant will prepare a Geotechnical Data Report presenting the findings of the subsurface explorations, in situ testing, import source testing, and laboratory testing. The report will include logs of the explorations, laboratory test results, and groundwater monitoring data **(Complete).**

Task 5.2 – Geotechnical Data Report – Work Remaining

- **Add:** Download, process and report groundwater data monitoring through Dec. 31, 2019.
- **Add:** Install groundwater datalogger and download data on Cufley property (or property adjacent to project).
- **Add:** The boring collected at B-4 was to a depth of 26 feet bgs, with geotechnical analyses for levee fill, settlement, seepage and stability, and for box culvert foundation bearing analysis. The project added an 80-foot long bridge with pile foundations at this site. B-4 should be drilled to a depth of 80ft to approximately 120ft to provide information for bridge pile bearing capacities.
- **Add:** The alignment of the new road will not require cutting into an existing slope and design of a retaining wall.
- **Add:** The Fasola Road emergency access road will use infiltration though the roadway embankment as the stormwater drainage methods. The Contractor will provide test pits along the alignment for soil sieve analysis to support infiltration rate estimates using Washington State Department of Ecology methods. A Pilot Infiltration Test (PIT) will not be required for design of the access road.
- **Add:** Collect (6) six bed material samples, (3) surface, (3) subsurface samples in the Dungeness River mainstem to support sedimentation analysis described in Tasks 6.4 and 7.5.
- **Add:** Revise, update, address comments and finalize, stamp report.

Task 5.2 – Geotechnical Data Report – Work Added / Removed

- **Added:** The schedule extension increases the time period and number of groundwater data downloads and reporting.
- **Added:** New Spur Levee alignment not in original scope.
- **Removed:** 1 VWPs installation.

- **Added:** Soft clay soils were found near B-2 and B-5 that may have had bridge structures. Added length of borings 50ft more than originally planned to increase boring length for potential bridge foundation at flood return channel outlet river access trail.
- **Removed:** 9 of 12 planned borings performed to offset additional length of two borings.
- **Added:** Provided field exploration plan for review and approval by Corps, that was not included in original scope of services. Corps did not allow borings in the levee which required hand borings (additional manual labor and time) to collect existing levee fill and soil reuse data.
- **Removed:** 5 shallow borings on existing levee.
- **Removed:** 5 test pits on existing levee.
- **Added:** Hand-borings to offset test pits.
- **Added:** Corps historical borings to Data Report.
- **Added:** Additional groundwater monitoring data downloads to Data Report.
- **Added:** Geologic profile for levee spur dike area.
- **Added:** Updating geologic profiles with additional boring / historical data.

Task 5.7 – Geotechnical 65% Design Report – Work Complete

The Consultant shall provide geotechnical engineering services in support of the project design and the development of the construction documents. The levee will be designed to meet Corps design standards and to be in accordance with FEMA's certification requirements. Geotechnical engineering analysis and design will be in general accordance with the following Corps publications:

- EM 1110-2-1913 "Design and Construction of Levees"
- EM 1110-2-1902 "Slope Stability"
- ER 1110-2-1806 "Earthquake Design and Evaluation for Civil Works Projects"
- ER 1110-2-1807 "Drilling in Earth Embankment Dams and Levees"
- ETL 1110-2-569 "Design Guidance for Levee Underseepage"
- EC 1110-2-6067 "Engineering and Design: USACE Process for the National Flood Insurance Program (NFIP) Levee System Evaluation"

Geotechnical engineering analysis will be based upon the available information provided by Clallam County, from published literature, from the Corps geotechnical explorations, and from information gathered by the Consultant and presented in the Consultant's Geotechnical Data Report.

Levee design criteria including height and level of protection, crest width, side slopes, scour depth, and riverside erosion will be documented by the Consultant and confirmed by Clallam County and the Corps as part of the levee analysis.

- Geotechnical design recommendations and analyses will be performed for the following site components:
- Setback Levee
    - Levee geometry and fill material properties. **(Complete)**
    - Up to four levee cross-sections will be evaluated for the levee design. **(Complete)**

- **Added:** Added 1 Cross Section Location along Spur Levee from original 4 to 5 Sections total (1 @ Towne Road Levee, 2 Sections @ North Levee (with and without scour protection), 1 @ Spur Levee). Added 2 seepage and stability measures to each section (1 geosynthetic reinforcement and 1 internal toe drain for each section resulting in 10 cross sections total. The additional seepage and stability measures were to accommodate the soil variability from the potential fill import sources. **(Complete)**
- **Added:** Revised analysis of 10 sections to adjust levee geometry for changes in levee elevations and locations resulting from updates to hydraulic modeling for addition of Spur Levee, moving levee for 300ft property boundary offset, changes in profile elevation for increasing levee profile elevations. **(Complete)**
- **Added:** Design water surface elevations were not provided by Corps and were developed by Shannon & Wilson. **(Complete)**

- Global Stability:
  - End of construction. **(Complete)**
  - Steady state seepage. **(Complete)**
  - Sudden drawdown. **(Complete)**
  - Earthquake (seismic) loading. **(Complete)**
  - **Added:** Geosynthetic reinforcements.

- Seepage:
  - Steady state seepage exit gradients behind the levee during a design flood. **(Complete)**
  - Steady state seepage quantities into Meadowbrook Creek during a design flood. **(Complete)**
- Levee settlement. **(Complete)**
  - **Added:** Settlement timeframes extends 24 to 36 months (primary consolidation). Additional analysis to confirm settlement soil conditions and confirm timeframe, as it substantially impacts project design, construction sequence and permitting.
- Liquefaction susceptibility. **(Complete)**
- Levee scour and erosion protection considering the geomorphic analysis for river erosion and migration. **(Complete)**
- Filter material between the levee and the levee riprap. **(Complete)**
- Temporary construction haul route design. **(Complete) Note:** Haul route removed due to Section 404 permit conditions and agreement by County that hauling will occur on levee embankment.
- Levee inspection trench dewatering conceptual plans (**Not Complete**).
- Levee material source reuse and local material import sourcing. **(Complete)**
- Site preparation and grading. **(Complete)**
- Fill placement and compaction. **(Complete)**

- Towne Road

  - Roadway subgrade improvement. **(Complete)**
  - Pavement design for a roadway within the restoration area and on the levee crest. **(Complete)**

- Drainage Design for infiltration rates. **(Complete)**

- Towne Road Bridge
  - Deep foundation axial resistance for static and seismic conditions. (**Not Complete** due to unknow bridge location at time of 65% design).
  - Deep foundation lateral resistance properties for static and seismic conditions. (**Not Complete** due to unknow bridge location at time of 65% design).

- Towne Road Culvert
  - Shallow foundation bearing resistance. **(Not Complete)**
  - Lateral earth pressures on head and/or wing walls. **(Not Complete)**
  - Uplift pressures. **(Not Complete)**

- Restoration Area Engineered Log Jams
  - Timber pile foundation anchors. **(Complete)**
  - Bridge, Culvert, and Levee Scour Mitigation Construction Excavation. **(Complete)**
  - Lateral earth pressures on temporary cantilever shoring walls. **(Complete)**
  - Bridge / Culverts - Dewatering conceptual design. **(Complete)**

- **Added:** Consolidated design comments have not been provided on the geotechnical design report, requiring additional coordination and organization time.

- 65% Geotechnical Design Report **(Complete)**.

Task 5.7 – Geotechnical 65% Design Report – Work Remains

- Geotechnical 65% Design Report is complete.
- Updates and revisions should be finalized in Task 5.8 95% Design Report below.

Task 5.8 – Geotechnical 95% Design Report - Work Remaining

- All additions listed in Section 5.6 above are added to the 95% design.
- Aggregate and geosynthetic material specifications.
- Towne Road Culvert
  - Shallow foundation bearing resistance. (Not Complete)
  - Lateral earth pressures on head and/or wing walls. (Not Complete)
  - Uplift pressures. (Not Complete)
- **Add:** 80ft access road bridge pile, foundation and wall design.
- **Add:** Use the results of the Fasola Road laboratory testing to perform geotechnical analyses and provide geotechnical recommendations for the design of two new culverts, a retaining wall, and gravel road materials, thickness and infiltration for the Project.
- Update construction recommendations.
- Address comments from County and USACE.

- 95% Geotechnical Design Report.

Task 5.8 – Geotechnical Final Design Report - Work Remaining

- All additions listed in Section 5.6 above are added to the Final design.
- Aggregate and geosynthetic material specifications.
- Towne Road Culvert
    - Shallow foundation bearing resistance. (Not Complete)
    - Lateral earth pressures on head and/or wing walls. (Not Complete)
    - Uplift pressures. (Not Complete)
- **Add:** 80ft access road bridge pile, foundation and wall final design.
- **Add:** Fasola Road final design.
- Update construction recommendations.
- Address comments from County and USACE.
- Final Geotechnical Design Report.

Task 6.1: Hydraulics Existing Models, Data and Report Review – Work Complete
The Consultant will coordinate with the Seattle District USACE, Clallam County, and others to obtain project data and models. Data include previous hydrological studies, reports, blended topographic terrain layer, USACE HEC-RAS1D and 2D model(s), FEMA Effective model(s), USACE Duplicate Effective Model, surveyed high water marks, USGS and Ecology streamflow data, etc. **(Complete)**

No further work remains.

Task 6.3 – No-Rise Analysis HEC-RAS1D – Work Complete
The recommended alternative, project actions will occur within a mapped floodway and floodplain as shown on the Flood Insurance Rate Map (FIRM) with Panel No. 5300210365D (1989), part of the Unincorporated Clallam County, Flood Insurance Study (2001). Projects within mapped floodplains and floodways are subject to the requirements of the NFIP. The project will be subject to a No-Rise analysis, as described by the Corps and FEMA Region X in a memorandum dated October 25, 2013. The No-Rise analysis and certification process for the project is described below. **(Complete)**

To evaluate and demonstrate "no rise", the Consultant will use the "effective" FEMA hydraulic model and simulate conditions with the recommended (or "proposed") project added. This requires two steps: (1) developing a "duplicate effective" model in HEC-RAS, and (2) simulating the proposed conditions. **(Complete)**

Task 6.3.1 Develop Duplicate Effective Model – Work Complete
The Consultant will obtain a copy of the "effective model" using HEC-2 data files provided by FEMA and the Corps. The Consultant will import the HEC-2 model, or check the import made by the Corps, and create a HEC-RAS 1D "duplicate effective" model meeting the requirements of the NFIP, having simulated water surface profiles within 0.5 feet of the effective model. "Duplicate effective" model development methods and results will be documented in a No-Rise hydraulic modeling report. **(Complete)**

Task 6.3.2 Simulate With-Project Conditions – Work Complete
The Consultant will modify the geometry of the "duplicate effective" model to develop a "proposed condition" model showing the existing levee removal, new levee setback and floodplain design features based on the recommended alternative identified in Task 4.5, Proposed Project Basemap. **(Complete)**

The "proposed condition" model will include the new setback levee in place, existing and new levees removed on both sides of the river, the left and right (new) levees removed separately, to demonstrate No-Rise. This methodology is per the memorandum between the Corps, County and FEMA (2013). **(Complete)**

The "duplicate effective" and "proposed condition" modeling will use hydrology data and geometry (except for the proposed levee removal and setback and floodplain project changes) from the 2001 FIS for the 1 percent annual exceedance flood. **(Complete)**

The "duplicate effective" and "proposed conditions" models will be compared to evaluate project backwater, and demonstrate no-rise conditions. Assuming that the project demonstrates no rise (up to 0.1 feet for a "restoration" project) for both the effective 1D model and existing-conditions 2D model, we will prepare a "no-rise" certificate and submit it to the County. If the "no-rise" condition cannot be met, the project may be required to provide a Letter of Map Revision (LOMR) to FEMA, or re-initiate a Flood Insurance Study, to be determined by the County and FEMA. **(Complete)**

Task 6.3.3 No-Rise Analysis Report – Work Complete
The No-Rise Analysis will be documented in a Draft and Final Report. If we are not able to meet the "no-rise" criterion, the County will need to consider whether to execute an optional task to develop a CLOMR/LOMR. A revised Flood Study is not included in this scope of services. **(Complete)**

> **Note:** The HEC-RAS1D model demonstrated No Rise. However, the USACE had comments about the HEC-RAS2D modeling results showing a minor rise on a few downstream properties. Additional effort for No Rise may remain as described in work remain below.

Task 6.3 – No-Rise Analysis HEC-RAS1D – Work Added

- Additional work to correct effective model received from USACE to meet FEMA criteria. **(Complete)**

Task 6.3 – No-Rise Analysis HEC-RAS1D - Work Remaining

- **Add:** Perform floodway encroachment analysis and generate floodway data table for comparison that was not included in original scope of services.
- **Add:** Confirmation of no rise with reconciliation and supporting discussion between HEC-RAS1D and HEC-RAS2D modeling results.
- **Add:** (OPTION) Finalize HEC-RAS1D model, files, and workmap for submittal to Clallam County and FEMA as part of future LOMR.

Task 6.4 – Project Hydraulic Analysis & Design HEC-RAS2D – Work Complete
The Consultant will update and use the HEC-RAS2D model, as a 1D/2D model application, for supporting hydraulic analysis and design of the project recommended plan. The project design will include updates and calibration of the HEC-RAS2D model and river hydrologic inputs, as well as sensitivity analysis to address climate and land use changes, as described below.
The updated HEC-RAS2D model will be used to determine flood elevations needed for levee design and design of other project features (side channels, culverts, etc.) as well as documentation of proposed condition project effects. The model is considered integral to project design and will be refined as described in this scope of services to remain consistent with the project design features, and will be submitted for review at each project milestone if significant design changes have occurred. **(Complete)**

The project design hydraulic analysis using HEC-RAS2D is described in further detail in the following tasks.

Note: This task 6.4 was substantially impacted by several scope changes.

Added: The first was the change made in October 2016 to increase existing levee removal and add Spur Levee to reconnect historical side channel. This required running multiple HEC-RAS2D models with various levee setback and spur levee configurations to demonstrate proof of concept. Two memoranda were developed and submitted to the County and USACE. **(Complete)**

Added: The second were multiple changes to the levee alignment, profile elevations and south levee/road tie in point. The HEC-RAS2D were updated multiple times to demonstrate that each change did not cause an adverse project impacts. **(Complete)**

Added: The third was that hydrologic and hydraulic modeling was needed to demonstrate project effects on Meadowbrook Creek and adjacent Project properties. A WWHMv.3.0 hydrology and HEC-RAS2D hydraulic model were developed for the Meadowbrook Creek Drainage Report. **(Complete)**

Task 6.4.1 Review and Update System Hydrology – Work Complete
The Consultant will update project flood hydrology for the average annual, and two select seasonal flow conditions, and recalculate peak flood (1, 2, 5, 10, 20, 50, 100, 200, 500-year) flow conditions. The Consultant will review data and other information from the Corps study, and update if needed. The updated project hydrology will become the hydrologic basis of design for the project. (Complete)

Note that streamflow is measured at two locations on the river. The primary gage used for flood forecasting is the USGS gage near Sequim, located 10 miles upstream from the project. At the downstream end of the project (Anderson Road bridge), the Department of Ecology maintains a streamflow gage that provides reliable estimates for stage at discharges less than 3,000 cfs. Due to uncertainties regarding the accuracy of the Ecology gage rating curve at flows in excess of 3,000 cfs, the Consultant will use the local regression relationship developed by CORPS to scale measured flows at the USGS gage near Sequim to the project site for estimating discharges in excess of 3,000 cfs. **(Complete)**

Added: The 2015 Water Year Hydrology, and spring flow conditions of 300cfs and 580cfs were added for hydrologic and Task 6.4.3 hydraulic analysis to demonstrate wetland mitigation and habitat restoration functional conditions, and to provide input to habitat restoration design. **(Complete)**

Task 6.4.2 Update and Calibrate Existing Conditions HEC-RAS2D Model
The existing model is a coupled 1-D in channel, 2-D floodplain (HEC-RAS 5.0), hydraulic model that has been used to determine flood elevation, depth and velocity changes along the existing and proposed levee alignments. The model extents are from the mouth (river mile (RM) 0.0) to Burlingame Bridge at Old Olympic Highway (RM 4.0). The project reach is located along the right bank between the Anderson Road bridge (approximately RM 0.9) to approximately RM 1.7. Updates and calibration of the model are described below. **(Complete)**

General
The model will be upgraded to HEC-RAS v5.0. (February 2016). The Consultant will update the existing model to run fully 2D for the in-channel portion of the model located in the project reach. The downstream boundary of the 2D in-channel portion of the model will be located just upstream of the Anderson Road bridge and Department of Ecology stream gage (model cross section 6424, CORPS survey section AI). The upstream extent of the fully 2D reach will be located at model cross section 13173 (CORPS survey cross section H). **(Complete)**

Major hydraulic structures (road embankments, culverts, bridges, levees) that control river and floodplain flow direction, stage, or discharge will be included in the model. The 2D storage area behind the Federal levee will be updated to include major hydraulic structures and road fills based on 2012 LiDAR, and project survey and basemap updates described in Task 4. **(Complete)**

Topography and Geometry
The primary topographic data sources are 2013 channel surveys, 2010 Ground Survey of the WSDOT wetland mitigation area, and 2012 and 2008 LiDAR surveys. The revised HEC-RAS2D model geometry and grids will be updated based on additional survey data collected for the project design, described in Task 4. The terrain data for the 2D storage areas needs additional refinement to include hydraulic structures and land use data. If additional surveys are necessary as a result of the model calibration exercise, they will be added to the contract by amendment. **(Complete)**

Calibration
The model has been calibrated to bankfull indicators but not flood high water marks. Calibration will include validation of the existing conditions models to flood high water marks obtained in winters of 2015 and 2016, by the Corps. Using GIS, the Consultant will develop land-use cover to define areal friction (Manning's n) values. We will calibrate the existing conditions model by adjusting the Manning's n values, until we achieve good agreement, if possible to reproduce 2/3 of the surveyed flood elevations within 0.5 feet, and all of the surveyed flood high water marks within 1.0 foot. This scope of services assumes that the updated model can be calibrated to the Corps observed 2015 or the 2016 flood event. **(Complete)**

If the model cannot be calibrated using reasonable values, the Consultant will evaluate additional flood high water marks to determine if the issues are related to high water mark accuracy or channel changes. If channel changes have occurred that warrant new channel surveys, the topographic surveys should be extensive enough so that the resultant data meshes smoothly with the existing terrain data. Additional flood high water mark, channel survey and model calibrations will be performed as part of OPTION Task 6.12 Additional Flood High Water and Channel Bathymetry Surveys and HEC-RAS2D Model Recalibration. **(Complete)**

The resulting calibrated existing conditions model will be documented with a Memorandum For Record and submitted to the County and Corps of Engineers for review prior to updating the 'with project conditions' hydraulic model. Inundation maps will be provided for all hydrologic events analyzed. **(Complete)**

Modeling Plans / Flows
The model will be used to evaluate average (annual, seasonal) and peak flood (1, 2, 5, 10, 20, 50, 100, 200, 500-year) flow conditions. A mean higher high tide downstream boundary condition will be used for all model runs. All models will utilize a steady flow assumption (even if run unsteady). Model results presented will be for conditions where numerical stability is achieved. **(Complete)**

Modeling Outputs
The calibrated model will be used as a basis to compare with the 'proposed conditions' or 'project' model. **(Complete)**

Task 6.4.3 Proposed Conditions HEC-RAS2D Model
The Consultant will provide a Proposed Conditions HEC-RAS2D model based on the recommended plans identified in Task 4. The purpose of the proposed conditions model is to inform river, floodplain, habitat, and levee designs, as well as to compare with the existing conditions model to identify potential effects on existing land uses and structures. **(Complete)**

General
The model for the proposed condition, restored area and adjacent floodplain behind the Federal levee will be modeled with a 2-D storage area that encompasses hydrologically connected floodplain areas for the range of modeled flows described in the existing conditions model. **(Complete)**

Topography and Geometry
The primary existing conditions topography and geometry will be modified to represent the proposed conditions model. The restored area and adjacent floodplain behind the Federal levee will be modeled with a 2-D storage area that encompasses hydrologically connected floodplain areas for the range of modeled flows. Major hydraulic structures (road embankments, culverts, bridges, levees, logjams, channels) that control floodplain flow direction, stage, or discharge will be included in the model as terrain and roughness features. **(Complete)**

Modeling Plans / Flows
Model flow rates will be the same as the new existing conditions model. **(Complete)**

Added: The 2015 Water Year Hydrology was added for hydrologic and Task 6.4.2 hydraulic analysis to demonstrate wetland mitigation and habitat restoration functional conditions. **(Complete)**

Modeling Outputs
The model will be used to evaluate the Dungeness River's potential hydraulic response to the proposed levee and road alignments. Hydraulic elements to be assessed include water surface profile, inundation areas and frequency, maximum flow depth, maximum velocity, and maximum and minimum shear stress along the river, restored floodplain, and surrounding properties. Consultant will provide electronic output files that can be reviewed in GIS or the RASMapper module of HEC-RAS, and distributed to the project team, County and Corps. The Consultant will report the extent and magnitude of changes between the existing and proposed

conditions model along the floodplain and river channel. Identify areas of potentially significant impact. **(Complete)**

Task 6.4.4 Sensitivity Analysis
As a federal project, Climate Change impacts may be considered in the project design. State funders expect climate change to be considered as a part of the project design. The Consultant will perform a sensitivity analysis to evaluate the potential impacts and effects from climate change effects on precipitation, runoff, and river bed sedimentation. The Consultant will review available climate change information, and present a memorandum summarizing literature and data regarding potential climate change impacts for the Dungeness River Basin. The review document will be used to develop two climate change scenarios. **(Complete)**

For scoping purposes, the Consultant will assume the following climate change scenarios as part of the scope of services. The sensitivity analysis will include project future channel migration, vegetation roughness scenarios as described in Task 7.3 and climate change scenarios described below. **(Complete)**

A typical climate change impact scenario might include increases in temperature and winter time precipitation and runoff, combined with increasing tidal elevations along the Lower Dungeness. The Consultant will update the HEC-RAS2D model by increasing flood peak values and high tide elevations using information described in available scientific literature. **(Complete)**

Another typical climate change impact scenario might include increases in sedimentation rates resulting from increased peak flows, landslides and up-valley contributions of sediment. The Consultant will develop a conceptual river and floodplain depositional topography (model geometry) based on projected long-term sedimentation rates, accounting for current forecasts with climate change scenarios. **(Complete)**

Timeframes and projected rates of change will be documented in the memorandum. The Consultant will update the Climate Change Sensitivity Analysis memorandum and include the results of the sensitivity analysis and recommendations for design. **(Complete)**

Task 6.4.5 Hydraulic Modeling Outputs
The Consultant will provide the following hydraulic design information, based on the 100-year event (1 percent annual exceedance plus freeboard based on risk and reliability analysis, to be provided by the Corps). The Consultant will provide the following hydraulic design information including water surface depths, velocities and shear stresses along the river, floodplain, bridges, culverts, habitat structures, and the levee setback area. Water depths, velocities and shear stresses will be maximum values which may be a function of filling and draining of the floodplain. The upstream extent of levee removal will be verified to ensure backwater does not flank the new levee setback. **(Complete)**

Scour depth design estimates will be provided for the Towne Road Reconfiguration in the floodplain, the bridges and culverts along Towne Road, the Levee Setback including the river and floodplain constriction near the Anderson Road bridge, as well as scour and erosion estimates for the main channel, anabranching channels and side channels, where engineered log

jam and large woody debris structures will be located per the recommended plan and 65% design. **(Complete)**

EM 1110-2-1619 and using about 6 "index point" along the levee setback alignment:model resultsfor with-project. Estimate risk-informed freeboard requirement to achieve 100-year level of protection of the lifetime of the project (assumed to be 50 years) **(Complete)**

Task 6.4.6 Hydraulic Modeling Memorandum
The Consultant will prepare a Draft Hydrology & Hydraulic Modeling Memorandum. A single memorandum will be prepared to document data sources, modeling of existing and with-project conditions models, and present project impacts. The report will include a summary of hydraulic design and modeling outputs to be used in design calculations for the structures identified in Task 4 Project Plan, and analyses described in Task 7. **(Complete)**

Deliverables:

- Task 6.4.6 Draft Hydrology & Hydraulic Design Memorandum.

Task 6.4 – Project Hydraulic Analysis & Design HEC-RAS2D – Work Added

- Added spur levee and historical side channel revised design alternative changes:
  - Corps DPR-EA Alternative 2A had substantial flooding of Existing Towne Road and did not fully inundate the restored floodplain. **(Complete)**
  - HEC-RAS2D Model of Continuous and Discontinuous levee alternatives to demonstrated flood impacts and habitat benefits. Modeling resulted in development of Spur Levee design to maximize historical floodplain and side channel connections. **(Complete)**
  - Revised HEC-RAS2D model to show initial road/levee alignment selected by County and Technical Team. **(Complete)**
  - Modified HEC-RAS2D model to show revised road alignment with 300-foot property line offsets. Needed to run HEC-RAS2D models twice as levee/road profile needed to be adjusted to meet freeboard design requirements. **(Complete)**
  - Added Spring Fish Habitat Flow conditions and 2015 Yearly flow model to support fish habitat design (Task 7.4) and wetland permitting (Task 13.0). Multiple model runs for 2015 yearly flow rates needed for levee alignment adjustments. **(Complete)**
  - Ran multiple modeling scenarios comparing (2) 16ft box culverts and 75ft (proposed 80ft) bridge to demonstrate no-rise at Brown Dairy farm. **(Complete)**
  - S&W developed additional figures showing existing/proposed flood impacts for community outreach, technical team meetings, and permitting purposes. **(Complete)**

- Added Shannon & Wilson Meadowbrook Interior Drainage Design Report added elements:
  - Meadowbrook Creek hydrology and hydraulic modeling**(Complete)**

- Meadowbrook Creek stream bankfull width measurements and stream simulation design recommendations for fish passage on West Tributary and mainstem Meadowbrook Creek **(Complete)**
- Levee groundwater seepage analysis for Meadowbrook Creek to areas landward of levee. **(Complete)**
- Interior (farm) drainage analysis and calculations for ditches, drain tiles, culvert beneath Towne Road. **(Complete)**
- Report for Corps Section 408 and Section 404 permit review. **(Complete)**

Task 6.4 – Project Analysis HEC-RAS2D Model - Work Remaining as part of Hydraulic 95% Design Report

- Address comments and finalize Dungeness HEC-RAS2D model, and Meadowbrook Creek Interior Drainage Report.
- Revised HEC-RAS2D model to reflect changes made to project design plans as a result of Permitting (remove floodplain terrace, extend levee/road south on Towne Road, remove haul road and trails).
- Perform additional HEC-RAS2D modeling for NEPA, LEDPA Alternatives Analysis (See Task 13.0).
- Update HEC-RAS2D model with 2016 LiDAR.
- Update HEC-RAS2D model and perform vegetation roughness and flow uncertainty sensitivity analyses.
- Perform analysis of two (2) additional levee breaches with two (2) breach widths. Base breach widths on literature values.
- HEC-RAS2D future conditions analysis for risk and uncertainty to reduce levee/road design profile elevations was originally a Corps task that will/may need to be performed by Consultant design team, depending upon desire of County to reduce road elevations and material costs. Use HEC-FDA model to perform a risk analysis using flow-frequency information, confidence limits of flow-frequency analysis, stage-flow relationships (from HEC-RAS2D hydraulic model results) at 5 representative locations, and uncertainty in the stage-flow relationships based on uncertainty in HWMs, model water surface elevations, and potential channel aggradation.
- Perform HEC-RAS2D modeling runs ~~and joint probability Monte-Carlo Simulations~~ including flood hydrology, vegetation roughness factors, climate change and future sedimentation rates to inform levee design elevations.
- The Consultant will estimate rates of channel aggradation in two ways. Cardno will provide plots of existing channel elevation (including the most recent 2016 LiDAR data) to evaluate changes in channel location and elevations. WEST will use the Corps' SIAM model to estimate reach scale sediment processes. Using estimate of sediment loads upstream and a flow-frequency curve, one SIAM model will evaluate sediment processes upstream of the levee setback. Using results from the HEC-RAS hydraulic model to revise the flow-frequency curve in the existing channel (between the existing levees), and modifying the sediment loading results from the upstream SIAM model to account for the size fractions and volumes that would move to the overbank area, a second SIAM model will evaluate sediment processes in the setback reach. The model results will be used by the study team to evaluate geomorphic processes and as information on channel aggradation for the risk assessment (Task 6.4.4).

Task 6.7 Hydrologic and Hydraulic 65% Design Report
The Consultant will prepare a Draft 65% Hydrology & Hydraulics Appendix. The report will document data sources, modeling of existing and with-project conditions models, and present project impacts. The report will include a summary of hydraulic design and modeling outputs to be used in design calculations for the structures identified in Task 3 Recommended Plan and Task 9 65% Design Plan. **(Complete)**

Task 6.7 – Hydraulics 65% Design – Work Added

- Added spur levee and historical side channel hydraulic design recommendations, calculations, plans and details. **(Complete)**
- Revised and reran HEC-RAS2D model based on levee/road realignment change showing 300ft offset from private property lines. **(Complete)**
- WEST is providing 65% design coordination, review and comment response with Shannon & Wilson and Corps for Section 408. **(Complete)**
- Levee flood water surface elevation requirement were originally a Corps deliverable. Shannon & Wilson developed levee grading profile and flood water surface profiles in and memorandum for design elevation recommendations, and freeboard requirements. **(Complete)**

Task 6.8 Hydrologic and Hydraulic 95% Design Report
The Consultant will prepare a Draft 95% Hydrology & Hydraulics Appendix. The report will document data sources, modeling of existing and with-project conditions models, and present project impacts. The report will include a summary of hydraulic design and modeling outputs to be used in design calculations for the structures identified in Task 3 Recommended Plan and Task 10 95% Design Plan.

Task 6.8 – Hydraulics 95% Design - Work Remaining

- Address additions and work remaining from previous hydraulic modeling tasks that remain.
- Address comments from Task 13.0 Section 408 permit.
- Finalize scour design calculations and recommendations.
- Update and finalize Hydraulics 95% Design report.

Task 6.9 – Hydraulics Final Design - Work Remaining
Update and finalize Hydraulics 95% Design report

Task 6.9 Hydrologic and Hydraulic Final Design Report
The Consultant will prepare a 100% (final) Hydrology & Hydraulics Appendix. The report will document data sources, modeling of existing and with-project conditions models, and present project impacts. The report will include a summary of hydraulic design and modeling outputs to be used in design calculations for the structures identified in Task 3 Recommended Plan and Task 11 Final Design Plan.

Deliverables:

- Task 6.3 Draft and Final No-Rise Analysis Report **(Complete)**

- Task 6.4 Existing and Proposed Conditions Modeling Report and Output Files **(Complete)**
- Task 6.6 Draft (Internal) and Revised (External) 65% Hydraulic Design Report and Model Output Files **(Complete)**
- Task 6.7 Draft (Internal) and Revised (External) 95% Hydraulic Design Report and Model Output Files **(Complete)**
- Task 6.8 Draft (Internal) and Revised (External) Final Hydraulic Design Report and Model Output Files **(Complete)**

Task 7.1 – Fish Passage Towne Road Reconfiguration

- Additional effort for Meadowbrook Creek stream bankfull width design coordination with Corps during permitting. Additional measurements and stream simulation design added to Task 6.4 Meadowbrook Creek Interior Drainage Analysis. **(Complete)**

Task 7.3 – Geomorphic and Habitat - Future Conditions

- Added Spur Levee and historical side channel connections, which required analyses for river and floodplain geomorphic response and long-term performance. **(Complete)**

Task 7.4 – Geomorphic and Habitat – 65% Design

- Added the following design elements:
  - Spur levee and historical side channel inlet. **(Complete)**
  - Revise 65% design plans to accommodate change in levee / road alignment. **(Complete)**
  - Historical side channel inlet and stream upstream connection and roughened channel inlet. **(Complete)**
  - Large woody debris – deciduous and lowered design criteria for short-term, 5 to 10-year performance period. **(Complete)**
  - Multiple planting plan revisions to dovetail with Section 404 and WSDOT mitigation site permit requirements. **(Complete)**
  - Additional effort and coordination for geomorphic design analysis for side channel reconnection and avulsion potential. **(Complete)**
  - The USACE Section 404 process outcomes changed the habitat restoration design, including removal of floodplain terrace fill, which will need to be addressed in the 95% Design. **(Change)**

Task 7.5 – Geomorphic and Habitat 95% Design - Work Remaining

- Respond to comments from Geomorphic and Habitat 95% Design Report.
- Update and finalize Geomorphic and Habitat 95% Design report.
- Note: This task does not include additional log jams per the Jamestown S'Klallam Tribe comments on 65% Design. To add these would require updates to Plans, Hydraulics, and Habitat and Geomorphic, and Permit Tasks.
- Provide sediment deposition rate estimates using
  - Stream profile data from the USACE 1963 topographic survey, 1963 County Anderson Road Bridge topographic survey, 1985 FEMA survey and the 2016 LiDAR stream profile data,
  - Comparison of 2016 LiDAR and FEMA 1985 and USACE/NTI 2013 river cross section surveys
  - WEST sediment transport modeling
- Update the sediment analysis and 95% Habitat and Geomorphic Design report using outputs from Task 6.4 95% Hydraulic Design sediment transport calculations and sediment deposition rates from stream profiles discussed above.
- Update 95% Habitat and Geomorphic Design report per the geomorphic comments from the Section 408 SAR.

Task 8.1 – Trail Design Alternatives & Schematic Design

- Consultant provided multiple trail configurations early on, that were incorporated into the project 65% design. Minor overrun due to multiple changes in trail alignments. **(Complete)**

Task 8.2 – 65% Trail & Sign Design

- Trail and haul routes were developed for 65% design. **(Complete)**
- After permit process began, portions of trails were removed and modified throughout the site to meet wetland mitigation criteria. These changes and budget overages propagated into Task 6.4 HEC-RAS2D modeling, Task 10.0 65% Design and Task 13.0 Permitting. **(Complete)**

Task 8.3 –95% Trail & Sign Design - Work Remaining

- Provide 95% Design plans, specifications, quantity takeoffs and cost estimates. Work to be performed as part of Task 11.0 95% Design.

Task 8.4 –Final Trail & Sign Design - Work Remaining

- Provide Final Design plans, specifications, quantity takeoffs and cost estimates. Work to be performed as part of Task 12.0 Final Design.

Task 10.0 – 65% Design Plans – Work Complete

The design plans and specifications will include the following project design elements:

- Existing site conditions basemap **(Complete)**
- Survey control **(Complete)**
- Temporary erosion and sediment control plans **(Complete)**
- Site demolition plans **(Complete)**
- Traffic Control plans **(Complete)**
- Levee features **(Complete)**
    - Alignment and profile **(Complete)**
    - Typical sections **(Complete)**
    - Erosion and scour protection measures **(Complete)**
    - Embankment ties **(Complete)**
    - Access / recreational trails along levee top **(Complete)**
    - Ingress / egress **(Complete)**
    - Levee erosion protection bioengineering measures **(Complete)**
    - Armor and scour protection **(Complete)**
    - Slopes armored based on estimated erosion risk (existing and future) and modern standards **(Complete)**
    - Toe protection based on estimated scour risk (existing and future) and modern standards **(Complete)**
    - Levee crest and profile elevations will be per the Corps Levee Crest Design Elevation Memorandum for Record **(Complete)**
    - Levee Section (Geotechnical) **(Complete)**
    - Section (side slope, materials, crest width) to meet requirements of seepage and stability analyses using hydraulics information from Task 6.5. **(Complete)**
    - Earthquake resilience not required due to infrequency of loading
    - Side slopes should allow for mowing maintenance **(Complete)**
    - Levee Alignment
    - Maximize area of restoration within sponsor owned property, consistent with the results of the cost-effectiveness analysis **(Complete)**
    - Utilize local high ground where possible to minimize required levee fill **(Complete)**
    - Provide for access and inspection during floods **(Complete)**
    - Access to the downstream end of the remaining upstream levee **(Complete)**
    - Access to upstream and downstream ends of the new levee setback **(Complete)**
    - Avoid floodway impacts and induced flooding **(Complete)**
    - Minimize impacts to private parcels, utilities, and improvements **(Complete)**
    - Allow for dump truck access for flood fighting and maintenance **(Complete)**
    - Maximize area preserved for restored riparian processes within the WSDOT mitigation site **(Complete)**
    - Avoid or minimize fill within wetlands **(Complete)**
    - Levee Top width and surfacing to allow for pickup truck and dump truck access for inspection, flood fighting, and maintenance **(Complete)**
    - Interior flooding **(Complete)**

  - Remove existing culverts and gates from portion of levee to be removed **(Complete)**
  - All other culverts through existing levee to remain as is
  - Provide new ditches, ponds, berms, culverts, and flap gates where necessary to preserve local runoff pathways and control interior flood elevations **(Complete)**
  - Designs should have no-rise for interior drainage areas landward of levee setback **(Complete)**
- Towne Road improvement plan
  - Assume road on levee, two-lane road alignment (no walking or bikelanes) **(Complete)**
  - Alignment and profiles**(Complete)**
  - Floodplain erosion and scour protection measures **(Complete)**
  - Three new culvert crossings along the levee and levee access roads **(Complete)**
  - Culvert foundation and stream bed materials, erosion and scour protection **(Partly Complete)**
  - Utility relocation / demolition plans **(Complete)**
  - Road embankment ties **(Complete)**
  - Culvert schematic plans and sections **(Complete)**
  - Foundations, shoring, dewatering, diversion **(Partly Complete)**
  - Stream, bed materials, erosion and scour protection **(Complete)**
  - Abutments **(Partly Complete)**
  - Piles / caps **(Partly Complete)**
  - Superstructure – profiles / clearances **(Complete)**
  - Surfacing **(Complete)**
  - Road / pavement design **(Complete)**
  - Storm drainage along road and bridge **(Complete)**
  - Guardrails **(Complete)**
- Floodplain habitat and geomorphic features **(Complete)**
  - Floodplain pre-excavated anabranching channel plans **(Complete)**
  - Floodplain habitat large woody debris features **(Complete)**
  - Channel migration roadway erosion protection measures **(Complete)**
  - Floodplain plantings and seeding plans **(Complete)**
  - Meadowbrook Creek modifications **(Complete)**
  - Anderson Road Bridge scour protection plans **(Complete)**

- Trail Design – with three culvert crossings (See Task 8.0)
  - Informational Signs **(Not Complete)**

- Planting Plans **(Complete)**

- The following items will be provided with the 65% Design Report.
  - Project descriptions, summary of design criteria and design decisions **(Partly Complete)**
  - Design plans (See Table 6 Anticipated Plan Sheets) **(Complete)**
  - Quantity Takeoff Estimates for Corps Cost Estimating **(Complete)**
  - The Design Report should include:

- Results and supporting data for H&H and geotechnical analyses, with design recommendations for project features. Factors of safety should be documented and supported with calculations. **(Partly Complete)**
- Discussions of risks inherent with the design and sensitivity of design changes to the plans during construction. **(Partly Complete)**
- Draft Road Drainage Report **(Partly Complete)**
- Utility Relocation Memorandum **(Partly Complete)**
- Description of likely habitat benefits, i.e. documentation of the biological objectives expected to be achieved. **(Complete)**
- Constructability Analysis including probable construction methods, material sources, haul routes, disposal areas, project risks, cost implications of critical project features, include a water control plan and suitable BMPs for construction, and provide recommendations for design changes that would improve the project, add value or reduce costs. **(Partly Complete)**
- Construction quantities takeoffs consistent with the information and assumptions contained in the constructability analysis. **(Complete)**
- Summarize opportunities to improve the design or reduce costs. **(Complete)**
- Draft Engineering Instructions to the Field for the Corps project. **(Not Complete)**

- The 65% Design Report will be presented to Clallam County and their Technical Team as described in Task 2.2.7. Comments will be provided by the Technical Team in the Corps Dr. Checks program. **(Complete)**

Note: A singular 65% Design Report summarizing each of the studies and the design decisions was not completed. A 95% and Final Design report will be completed as in Tasks 11 and 12.

Task 10.0 – 65% Design Plans – Work Added

- Added the following design elements:
  - Spur levee and historical side channel inlet. **(Complete)**
  - Revise 65% design plans to accommodate change in levee / road alignment for 300ft offset to property line. **(Complete)**
  - Historical side channel inlet and stream upstream connection and roughened channel inlet. **(Complete)**
  - Levee cross section detail to incorporate geosynthetics and filter drain for wide range of borrow materials. **(Complete)**
  - Multiple trail, haul road, Towne Road removal revisions. **(Complete)**
  - Developed design plans for both (2) 16ft box culverts and (1) 75ft bridge at Brown property line. **(Complete)**
  - Added Fasola Road emergency access to project design plans. **(Complete)**
  - Multi-season construction sequencing discussions and decisions accommodate settlement, levee/road paving and minimize wetland temporal impacts. **(Complete)**
  - Add PCC and Brown Dairy Farm drainage and boundary line adjustments. **(Complete)**

- Added construction cost estimating which were to be provided by Corps. **(Complete)**

Task 10.0 65% Design - Work Remaining

- 65% Design Specifications – Special Provision Outline
- 65% Design Quantity Takeoff and Cost Estimate Updates
- 65% Design Report – Needs to be finalized and then progress into the 95% design.

Note: Items above to be incorporated into 95% design.

Task 11.0 95% Design - Work Remaining

The Consultant shall submit a single 95% Design Report, and two sets of plans and revised technical specifications for the Corps Levee and Floodplain and County Road Reconfiguration projects. The report appendices will have general H&H and Geotechnical Appendices, and separate design plans, specifications, quantity takeoffs for the Corps and County respectively. The report will contain two separate design appendices one each for the Corps levee setback and habitat restoration project and County roadway reconfiguration project. ~~The Corps design plans will use Corps Standards with Microstation/Inroads CAD submittals.~~ The ~~County~~ design plans will use Clallam County Roads Standards with AutoCAD/CIV3D submittals. The Consultant shall incorporate concurred comments from the Dr Checks and value engineering reviews 65% Design into the 95% Design prior to submission. The Dr. Checks comments will be included as an appendix to the report.

The report shall generally follow the Dykstra Levee Repair, 65% Design Report template, including Survey, H&H, Geotechnical, Geomorphic appendices, plans, outline specifications, and quantity takeoff calculations, constructability analysis, habitat benefits summary, operations and maintenance requirements, adaptive management measures, risk register and value engineering opportunities.

The Design Analysis Report includes:

- Updates and finalization of the H&H and geotechnical analyses, with design recommendations for project features. Factors of safety should be documented and supported with calculations.
- Updates to risks inherent with the design and sensitivity of design changes to the plans during construction.
- Updates to habitat benefits, i.e. documentation of the biological objectives expected to be achieved.
- Updated Constructability Analysis including probable construction methods, material sources, haul routes, disposal areas, project risks, cost implications of critical project features, include a water control plan and suitable BMPs for construction, and provide recommendations for design changes that would improve the project, add value or reduce costs.
- Updated Construction quantities takeoffs consistent with the information and assumptions contained in the constructability analysis.
- Updated Summarize opportunities to improve the design or reduce costs.
- Updated Engineering Instructions to the Field for the Corps project.

The 95% Design Report will be presented to Clallam County and their Technical Team as described in Task 2.2.7. Comments will be provided by the Technical Team in the Corps Dr. Checks program.

Note: 95% Design is being split into three construction contracts. This will facilitate completion of design for first contract bid in Spring 2020, and following contracts in Spring 2021.

- Towne Road & Levee Setback - Earthwork and temporary paving/striping
- Towne Road & Levee Setback – Earthwork, utility relocations, final paving/striping
- Levee removal and floodplain habitat restoration

The following work items remain and will be split into three design contract submittals with a single 95% design report that is updated with each separate contract submittal.

- 95% Design Plans
- 95% Design Specifications
- 95% Design Quantity Takeoff and Add Cost Estimate
- 95% Design Report (3 versions: Towne Road & Levee Setback – Initial, Final, and Levee Removal and Habitat Restoration)
- County / Corps Comments and Backchecks

Task 12 Final Design - Work Remaining

The Consultant shall submit a Final Design Package which includes electronic copies of all stamped plans including an Electronic Bid Set of drawings, a set of edited specifications, design report, and quantity takeoffs. This will include two submittals, a Pre-Final Design Report and a Final Design Report. The Pre-Final Design Report is prepared to allow the County, Corps and Technical Team to back-check and close out remaining comments.

The Consultant shall incorporate concurred comments from the Dr Checks review of the 95% Draft Final Design into the Final Design prior to submission. The Dr. Checks comments will be included as an appendix to the report. Drawings shall be stamped and signed by a registered professional engineer or landscape architect. 2 hard copies of stamped plans and specifications, 1 each will be provided to Clallam County and the Corps Project Manager at the same time.

The Consultant will include in this submittal the project technical team and the Corps Agency Technical Review comment resolution package from the 95% design.

- Design Plans
- Design Specifications
- Design Quantity Takeoff and Add Cost Estimate
- Design Report
- Bid-Document Assembly
- County / Corps Final Backchecks & Closeout

Note: Final Design is being split into three construction contracts and has the additional items described in Task 11.0 95% Design.

Task 13.0 – Permitting Support – Work Complete

The Consultant will provide technical support to the County and the Corps related to project permitting. Tasks to be provided by the Consultant are summarized below:

- Consultant to perform confirmation survey of wetland delineation areas. Corps to provide updates to wetland ratings for Corps and WSDOT delineations using Ecology's 2014 rating system. **(Complete)**
- Consultant to provide OHWM delineations to be surveyed in by surveyor in Task 4.2. **(Complete)**
- Generate technical drawings and plans showing project temporary construction and long term impact areas for work in wetlands, below ordinary high water mark, and within riparian buffer areas, and impact area tables for inclusion in permit applications. **(Complete)**
- Calculate impact areas and volumes for inclusion in permit applications. **(Complete)**
- Provide up to 40 hours of on-call permitting advisory and technical assistance services to support interconnected federal, state, and local permit application processes. **(Complete)**

Task 13.0 – Permitting Support – Work Added

All federal, state, local permitting was provided or substantial assistance was provided for permits. This change is related to the decision to have the County lead the project, versus the Corps leading the project and providing all permitting as a federal agency as part of the Project Partnership Agreement, that was not signed by the Corps. The following is a list of permits and technical documents and assistance provided for permits.

- Corps Permits
    - 404 permit **(Mostly Complete – See Below)**
        - JARPA application (and revisions) **(Complete)**
        - JARPA plans (and revisions) **(Complete)**
        - Biological assessment (and revisions) **(Complete)**
        - Wetland functional assessment and mitigation plan – credit / debit calcs
        - WSDOT wetland mitigation site assessment (and revisions) **(Complete)**
        - Wetland and stream delineation report (and revisions) **(Complete)**
        - Wetland Indirect Effects Memo **(Mostly Complete – USACE review in progress)**
        - Wetland Temporal Loss Memo **(Mostly Complete – USACE review in progress)**
        - South Parking Area Memo **(Mostly Complete – USACE review in progress)**
        - Alternatives Analysis **(Mostly Complete – USACE review in progress)**
        - Wetland Compensatory Mitigation Plan **(In Progress, Mostly Complete – Waiting for USACE responses on Indirect Effects and Temporal Losses for credit ratios)**
        - Attend multiple meetings and perform coordination (Corps, USEPA, Ecology, WDFW, NOAA, Tribe) **(Complete)**

    - 408 permit
        - 408 Letter request **(Complete)**
        - Completeness confirmation **(Complete)**
        - Safety Assurance Review (SAR) scoping **(Complete)**
        - Dr. Checks review / response **(Complete)**
        - Real estate coordination **(Complete)**
        - Meetings and coordination **(Complete)**
        - Public notice comment response assistance **(Complete)**

- Section 106 – Field visits and design coordination with archaeologist and tribe. **(Complete)**
- FEMA – LOMR coordination w/ Ted Perkins and John Graves FEMA Region X **(Complete)**
- WDFW and USFWS Bald eagle / raptor coordination **(Complete)**
- WDFW Hydraulic Project Approval **(Application submitted – approval/coordination in progress)**
- ESA Section 7 coordination and limit 8 form provided **(Complete)**
- Ecology **(Complete)**
    - Coordination with Rick Mraz **(Complete)**
    - Assistance on coastal zone consistency review **(Complete)**
    - Shoreline Conditional Use Permit coordination **(Complete)**
    - Submitted Water Quality Management plan for 401 water quality certification **(Complete)**
    - Section 401 & WQMP Approval **(Complete)**
- County Permits
    - SEPA Checklist submitted **(Complete)**
    - Shoreline Substantial Development/Conditional Use Permit and variance language submitted **(Complete)**
    - Habitat Management and Monitoring Plan submitted **(Complete)**
    - Hearing Examiner preparation and attendance **(Complete)**
    - Critical areas **(Complete)**
        - Geohazards Fasola Road **(Complete)**
        - Frequently flooded areas code review and no-rise language **(Complete)**
    - Landowner comment / response coordination, meeting attendance and technical assistance provided for noise, flood risks, septic impacts, views, light, etc. **(Complete)**

Task 13 Permit Support - Work Remaining

- 404 permit coordination and approval
    - Wetland Compensatory Mitigation Plan **(In Progress, Mostly Complete – Waiting for USACE responses on Indirect Effects and Temporal Losses for credit ratios)**
    - Wetland Indirect Effects Memo **(Mostly Complete – USACE review in progress)**
    - Wetland Temporal Loss Memo **(Mostly Complete – USACE review in progress)**
    - South Parking Area Memo **(Mostly Complete – USACE review in progress)**

  - Alternatives Analysis **(Submitted Draft – USACE review and comments provided. Revision and resubmission in progress)**
  - Corps Coordination and meetings
  - Monitoring Plan Updates
  - WSDOT Site Plan and Coordination **(In progress – Coordination remains)**
  - Section 106 Confirmation **(Mostly Complete – USACE review in progress)**
- ESA Section 7
  - Incorporate Permit Conditions and BMPs into project construction contract
- 408 permit (Moved to new Task 13.1 as part of separate Contract Amd. 4)
- WDFW Hydraulic Project Approval **(In progress – Coordination remains)**
- Ecology
  - Ecology Coordination
  - NPDES Construction Stormwater General Permit Application
- WDNR Right of Entry for Large Wood Debris
- FEMA LOMR, currently planned to occur at end of construction
- County
  - Final Building, Structural Permit Applications, Plans and Grading Permits
- Miscellaneous coordination for final permit approvals

Task 13.1 – Section 408 – Work Added/Remaining

The USACE is requiring approval of the design through a Section 408 Permit. Initially, the USACE requested a Safety Assurance Review (SAR) which is an expert peer review. This SAR was added to the Contract through Amd. 4.

The outcome of the SAR includes additional hydraulic and geotechnical tasks, which have been incorporated into Tasks . Additionally, the USACE has added submittal and review requirements to the Section 408 permit. These additional requests currently include:

- Updated design memo outlining the planned alteration and any changes to the 65% Design as a result of the USACE DrChecks and SAR reviews.
- 65% bridge design SAR report.
- Summary of changes that will made to the O&M manual.
- Temporary measures during construction, including a flood contingency plan for the time when the original levee is dismantled and spur levee is not constructed.
- Summarize the climate change considerations that were made during the project planning and modeling.
- Real estate map and language (Please see my separate e-mail on this).
- Add 95% Design backcheck review by SAR Hydraulics.
- Provide up to 80 additional hours for the Consultant to coordinate with the County and the USACE during the 90 day review period.

Task 13.2 FEMA LOMR

The County is the designated floodplain administrator responsible for compliance with both County and Federal floodplain regulations. The Project is making modifications to flood protection structures and restoring habitat in the regulated floodplain as designated on the FEMA Flood Insurance Rate Map (FIRM) 530021-0365D, effective December 5, 1989. The Project hydraulics studies have demonstrated no-rise in the floodplain and floodway, meeting the County and Federal standards for avoiding floodplain impacts. The County and Consultant have been coordinating with FEMA for guidance on the Project and meeting FEMA regulations. One issue for the project is that even though the project meets the floodplain and floodway No-Rise criteria, the floodplain map and flood hydrology is dated, and the levee will be moving with respect to its location on the FIRM. FEMA has indicated that a CLOMR is not be necessary, but a LOMR is necessary to address the changes in levee and flood elevations resulting from the Project. Task 13.2 is an option for the County to include to update the Flood Insurance Rate Map through the LOMR process, which is what the County would likely require of a developer or proponent building structures or modifying the floodplain.

Task 14.0 – Lands, Easements, Rights-of-Ways, Relocation and Disposal Areas – Work Complete

The levee setback and floodplain restoration project will involve changes in easements and right of ways between the Corps, County and various landowners. The Consultant will provide support to the County and Corps by performing the following tasks:

- Coordinate and attend a real estate meeting between the Corps and County to present the 65% design plans to the Corps real estate staff. The Consultant will prepare meeting agenda and minutes. **(Complete)**
- Prepare real estate exhibits for temporary construction, and permanent easements and rights of ways for each major landowner within the project area. Real estate exhibits will be plans showing "footprint" boundaries around major project features (i.e. levee removal and levee setback, habitat restoration features, etc.). A metes and bounds legal description will be provided for each footprint boundary.' **(Complete)**
- Provide up to 40 hours of time for review of real estate and landowner agreements. **(Complete)**

Notes: The real estate plan has become complex and has required additional effort to map out the project permanent right of way, construction easements, and disposal areas. The project footprint has changed on multiple occasions, which has caused rework of the real estate footprint, including the addition of footprints on new properties beyond the original project footprint.

Task 14.0 – Lands, Easements, Rights-of-Ways, Relocation and Disposal Areas – Work Added

The levee setback and floodplain restoration project will involve changes in easements and right

A summary of real estate related changes / additions is listed below:

- Towne Road footprint to connect to Sequim-Dungeness Way
- Extended project footprint south along Existing Towne Road
- Fasola Road Emergency Access added to project plans, not in original scope
- Modified project and construction and project footprint based on permits and landowner coordination for drainage ditches,
- Coordination with Clallam County ROW and Corps Real Estate staff for USACE Section 408 approval
- Modified grading plans and project right of way based on USACE Section 404 review and negotiations

Task 14.0 – Lands, Easements, Rights-of-Ways, Relocation and Disposal Areas – Work Remains

The following real estate work remains:

- Coordination with County Right of Way staff.

- Submit final real estate right of way documents from surveyor Task 4.6.
- Coordinate with USACE Real Estate and Right of Way staff for Task 13.1.
- File record of surveys with County.

TABLE 1
CLALLAM COUNTY
CONTRACT 334.16.005, AMENDMENT 6
LOWER DUNGENESS RIVER FLOODPLAIN RESTORATION AND LEVEE REALIGNMENT
BUDGET SUMMARY - AMENDMENT 6

Contract	Description	Date	Amount
334.16.005	Base Contract	6/28/19	$1,824,290
334.16.005.A1	Amendment No. 1 - Time Extension to 3/31/18	8/8/17	$0
334.16.005.A2	Amendment No. 2 - Time Extension to 12/31/18	3/20/18	$0
334.16.005.A3	Amendment No. 3 - Time Extension to 12/31/19	12/5/19	$0
334.16-005.A4	Amendment No. 4 - USACE Section 408 SAR	6/12/19	$127,495
334.16-005.A5	Amendment No. 5 - Survey 2019	6/12/19	$71,769
334.16-005.A6	Amendment No. 6 - Design/Permit Changes	9/15/19	$2,144,836
	Subtotal		$4,588,803

TABLE 2
CLALLAM COUNTY
CONTRACT 334.16.005, AMENDMENT 6
LOWER DUNGENESS RIVER FLOODPLAIN RESTORATION AND LEVEE REALIGNMENT
BUDGET SUMMARY - AMENDMENT 6

Tasks	Description	S&W	Cardno	WEST	HDR	JLS	Icicle	NHC	WSP	Total
1.0	Project Management & Coordination (AMD.6)	$122,663	$9,337	-$2,954	$26,350	$0	$0	$0	$0	$155,396
2.0	Project Planning & External Coordination Meetings (AMD.6)	$45,583	-$12,271	-$5,612	-$9,767	$0	$0	$0	$0	$17,933
3.0	Towne Road Reconfiguration Design (AMD.6)	$21,845	$0	$0	$227,621	$0	$0	$0	$0	$249,466
5.0	Geotechnical Engineering (AMD.6)	$382,851	$0	$0	$0	$0	$0	$0	$0	$382,851
6.0	Hydrologic and Hydraulic Engineering (AMD.6)	$131,129	$0	$120,205	$0	$0	$0	$0	$0	$251,334
7.0	Geomorphic, River, Floodplain, Habitat and Wetland Analysis and Design (AMD.6)	$7,689	$163,800	$0	$0	$0	$0	$0	$0	$171,389
8.0	Trail Design (AMD.6)	-$51,718	$0	$0	$0	$0	$0	$0	$0	-$51,718
10.0	65% Design (AMD.6)	$109,919	$0	$0	$0	$0	$0	$0	$0	$109,919
11.0	95% Design (AMD.6)	$53,200	$0	$0	$0	$0	$0	$0	$0	$53,200
12.0	Final Design (AMD.6)	$26,600	$0	$0	$0	$0	$0	$0	$0	$26,600
13.0	Permitting Support (AMD.6)	$587,548	$5,106	$0	$9,914	$0	$0	$0	$0	$602,568
13.1	Section 408 - SAR (AMD.6)	$37,220	$0	$0	$0	$0	$0	$6,348	$0	$43,568
13.2	FEMA LOMR (AMD.6)	$21,000	$0	$70,773	$0	$0	$0	$0	$0	$91,773
14.0	Lands, Easements, Rights-of-Way, Relocation and Disposal Areas (AMD.6)	$40,556	$0	$0	$0	$0	$0	$0	$0	$40,556
	Subtotal	$1,535,986	$165,972	$182,412	$254,117	$0	$0	$6,348	$0	$2,144,836

TABLE 3
CLALLAM COUNTY
CONTRACT 334.16.005, AMENDMENT 6
LOWER DUNGENESS RIVER FLOODPLAIN RESTORATION AND LEVEE REALIGNMENT
BUDGET SUMMARY - TOTAL CONTRACT

Tasks	Description	S&W	Cardno	WEST	Hitts	JE/S	Jelsa	NHC	WSP	Total
1.0	Project Management & Coordination	$62,500	$27,047	$12,741	$50,989	$0	$0	$0	$0	$153,277
1.0	Project Management & Coordination (AMD.6)	$122,663	$9,337	-$7,954	$26,350	$0	$0	$0	$0	$155,396
2.0	Project Planning & External Coordination Meetings	$41,217	$49,081	$12,337	$24,986	$0	$0	$0	$0	$127,840
2.0	Project Planning & External Coordination Meetings (AMD.6)	$45,593	-$12,271	-$5,612	-$9,767	$0	$0	$0	$0	$17,943
3.0	Towne Road Reconfiguration Design	$8,450	$0	$0	$347,978	$0	$0	$0	$0	$356,429
3.0	Towne Road Reconfiguration Design (AMD.6)	$21,945	$0	$0	$227,521	$0	$0	$0	$0	$249,466
4.0	Survey and Basemap Development	$24,826	$0	$0	$1,203	$128,128	$0	$0	$0	$154,157
4.1-4.5	Survey and Basemap Adjustments (AMD.5)	$15,464	$0	$0	-$1,199	-$24,963	$0	$0	$0	-$10,698
4.6	Survey 2019 (AMD 5)	$12,500	$0	$0	$0	$69,961	$0	$0	$0	$82,461
5.0	Geotechnical Engineering	$284,834	$0	$0	$0	$0	$0	$0	$0	$284,834
5.0	Geotechnical Engineering (AMD.6)	$387,951	$0	$0	$0	$0	$0	$0	$0	$387,951
6.0	Hydrologic and Hydraulic Engineering	$6,450	$0	$138,242	$0	$0	$0	$0	$0	$144,692
6.0	Hydrologic and Hydraulic Engineering (AMD.6)	$131,129	$0	$120,205	$0	$0	$0	$0	$0	$251,334
7.0	Geomorphic, River, Floodplain, Habitat and Wetland Analysis and Design	$26,780	$214,547	$0	$0	$0	$0	$0	$0	$241,327
7.0	Geomorphic, River, Floodplain, Habitat and Wetland Analysis and Design (AMD.6)	$7,589	$163,800	$0	$0	$0	$0	$0	$0	$171,389
8.0	Trail Design	$84,915	$0	$0	$0	$0	$0	$0	$0	$84,915
8.0	Trail Design (AMD.6)	-$31,710	$0	$0	$0	$0	$0	$0	$0	-$31,710
10.0	65% Design	$119,040	$0	$0	$1,946	$0	$0	$0	$0	$120,986
10.0	65% Design (AMD.6)	$109,919	$0	$0	$0	$0	$0	$0	$0	$109,919
11.0	95% Design	$69,960	$0	$0	$1,946	$0	$0	$0	$0	$71,905
11.0	95% Design (AMD.6)	$53,200	$0	$0	$0	$0	$0	$0	$0	$53,200
12.0	Final Design	$39,580	$0	$0	$1,000	$0	$0	$0	$0	$40,580
12.0	Final Design (AMD.6)	$36,600	$0	$0	$0	$0	$0	$0	$0	$36,600
13.0	Permitting Support	$29,248	$4,990	$0	$0	$0	$0	$0	$0	$34,238
13.0	Permitting Support (AMD.6)	$587,548	$5,106	$0	$9,914	$0	$0	$0	$0	$602,568
13.1	Section 408 - SAR (AMD.4)	$31,207	$9,026	$10,484	$15,333	$0	$21,146	$17,236	$23,053	$127,494
13.1	Section 408 - SAR (AMD.6)	$37,220	$0	$0	$0	$0	$0	$6,348	$0	$43,568
13.2	FEMA LOMR (AMD.6)	$21,000	$0	$70,773	$0	$0	$0	$0	$0	$91,773
14.0	Lands, Easements, Rights-of-Way, Relocation and Disposal Areas	$9,600	$0	$0	$0	$0	$0	$0	$0	$9,600
14.0	Lands, Easements, Rights-of-Way, Relocation and Disposal Areas (AMD.6)	$40,556	$0	$0	$0	$0	$0	$0	$0	$40,556
	Subtotal	$2,402,470	$470,671	$356,236	$698,206	$173,042	$21,146	$23,584	$23,053	$4,168,388

TABLE 4.1 SHANNON & WILSON, INC.

CONTRACT 334.16.005, AMENDMENT 6

LOWER DUNGENESS RIVER FLOODPLAIN RESTORATION AND LEVEE REALIGNMENT

RATES

SHANNON WILSON

LABOR:			
Name	**Role**	**Billing Category**	**Rate**
Stan Boyle	Principal - Geotech	Vice President (T25)	$250.00
Katie Walter	Principal - Natural Resources	Vice President (T25)	$250.00
Dave Cline	Project Manager - Lead Engineer	Vice President (T25)	$250.00
Stephen Thomas	Sr. Associate Hydrogeologist	Sr. Associate (T23)	$210.00
Brian Reznick	Associate Geotechnical Engineer	Associate (T22)	$185.00
Amy Summe	Associate - Natural Resources	Associate (T22)	$185.00
Jennifer Goldsmith	Assistant Project Manager / Geomorphologist	Sr. Professional III (T20)	$165.00
Bo Lewis	Sr. GIS Analyst	Sr. Professional II (T19)	$150.00
Varies	Project Geotechnical Engineer	Sr. Professional I (T18)	$135.00
		Professional IV (T17)	$120.00
Joel Achenbach	Staff Hydraulics	Professional III (T16)	$110.00
		Professional II (T15)	$100.00
	CAD Drafting	Sr. Technical Services (S13)	$110.00
	Sr. Office Services	Sr. Office Services (A17)	$110.00

TABLE 4.2
CONTRACT 334.16.005, AMENDMENT 6
LOWER DUNGENESS RIVER FLOODPLAIN RESTORATION AND LEVEE REALIGNMENT
BUDGET
SHANNON WILSON

Task	Description	Budget	Cost (7/25/19)	Over/Under	Challow Amd. 4	Challow Amd. 5	Challow Amd. 6	Total
1.0	**Project Management & Coordination**							
1.1	Project Management w/ County	$45,700	$93,654	$47,954	$0	$0	$103,954	$149,654
1.2	Project Coordination w/ Corps	$8,400	$16,799	$8,399	$0	$0	$8,399	$16,799
1.3	Project Grant Assistance	$8,400	$8,711	$311	$0	$0	$10,311	$18,711
2.0	**Project Planning & External Coordination**							
2.1	Communications and Outreach Plan	$3,360	$1,680	-$1,680	$0	$0	-$1,680	$1,680
2.2	Technical Team Mtgs	$27,177	$17,155	-$10,022	$0	$0	$0	$27,177
2.3	Community Outreach Mtgs	$9,000	$43,633	$34,633	$0	$0	$47,263	$56,263
2.4	County Planning Commission and BOCC Updates	$1,680	$0	-$1,680	$0	$0	$0	$1,680
3.0	**Towne Road Reconfiguration Study & Design**							
3.5	Towne Road Reconfiguration 65% Design	$3,510	$10,955	$7,445	$0	$0	$7,445	$10,955
3.6	Towne Road Reconfiguration 95% Design	$2,470	$0	-$2,470	$0	$0	$9,040	$11,510
3.7	Towne Road Reconfiguration Final Design	$2,470	$0	-$2,470	$0	$0	$5,360	$7,830
4.0	**Survey and Basemap Development**							
4.1	Survey and Basemap Review	$5,478	$6,400	$922	$0	$0	$922	$6,400
4.2	Topographic Survey	$4,520	$4,646	$126	$0	$0	$126	$4,646
4.3	Environmental Surveys	$0	$2,158	$2,158	$0	$0	$2,158	$2,158
4.4	Existing Basemap	$8,000	$12,275	$4,275	$0	$0	$4,275	$12,275
4.5	Proposed Project Basemap	$6,840	$14,823	$7,983	$0	$0	$7,983	$14,823
4.6	2019 Survey	$0	$0	$0	$0	$12,580	$0	$12,580
5.0	**Geotechnical Engineering**							
5.2	Geotechnical Data Report	$142,384	$152,006	$9,622	$0	$0	$125,392	$267,776
5.5	Geotechnical 65% Design Report	$46,900	$193,309	$146,409	$0	$0	$146,409	$193,309
5.6	Geotechnical 95% Design Report	$82,580	$2,066	-$80,515	$0	$0	$72,800	$155,380
5.7	Geotechnical Final Design Report	$12,970	$0	-$12,970	$0	$0	$38,250	$51,220
6.0	**Hydrologic and Hydraulic Engineering**							
6.1	Existing Models, Data and Report Review	$840	$323	-$518	$0	$0	-$518	$323
6.3	No-Rise Analysis - HEC-RAS1D	$840	$1,520	$680	$0	$0	$680	$1,520
6.4	Project Hydraulic Analysis & Design - HEC-RAS2D	$840	$93,381	$92,541	$0	$0	$92,541	$93,381
6.7	Hydraulics 65% Design	$1,310	$12,575	$11,265	$0	$0	$11,265	$12,575
6.8	Hydraulics 95% Design	$1,310	$0	-$1,310	$0	$0	$24,000	$25,310
6.9	Hydraulics Final Design	$1,310	$0	-$1,310	$0	$0	$3,160	$4,470
7.0	**Geomorphic, River, Floodplain, Habitat and Wetland Analysis and Design**							
7.1	Fish Passage Analysis - Towne Road Reconfiguration	$14,960	$5,249	-$9,711	$0	$0	-$9,711	$5,249
7.3	Geomorphic, River, Floodplain, Wetland and Habitat Future Conditions	$2,840	$4,420	$1,580	$0	$0	$1,580	$4,420
7.4	Geomorphic, River, Floodplain, Habitat 65% Design	$4,390	$2,510	-$1,880	$0	$0	$0	$4,390
7.5	Geomorphic, River, Floodplain, Habitat 95% Design	$2,430	$0	-$2,430	$0	$0	$13,440	$15,870
7.6	Geomorphic, River, Floodplain, Habitat Final Design	$1,960	$0	-$1,960	$0	$0	$2,280	$4,240
8.0	**Trail Design**							
8.1	Trail Alternatives and Schematic Design	$14,170	$15,725	$1,555	$0	$0	$1,555	$15,725
8.2	65% Trail & Sign Design	$40,307	$17,473	-$22,834	$0	$0	-$22,834	$17,473
8.3	95% Trail & Sign Design	$20,237	$0	-$20,237	$0	$0	-$20,237	$0
8.4	Final Trail & Sign Design	$10,202	$0	-$10,202	$0	$0	-$10,202	$0
10.0	**65% Design**	$119,040	$228,959	$109,919	$0	$0	$109,919	$228,959
11.0	**95% Design**	$69,960	$0	-$69,960	$0	$0	$53,200	$123,160
12.0	**Final Design**	$39,580	$0	-$39,580	$0	$0	$26,600	$66,180
13.0	**Permitting Support**	$29,248	$497,596	$468,348	$0	$0	$587,548	$616,796
13.1	**Section 408 SAR Amd. 4**	$0	$0	$0	$31,207	$0	$43,568	$74,775
13.1	**Section 408 SAR Amd. 6**	$0	$0	$0	$0	$0	$43,568	$43,568
13.2	**FEMA LOMR**	$0	$0	$0	$0	$0	$21,000	$21,000
14.0	**Lands, Easements, Rights-of-Way, Relocation and Disposal Areas**	$9,600	$37,756	$28,156	$0	$0	$40,556	$50,156
	Total	$807,212	$1,497,758	$690,546	$31,207	$12,580	$1,601,366	$2,457,365

TABLE 5.1
CONTRACT 334.16.005, AMENDMENT 6
LOWER DUNGENESS RIVER FLOODPLAIN RESTORATION AND LEVEE REALIGNMENT
RATES
CARDNO

LABOR:			
Name	**Role**	**Billing Category**	**Rate**
Jack Bjork	Project Manager - Lead Habitat Engineer	Senior Consultant 2	$229.00
Derek Booth	Lead Geomorphologist	Senior Consultant 2	$229.00
		Senior Consultant 1	$206.00
		Senior Project Consultant 2	$187.00
		Senior Project Consultant 1	$171.00
		Project Consultant	$153.00
Joey Smith	Senior Staff Engineer	Senior Staff Consultant	$129.00
		Staff Consultant	$107.00
		Assistant Staff Consultant	$87.00
		GIS, CADD, Drafting	$129.00
		Technical Editor	$98.00
		Project Coordinator / Assistant	$98.00
		Field Technician	$76.00

TABLE 5.2
CONTRACT 334.16.005, AMENDMENT 6
LOWER DUNGENESS RIVER FLOODPLAIN RESTORATION AND LEVEE REALIGNMENT
BUDGET
CARDNO

Task	Description	Status	Budget	Cost (7/25/19)	Over/Under	Cardno Amd. 1 Budget (Clallam Amd. 4)	Cardno Amd. 2 New Tasks (Clallam Amd. 6)	Cardno Amd. 2 Adjusted Budget (Clallam Amd. 6)	Total
1.1	Project Management	Open	$24,588	$25,555	$967	$0	$7,152	$8,119	$39,859
2.1	Communications and Outreach Plan	Closed	$3,240	$1,912	-$1,328	$0	$0	-$1,328	$1,912
2.2	Technical Team Mtgs	Open	$24,363	$27,680	$3,317	$0	$5,740	$2,423	$32,525
2.3	Community Outreach Mtgs	Closed	$17,016	$4,766	-$12,250	$0	$0	-$12,250	$4,766
7.0	Geomorphic, River, Floodplain, Habitat and Wetland Analysis and Design								$0
7.1	Fish Passage Analysis - Towne Road Reconfiguration	Closed	$6,082	$7,274	$1,192	$0	$0	$1,192	$7,274
7.3	Geomorphic, River, Floodplain, Wetland and Habitat Future Conditions	Open	$54,065	$50,676	-$3,389	$0	$0	-$3,389	$50,676
7.4	Geomorphic, River, Floodplain, Habitat 65% Design	Closed	$80,334	$135,385	$55,051	$0	$0	$55,051	$135,385
7.5	Geomorphic, River, Floodplain, Habitat 95% Design	Open	$40,488	$0	-$40,488	$0	$72,502	$72,502	$185,491
7.6	Geomorphic, River, Floodplain, Habitat Final Design	Open	$14,074	$0	-$14,074	$0	$17,080	$17,080	$48,234
13.0	Permitting Support	Open	$4,536	$1,580	-$2,956	$0	$4,440	$4,440	$13,416
13.1	Section 408 SAR	Open	$0	$0	$0	$7,858	$0	$0	$7,858
	Total	$0	$268,786	$254,827	-$13,959	$7,858	$106,913	$143,838	$527,395

TABLE 6.1
CONTRACT 334.16.005, AMENDMENT 6
LOWER DUNGENESS RIVER FLOODPLAIN RESTORATION AND LEVEE REALIGNMENT
RATES
WEST

LABOR:		
Name	**Role / Billing Category**	**Rate**
Henry Hu	Principal	$227.04
Ray Walton	Project Manager - Hydraulics	$250.94
	Senior Hydraulics Engineer	$182.16
	Junior Engineer - Hydraulics	$113.57
	GIS - Lead	$131.87
	Admin/Tech	$67.76

TABLE 6.2
CONTRACT 334.16.005, AMENDMENT 6
LOWER DUNGENESS RIVER FLOODPLAIN RESTORATION AND LEVEE REALIGNMENT
BUDGET
WEST

Task	Description	Status	Budget	Cost (7/25/19)	Over/Under	West Amd. 1 Budget (Clallam Amd. 4)	Added Tasks West Amd. 2 Budget (Clallam Amd. 6)	West Amd. 2 Adjusted Budget (Clallam Amd. 6)	Total
1.1	Project Management	Open	$5,972	$5,237	-$735	$0	$3,419	$2,683	$8,655
1.2	Corps Assistance	Closed	$5,610	$119	-$5,491	$0	$0	-$5,491	$119
2.2	Technical Team Mtgs	Open	$11,233	$0	-$11,233	$0	$6,132	-$5,102	$6,132
6.0	Hydrologic and Hydraulic Engineering								
6.1	Existing Models, Data and Report Review	Closed	$4,540	$4,470	-$70	$0	$0	-$70	$4,470
6.3	No-Rise Analysis - HEC-RAS1D	Open	$13,390	$7,528	-$5,862	$0	$15,072	$15,072	$28,462
6.4	Project Hydraulic Analysis & Design - HEC-RAS2D	Open	$79,456	$66,475	-$12,981	$0	$52,296	$52,296	$131,752
6.7	Hydraulics 65% Design	Closed	$20,672	$43,286	$22,614	$0	$0	$22,614	$43,286
6.8	Hydraulics 95% Design	Open	$4,577	$0	-$4,577	$0	$9,014	$9,014	$13,591
6.9	Hydraulics Final Design	Open	$3,040	$0	-$3,040	$0	$5,600	$5,600	$8,641
13.1	Section 408 SAR	Open				$9,116	$0	$0	$9,116
13.2	FEMA LOMR	Closed					$61,542	$61,542	$61,542
	Total		**$148,491**	**$127,115**	**-$21,376**	**$9,116**	**$153,075**	**$158,159**	**$315,766**

TABLE 7.1
CONTRACT 334.16.005, AMENDMENT 6
LOWER DUNGENESS RIVER FLOODPLAIN RESTORATION AND LEVEE REALIGNMENT
RATES
HDR ENGINEERING INC.

LABOR:		
Name	**Role / Billing Category**	**Rate**
Kristie Casarez	Principal	$318.34
Mark Ohlstrom	Project Manager	$266.27
Lee Andrews	Lead Bridge Engineer	$240.00
Scott Johnson	Lead Road Engineer	$212.58
Brian Ward	Lead Stormwater	$214.34
John Vo	Bridge Engineer	$171.20
Eric Border	Bridge Engineer	$117.44
Larry Keller	Bridge CADD	$159.33
Ryan Haddeland	Road EIT	$117.50
Carlos Wilcox	Road CADD	$139.30
Jared Mills	Project Accountant	$112.00
Katie Pardee	Project Assistant	$116.50

TABLE 7.2
CONTRACT 334.16.005, AMENDMENT 6
LOWER DUNGENESS RIVER FLOODPLAIN RESTORATION AND LEVEE REALIGNMENT
BUDGET
HDR ENGINEERING INC.

Task	Description	Status	Budget	Cost (7/25/19)	Over/Under	HDR Amd. 1 Budget (Clallam Amd. 4)	HDR Amd. 2 Budget (Clallam Amd. 6)	Total
1.1	Project Management	Open	$15,943	$20,221	$4,277	$0	$22,913	$38,856
1.2	Corps Assistance	Closed	$30,411	$31,430	$1,019	$0	$1,019	$31,430
2.2	Technical Team Mtgs.	Open	$19,937	$6,058	-$13,879	$0	-$8,879	$11,058
2.3	Community Outreach Mtgs.	Closed	$2,686	$0	-$2,686	$0	$0	$2,686
3.5	Towne Road 65% Design	Closed	$197,294	$179,043	-$18,251	$0	-$18,251	$179,043
3.6	Towne Road 95% Design	Open	$74,952	$0	-$74,952	$0	$187,821	$262,773
3.7	Towne Road Final Design	Open	$44,098	$0	-$44,098	$0	$28,361	$72,459
4.1	Site Survey / Basemap Review	Closed	$1,091	$11	-$1,081	$0	$0	$1,091
10.0	65% Design	Closed	$1,769	$3,777	$2,008	$0	$0	$1,769
11.0	95% Design	Open	$909	$0	-$909	$0	$0	$909
12.0	Final Design	Open	$909	$0	-$909	$0	$0	$909
13.0	Permitting	Open	$0	$0	$0	$0	$8,621	$8,621
13.1	Section 408 SAR	Open	$0	$0	$0	$13,332	$0	$13,332
	Total		**$390,000**	**$240,539**	**-$149,461**	**$13,332**	**$221,604**	**$624,937**

2d

AGENDA ITEM SUMMARY

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

6/29/21

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/29/2021

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

Item summary:

- ☐ Call for Hearing
- ☐ **Resolution**
- ☐ **Draft Ordinance**
- ☒ Contract/Agreement/MOU - Contract #11322-21-BTG
- ☐ **Proclamation**
- ☐ **Final Ordinance**
- ☐ **Budget Item**
- ☐ **Other**

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and The Answer For Youth (TAFY). The Bridging the Gap 10 program provides funding for essential agency operational costs of mortgage, utilities, insurance, L&I, property taxes, and technology (fire system, security system, internet).This contract is effective July 1, 2021 through June 30, 2023 in the amount of $78,952.00.

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

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 6/23/21

PERSONAL SERVICES AGREEMENT

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

Name: The Answer For Youth (TAFY)
Address: 826 E. First Street
Port Angeles, WA 98362
Phone Nº: 360-670-4363

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 1st day of July 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

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

CONTRACTOR

Susan L Hillgren

Susan Hillgren, Director

Print name: Susan Hillgren

Title: Director

Date: June 15, 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The **Bridging the Gap 10** program provides funding for essential agency operational costs of mortgage, utilities, insurance, L&I, property taxes, and technology (fire system, security system, internet).

The funding for this contract covers:

- Mortgage/Leasing for fiscal years 2021-2022 and 2022-2023
- Utilities for fiscal years 2021-2022 and 2022-2023
- Insurance (D&O, Property) for fiscal years 2021-2022 and 2022-2023
- Property taxes for fiscal years 2021-2022 and 2022-2023
- L&I for fiscal years 2021-2022 and 2022-2023
- Technology for fiscal years 2021-2022 and 2022-2023

Maximum consideration for this contract is **$78,952.00**

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

BUDGET/FEE SCHEDULE

July 1, 2021 – June 30, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Mortgage/Leasing	$10,680.00
Utilities	$16,635.00
Insurance (D&O, Property)	$4,600.00
Property Taxes	$3,429.00
L&I	$1,000.00
Technology	$3,132.00
TOTAL	**$39,476.00**

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Mortgage/Leasing	$10,680.00
Utilities	$16,635.00
Insurance (D&O, Property)	$4,600.00
Property Taxes	$3,429.00
L&I	$1,000.00
Technology	$3,132.00
TOTAL	**$39,476.00**

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

Funding will be provided during two separate funding periods as documented below. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.

REPORTING:
Quarterly reporting is required per section 1. **REPORTING** in Attachment D - Special Terms and Conditions.

HMIS:
Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.

MONITORING:
Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

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

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of seventy eight thousand nine hundred fifty two DOLLARS ($78,952.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

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

OR

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

Name/Position ***Hourly Rate***

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

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

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

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

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

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

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

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

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

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

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

13. Defense and Indemnity Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

20. Disputes:

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

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

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

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

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

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

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

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

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

Name: Jennifer Oppelt

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2431

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

Fax: 360-452-9605

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

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

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

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

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

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

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

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

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

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

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

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Progress reports shall include, at a minimum, the following: A short narrative summarizing project progress will be submitted.

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 within 30 days of due date. Reports are due **October 31, 2021; January 31, 2022; April 30, 2022; July 31, 2022; October 31, 2022; January 31, 2023; April 30, 2023** and **July 31, 2023.**

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

☒ COMMERCIAL GENERAL LIABILITY:		
Bodily injury, including death	$1,000,000	per occurrence
	$2,000,000	aggregate
Property damage	$1,000,000	per occurrence
	$2,000,000	aggregate
☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$2,000,000	per occurrence
☒ WORKERS COMPENSATION:	Statutory amount	

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

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

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

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

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

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

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

☐ 4. Other (specify):.

2e
6/29/21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/29/2021

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

Item summary:

☐ Call for Hearing
☐ **Resolution**
☐ **Draft Ordinance**
☒ Contract/Agreement/MOU - Contract #11322-21-SFO
☐ **Proclamation**
☐ **Final Ordinance**
☐ **Budget Item**
☐ **Other**

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and The Answer For Youth (TAFY). The STAR Fleet Operations program provides transitional housing and support for twenty men in early addiction recovery who would otherwise be homeless. Clients typically enter from an inpatient treatment program, and are provided all the support services needed to exit them employed, housed, and in stable recovery. This contract is effective July 1, 2021 through June 30, 2023 in the amount of $25,850.00.

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

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 6/23/21

PERSONAL SERVICES AGREEMENT

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

Name: The Answer For Youth (TAFY)
Address: 826 E. First Street
Port Angeles, WA 98362
Phone Nº: 360-670-4363

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 1st day of July 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

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

CONTRACTOR

Susan L Hillgren

Susan Hillgren, Director

Print name: Susan Hillgren

Title: Director

Date: June 15, 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The **STAR Fleet Operations** program provides transitional housing and support for twenty men in early addiction recovery who would otherwise be homeless. Clients typically enter from an inpatient treatment program, and are provided all the support services needed to exit them employed, housed, and in stable recovery.

Maximum consideration for this contract is **$25,850.00**

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

BUDGET/FEE SCHEDULE

July 1, 2021 – June 30, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Appliances	$3,500.00
Rental Subsidies	$2,000.00
Utility Deposit Assistance	$800.00
Transportation	$3,300.00
Housing Deposits	$1,000.00
Wellness Passes	$1,590.00
Clothing	$1,500.00
Medical	$1,200.00
TOTAL	**$14,890.00**

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Rental Subsidies	$2,700.00
Utility Deposit Assistance	$800.00
Transportation	$1,870.00
Housing Deposits	$1,700.00
Wellness Passes	$1,590.00
Clothing	$1,500.00
Medical	$800.00
TOTAL	**$10,960.00**

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

Funding will be provided during two separate funding periods as documented below. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the

current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.

REPORTING:
Quarterly reporting is required per section 1. **REPORTING** in Attachment D - Special Terms and Conditions.

HMIS:
Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.

MONITORING:
Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

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

COMPENSATION

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

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

OR

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

Name/Position ***Hourly Rate***

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

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

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

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

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

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

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

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

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

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

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

13. Defense and Indemnity Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

20. Disputes:

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

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

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

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

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

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

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

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

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

Name: Jennifer Oppelt

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2431

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

Fax: 360-452-9605

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

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

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

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

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

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

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

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

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

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

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

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Progress reports shall include, at a minimum, the following: A short narrative summarizing project progress will be submitted.

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 within 30 days of due date. Reports are due **October 31, 2021; January 31, 2022; April 30, 2022; July 31, 2022; October 31, 2022; January 31, 2023; April 30, 2023** and **July 31, 2023.**

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

☒ COMMERCIAL GENERAL LIABILITY:		
Bodily injury, including death	$1,000,000	per occurrence
	$2,000,000	aggregate
Property damage	$1,000,000	per occurrence
	$2,000,000	aggregate
☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$2,000,000	per occurrence
☒ WORKERS COMPENSATION:	Statutory amount	

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

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

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

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

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

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

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

☐ 4. Other (specify):.

2f
6/29/21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/29/2021

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

Item summary:

☐ Call for Hearing
☐ **Resolution**
☐ **Draft Ordinance**
☒ Contract/Agreement/MOU - Contract #11324-21-TAFY
☐ **Proclamation**
☐ **Final Ordinance**
☐ **Budget Item**
☐ **Other**

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and The Answer For Youth (TAFY). The Steps To The Stars capital projects are needed for safety and to improve living conditions for clients in the STAR House clean and sober transitional housing program. A new roof for the small house will extend the longevity of the 80-year old living space as well as provide some insulation. The weathered exterior staircase and small balcony at the main entrance to the larger group living quarters will be replacement for ongoing client safety. This contract is effective July 1, 2021 through June 30, 2023 in the amount of $11,410.00.

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

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 6/23/21

PERSONAL SERVICES AGREEMENT

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

Name: The Answer For Youth (TAFY)

Address: 826 East First Street
Port Angeles, WA 98362

Phone Nº: 360-670-4363

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 1st day of July 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

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

CONTRACTOR

Susan L Hillgren

Susan Hillgren, Director

Print name: Susan Hillgren

Title: Director

Date: May 25, 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

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

Originals: BOCC
Vendor
Initiating Department

Copies: 5

SCOPE OF WORK

The **Steps To The Stars** capital projects are needed for safety and to improve living conditions for clients in the STAR House clean and sober transitional housing program. A new roof for the small house will extend the longevity of the 80-year old living space as well as provide some insulation. The weathered exterior staircase and small balcony at the main entrance to the larger group living quarters will be replacement for ongoing client safety.

The funding for this contract covers:

- Replace the roof for the small house for fiscal year 2021-2022
- Replace staircase and balcony entrance for fiscal year 2022-2023

Maximum consideration for this contract is **$11,410.00**.

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

BUDGET/FEE SCHEDULE

July 1, 2021 – June 30, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Roof	$1,410.00
TOTAL	**$1,410.00**

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Staircase and balcony	$10,000.00
TOTAL	**$10,000.00**

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

Funding will be provided during two separate funding periods as documented below. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.

REPORTING:
Quarterly reporting is required per section 1. **REPORTING** in Attachment D - Special Terms and Conditions.

HMIS:
Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.

MONITORING:
Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

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

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of eleven thousand four hundred ten DOLLARS ($11,410.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

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

OR

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

Name/Position ***Hourly Rate***

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

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

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

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

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

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

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

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

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

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

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

13. Defense and Indemnity Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

20. Disputes:

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

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

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

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

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

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

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

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

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

Name: Jennifer Oppelt

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2431

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

Fax: 360-452-9605

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

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

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

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

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

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

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

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

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

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

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

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Progress reports shall include, at a minimum, the following: A short narrative summarizing project progress will be submitted.

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 within 30 days of due date. Reports are due **October 31, 2021; January 31, 2022; April 30, 2022; July 31, 2022; October 31, 2022; January 31, 2023; April 30, 2023** and **July 31, 2023.**

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

☒ COMMERCIAL GENERAL LIABILITY:		
Bodily injury, including death	$1,000,000	per occurrence
	$2,000,000	aggregate
Property damage	$1,000,000	per occurrence
	$2,000,000	aggregate
☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$2,000,000	per occurrence
☒ WORKERS COMPENSATION:	Statutory amount	

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

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

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

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

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

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

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

☐ 4. Other (specify):.

29

AGENDA ITEM SUMMARY

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

6/29/21

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/29/2021

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

Item summary:

☐ Call for Hearing
☐ **Resolution**
☐ **Draft Ordinance**
☒ Contract/Agreement/MOU - Contract #11322-21-NORVHN
☐ **Proclamation**
☐ **Final Ordinance**
☐ **Budget Item**
☐ **Other**

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and North Olympic Regional Veteran's Housing Network. The Sarge's Place program will provide a full-time Case Manager. The case manager works with clients daily, assessing their needs, aiding with medical/mental health/dental appointments as well as connecting Veterans to community resources as required by their specific needs. This contract is effective July 1, 2021 through June 30, 2023 in the amount of $81,618.00.

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

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 6/25/21

PERSONAL SERVICES AGREEMENT

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

Name: North Olympic Regional Veteran's Housing Network
Address: 250 Ash Ave
Forks, WA 98331
Phone Nº: 360-374-5252

(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 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

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

CONTRACTOR

Cheri Tinker, Executive Director

Print name: Cheri Tinker

Title: Executive Director

Date: 5/28/2021, 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

This contract provides funding for **Sarge's Place** full-time Case Manager. The case manager works with clients daily, assessing their needs, aiding with medical/mental health/dental appointments as well as connecting Veterans to community resources as required by their specific needs. The case manager also aids Veterans within Clallam County with referrals and connectivity to help prevent them from becoming homeless.

The funding for this contract covers:

- Salary for one case manager for fiscal years 2021-2022 and 2022-2023

Maximum consideration for this contract is **$81,618.00**.

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

BUDGET/FEE SCHEDULE

July 1, 2021 – June 30, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Case Manager – Jennifer Pelikan	$40,809.00
TOTAL	**$40,809.00**

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Case Manager – Jennifer Pelikan	$40,809.00
TOTAL	**$40,809.00**

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

Funding will be provided during two separate funding periods as documented below. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.

REPORTING:
Quarterly reporting is required per section 1. **REPORTING** in Attachment D - Special Terms and Conditions.

HMIS:
Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.

MONITORING:

Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

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

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of eighty one thousand six hundred eighteen DOLLARS ($81,618.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

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

OR

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

Name/Position ***Hourly Rate***

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

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

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

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

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

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

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

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

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

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

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

13. Defense and Indemnity Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

20. Disputes:

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

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

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

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

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

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

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

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

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

Name: Jennifer Oppelt

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2431

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

Fax: 360-452-9605

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

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

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

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

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

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

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

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

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

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

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

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Progress reports shall include, at a minimum, the following: A short narrative summarizing project progress will be submitted.

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 within 30 days of due date. Reports are due **October 31, 2021; January 31, 2022; April 30, 2022; July 31, 2022; October 31, 2022; January 31, 2023; April 30, 2023** and **July 31, 2023.**

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

☒ COMMERCIAL GENERAL LIABILITY:		
Bodily injury, including death	$1,000,000	per occurrence
	$2,000,000	aggregate
Property damage	$1,000,000	per occurrence
	$2,000,000	aggregate
☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$2,000,000	per occurrence
☒ WORKERS COMPENSATION:	Statutory amount	

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

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

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

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

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

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

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

☐ 4. Other (specify):.

2h

6/29/24

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/29/2021

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

Item summary:

☐ Call for Hearing
☐ **Resolution**
☐ **Draft Ordinance**
☒ Contract/Agreement/MOU - Contract #11324-21-NORVHN
☐ **Proclamation**
☐ **Final Ordinance**
☐ **Budget Item**
☐ **Other**

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and North Olympic Regional Veteran's Housing Network. The Sarge's Place Utilities and Capitol Funding for Sequim Homeless Veteran's House project is to aid with the water, garbage removal, and power bills associated with Sarge's Place shelter and Camp Sol Duc permanent supportive housing project. Both the shelter and the housing project do not charge their low income residents for the utilities. This funding will also aid in the development of a 7 bedroom home in Sequim for homeless veterans. This contract is effective July 1, 2021 through June 30, 2023 in the amount of $42,000.00.

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

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 6/23/21

Contract #11324-21-NORVHN

PERSONAL SERVICES AGREEMENT

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

Name: North Olympic Regional Veteran's Housing Network
Address: 250 Ash Ave
Forks, WA 98331
Phone Nº: 360-374-5252

(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 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

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

CONTRACTOR

Cheri Tinker, Executive Director

Print name: Cheri Tinker

Title: Executive Director

Date: 5/28/2021, 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The funding for **Sarge's Place Utilities and Capitol Funding for Sequim Homeless Veteran's House** project is to aid with the water, garbage removal, and power bills associated with Sarge's Place shelter and Camp Sol Duc permanent supportive housing project. Both the shelter and the housing project do not charge their low income residents for the utilities. This funding will also aid in the development of a 7 bedroom home in Sequim for homeless veterans.

The funding for this contract covers:

- Utilities for Sarge's Place shelter and Camp Sol Duc permanent supportive housing project for fiscal years 2021-2022 and 2022-2023
- Development cost for a 7 bedroom home to be located in Sequim for homeless veterans for fiscal year 2022-2023. This funding would help to secure State of Washington Department of Commerce Housing Trust Fund application in 2023. Development cost may include purchasing of land, hooks ups for sewer, water, and electrical, an environmental review, closing recording costs, and site work (like foundation, parking, gravel, and permitting)

Maximum consideration for this contract is **$42,000.00**

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

BUDGET/FEE SCHEDULE

July 1, 2021 – June 30, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Utilities	$11,000.00
TOTAL	**$11,000.00**

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Utilities	$11,000
Development Cost	$20,000
TOTAL	**$31,000.00**

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

Funding will be provided during two separate funding periods as documented below. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.

REPORTING:
Quarterly reporting is required per section 1. **REPORTING** in Attachment D - Special Terms and Conditions.

HMIS:
Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.

MONITORING:
Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

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

COMPENSATION

1. ☒a. **FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of forty two thousand DOLLARS ($42,000.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

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

OR

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

Name/Position ***Hourly Rate***

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

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

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

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

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

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

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

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

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

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

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

13. Defense and Indemnity Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

20. Disputes:

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

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

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

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

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

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

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

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

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

Name: Jennifer Oppelt

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2431

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

Fax: 360-452-9605

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

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

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

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

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

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

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

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

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

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

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

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Progress reports shall include, at a minimum, the following: A short narrative summarizing project progress will be submitted.

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 within 30 days of due date. Reports are due **October 31, 2021; January 31, 2022; April 30, 2022; July 31, 2022; October 31, 2022; January 31, 2023; April 30, 2023** and **July 31, 2023.**

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

☒ COMMERCIAL GENERAL LIABILITY:		
Bodily injury, including death	$1,000,000	per occurrence
	$2,000,000	aggregate
Property damage	$1,000,000	per occurrence
	$2,000,000	aggregate
☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$2,000,000	per occurrence
☒ WORKERS COMPENSATION:	Statutory amount	

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

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

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

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

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

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

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

☐ 4. Other (specify):.

AGENDA ITEM SUMMARY

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

2i
6/29/21

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/29/2021

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

Item summary:

☐ Call for Hearing
☐ **Resolution**
☐ **Draft Ordinance**
☒ Contract/Agreement/MOU - Contract #11322-21-SHSO
☐ **Proclamation**
☐ **Final Ordinance**
☐ **Budget Item**
☐ **Other**

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Serenity House of Clallam County. This funding will support 8 aides for the shelter, ensuring 3 people for each shift to maintain the security and safety of staff and clients. These aides provide the necessary cleaning to prevent the spread of disease, laundry services, take temperatures before each meal, transportation to appointments, minor repairs, monitor restrooms, and work with the contracted security service to resolve community disturbances. This contract is effective July 1, 2021 through June 30, 2023 in the amount of $549,120.00.

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

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 6/23/21

PERSONAL SERVICES AGREEMENT

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

Name: Serenity House of Clallam County
Address: 2203 W. 18th Street
Port Angeles, WA 98363
Phone Nº: 360-452-7973

(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 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

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

CONTRACTOR

Sharon E Maggard
Sharon E. Maggard, Executive Director

Print name: Sharon Maggard

Title: Executive Director

Date: June 11, 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The **Shelter Funding for Shelter Aide Staff Supporting 24x7 Operations** program is working in local COVID response. Serenity House was requested to provide a shelter-in-place option for the homeless. This model included 24x7 operations, providing three meals per day and additional security. Pre-COVID shelter operations were 12 hours per day serving one meal. The shelter-in-place model has been extremely successful as wraparound services in coordination with partnering agencies can be provided. This funding will support 8 aides for the shelter, ensuring 3 people for each shift to maintain the security and safety of staff and clients. These aides provide the necessary cleaning to prevent the spread of disease, laundry services, take temperatures before each meal, transportation to appointments, minor repairs, monitor restrooms, and work with the contracted security service to resolve community disturbances. Serenity House initially paid for these employees through a PPP loan and has received emergency funds to cover some operations. This funding will keep the shelter-in-place model which has benefited the community and the clients. This funding is for wages only. Taxes and health insurance benefits are 33% of the requested amount and will be paid for by Serenity House.

The funding for this contract covers:

- Shelter Aides Days – Four full time positions for fiscal years 2021-2022 and 2022-2023
- Shelter Aides Nights – Four full time positions for fiscal years 2021-2022 and 2022-2023

Maximum consideration for this contract is **$549,120**.

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

BUDGET/FEE SCHEDULE

July 1, 2021 – June 30, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Shelter Aides Days (4 FTE)	$133,120.00
Shelter Aides Nights (4 FTE)	$141,440.00
TOTAL	**$274,560.00**

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Shelter Aides Days (4 FTE)	$133,120.00
Shelter Aides Nights (4 FTE)	$141,440.00
TOTAL	**$274,560.00**

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

Funding will be provided during two separate funding periods as documented below. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.

REPORTING:
Quarterly reporting is required per section 1. **REPORTING** in Attachment D - Special Terms and Conditions.

HMIS:
Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.

MONITORING:
Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

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

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of five hundred forty nine thousand one hundred twenty DOLLARS ($549,120.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify)

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

OR

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

Name/Position ***Hourly Rate***

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

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

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

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

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

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

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

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

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

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

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

13. Defense and Indemnity Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

20. Disputes:

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

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

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

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

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

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

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

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

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

Name: Jennifer Oppelt

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2431

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

Fax: 360-452-9605

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

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

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

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

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

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

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

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

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

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

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

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Progress reports shall include, at a minimum, the following: A short narrative summarizing project progress will be submitted.

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 within 30 days of due date. Reports are due **October 31, 2021; January 31, 2022; April 30, 2022; July 31, 2022; October 31, 2022; January 31, 2023; April 30, 2023** and **July 31, 2023.**

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

☒ COMMERCIAL GENERAL LIABILITY:		
Bodily injury, including death	$1,000,000	per occurrence
	$2,000,000	aggregate
Property damage	$1,000,000	per occurrence
	$2,000,000	aggregate
☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$2,000,000	per occurrence
☒ WORKERS COMPENSATION:	Statutory amount	

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

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

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

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

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

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

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

☐ 4. Other (specify):.

2j
6/29/21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/29/2021

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

Item summary:

☐ Call for Hearing
☐ **Resolution**
☐ **Draft Ordinance**
☒ Contract/Agreement/MOU - Contract #11322-21-SHCM
☐ **Proclamation**
☐ **Final Ordinance**
☐ **Budget Item**
☐ **Other**

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Serenity House of Clallam County. The Family Shelter case manager works with families during their approximate 45-70 day stay in the program to secure permanent housing. The case manager also assists families with access to employment resources, health services and any other areas to help stabilize the family for long term housing. This contract is effective July 1, 2021 through June 30, 2023 in the amount of $84,000.00.

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

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 6/23/21

PERSONAL SERVICES AGREEMENT

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

Name: Serenity House of Clallam County
Address: 2203 W. 18th Street
Port Angeles, WA 98363
Phone Nº: 360-452-7973

(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 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

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

CONTRACTOR

Sharon E Maggard

Sharon E. Maggard, Executive Director

Print name: Sharon Maggard

Title: Executive Director

Date: June 11, 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The **Family Shelter Case Management** program at Serenity House is a critical component of the emergency shelter system. It provides four 2-3 bedroom apartment units to remove families from tents, cars, or the streets. Serenity House provides funds for rent, utilities and maintenance at this site. These units occupy part of the family housing complex, and were converted to shelter in 2016 in response to community need. The case manager works with families during their approximate 45-70 day stay in the program to secure permanent housing. The case manager also assists families with access to employment resources, health services and any other areas to help stabilize the family for long term housing. This funding will be used to cover the salary of the family shelter case manager. The cost of taxes and benefits for this position will be paid for by Serenity House through matching funds.

The funding for this contract covers:

- Family shelter case manager position for fiscal years 2021-2022 and 2022-2023.

Maximum consideration for this contract is **$84,000.00**

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

BUDGET/FEE SCHEDULE

July 1, 2021 – June 30, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Family Shelter Case Manager	$42,000.00
TOTAL	**$42,000.00**

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Family Shelter Case Manager	$42,000.00
TOTAL	**$42,000.00**

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

Funding will be provided during two separate funding periods as documented below. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.

REPORTING:
Quarterly reporting is required per section 1. **REPORTING** in Attachment D - Special Terms and Conditions.

HMIS:

Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.

MONITORING:
Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

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

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of eighty four thousand DOLLARS ($84,000) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

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

OR

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

Name/Position ***Hourly Rate***

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

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

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

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

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

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

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

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

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

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

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

13. Defense and Indemnity Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

20. Disputes:

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

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

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

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

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

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

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

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

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

Name: Jennifer Oppelt

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2431

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

Fax: 360-452-9605

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

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

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

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

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

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

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

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

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

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

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

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Progress reports shall include, at a minimum, the following: A short narrative summarizing project progress will be submitted.

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 within 30 days of due date. Reports are due **October 31, 2021; January 31, 2022; April 30, 2022; July 31, 2022; October 31, 2022; January 31, 2023; April 30, 2023** and **July 31, 2023.**

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

☒ COMMERCIAL GENERAL LIABILITY:		
Bodily injury, including death	$1,000,000	per occurrence
	$2,000,000	aggregate
Property damage	$1,000,000	per occurrence
	$2,000,000	aggregate
☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$2,000,000	per occurrence
☒ WORKERS COMPENSATION:	Statutory amount	

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

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

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

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

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

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

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

☐ 4. Other (specify):.

2K

6/29/21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/29/2021

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

Item summary:

☐ Call for Hearing
☐ **Resolution**
☐ **Draft Ordinance**
☒ Contract/Agreement/MOU - Contract #11322-21-HFCC
☐ **Proclamation**
☐ **Final Ordinance**
☐ **Budget Item**
☐ **Other**

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Healthy Families of Clallam County. The Safely Home Project will provide support services to victims/survivors of domestic and/or sexual violence who are homeless or at risk of homelessness in order to prevent homelessness and/or streamline acquiring safe affordable housing. These servicesl include therapy, short-term financial assistance such as rental/utility assistance; funding for basic needs including food, clothing, necessary supplies for school and/or work; funding to remove barriers to housing including cost of birth certificates, ID's, debt reduction, deposits. This contract is effective July 1, 2021 through June 30, 2023 in the amount of $125,307.00.

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

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 6/23/21

Contract #11322-21-HFCC

PERSONAL SERVICES AGREEMENT

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

Name: Healthy Families of Clallam County
Address: 1210 E. Front Street Suite C
Port Angeles, WA 98362
Phone Nº: 360-452-3811

(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 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

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

CONTRACTOR

Rebecca Korby

Rebecca Korby, Executive Director

Print name: Rebecca Korby

Title: Executive Director

Date: 5/26/, 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The **Safely Home Project** is designed to provide support services, at no charge, to victims/survivors of domestic and/or sexual violence who are homeless or at risk of homelessness in order to prevent homelessness and/or streamline acquiring safe affordable housing. These support services will include therapy, short-term financial assistance such as rental/utility assistance; funding for basic needs including food, clothing, necessary supplies for school and/or work; funding to remove barriers to housing including cost of birth certificates, ID's, debt reduction, deposits.

The funding for this contract covers:

- Therapist position for fiscal years 2021-2022 and 2022-2023
- Advocate position for fiscal years 2021-2022 and 2022-2023
- Benefits for these positions
- Indirect will be charged at a maximum of 10% based on salaries
- Rental/Utility Assistance for fiscal years 2021-2022 and 2022-2023
- Basic Needs Assistance (clothing, food, school/work, etc) for fiscal years 2021-2022 and 2022-2023
- Birth certificates, ID's, debt reduction, deposits for fiscal years 2021-2022 and 2022-2023

Maximum consideration for this contract is **$125,307.00.**

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

BUDGET/FEE SCHEDULE

July 1, 2021 – June 30, 2022

SERVICE	Rate	MAXIMUM REIMBURSED BY COUNTY
Therapist	$100/hr	$8,500.00
Advocate	-	$16,380.00
Benefits	-	$4,813.00
Indirect on Salaries	10%	$2,488.00
Rental Assistance	-	$17,000.00
Utility Assistance	-	$5,373.00
Basic Needs (clothing,food,school/work supplies, etc)	-	$3,790.00
Birth Certs,ID's, Debt reduction, deposits	-	$3,364.00
TOTAL		**$61,708.00**

July 1, 2022 – June 30, 2023

SERVICE	Rate	MAXIMUM REIMBURSED BY COUNTY
Therapist	$100/hr	$8,500.00
Advocate	-	$17,290.00
Benefits	-	$5,076.00
Indirect on Salaries	10%	$2,579.00
Rental Assistance	-	$17,000.00
Utility Assistance	-	$5,000.00
Basic Needs (clothing,food,school/work	-	$4,790.00

supplies, etc)		
Birth Certs,ID's, Debt reduction, deposits	-	$3,364.00
TOTAL		**$63,599.00**

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

Funding will be provided during two separate funding periods as documented below. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.

REPORTING:
Quarterly reporting is required per section 1. **REPORTING** in Attachment D - Special Terms and Conditions.

HMIS:
Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.

MONITORING:
Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

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

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of One hundred twenty five thousand three hundred seven DOLLARS ($125,307.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify)

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

OR

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

Name/Position ***Hourly Rate***

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

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

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

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

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

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

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

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

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

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

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

13. Defense and Indemnity Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

20. Disputes:

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

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

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

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

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

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

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

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

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

Name: Jennifer Oppelt

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2431

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

Fax: 360-452-9605

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

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

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

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

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

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

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

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

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

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

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

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Progress reports shall include, at a minimum, the following: A short narrative summarizing project progress will be submitted.

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 within 30 days of due date. Reports are due **October 31, 2021; January 31, 2022; April 30, 2022; July 31, 2022; October 31, 2022; January 31, 2023; April 30, 2023** and **July 31, 2023.**

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

☒ COMMERCIAL GENERAL LIABILITY:

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

☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail) $2,000,000 per occurrence

☒ WORKERS COMPENSATION: Statutory amount

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

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

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

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

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

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

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

☐ 4. Other (specify):.

2L

6/29/21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/29/2021

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☐ **Resolution**
☐ **Draft Ordinance**
☒ Contract/Agreement/MOU - Contract #11324-21-HFCC
☐ **Proclamation**
☐ **Final Ordinance**
☐ **Budget Item**
☐ **Other**

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Healthy Families of Clallam County. The Healthy Families Emergency Housing program will provide 65% of the cost of 7 emergency housing (shelter) master leased apartment units. These apartments will be used to provide emergency housing to victims of domestic/sexual violence, women, children and men. This program comes with trained skilled staff for support and therapeutic services. This program is supported with trauma-informed care, cultural compassion, harm reduction philosophy and low barriers. This contract is effective July 1, 2021 through June 30, 2023 in the amount of $71,214.00.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Funds are in HHS budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 6/23/21

Contract #11324-21-HFCC

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Healthy Families of Clallam County
Address: 1210 E. Front Street Suite C
Port Angeles, WA 98362
Phone Nº: 360-452-3811

(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 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2021.

CONTRACTOR

Rebecca Korby

Rebecca Korby, Executive Director

Print name: Rebecca Korby

Title: Executive Director

Date: 5/26/, 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The funding for the **Healthy Families Emergency Housing** program will provide 65% of the cost of 7 emergency housing (shelter) master leased apartment units. The remaining percentage of funding for this program is provided by the Department of Social and Health Services. These apartments will be used to provide emergency housing to victims of domestic/sexual violence, women, children and men. This program comes with trained skilled staff for support and therapeutic services funded through other sources. This program is supported with trauma-informed care, cultural compassion, harm reduction philosophy and low barriers.

The funding for this contract covers:

- 7 emergency housing rental units at $4,565.00 per month x 12 months = $54,780. $54,780 a year x 65% = $35,607 for fiscal years 2021-2022 and 2022-2023.

Maximum consideration for this contract is **$71,214.00**.

All monthly billings will be submitted on the county provided invoice and accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE

July 1, 2021 – June 30, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Rent for emergency housing apartments	$35,607.00
TOTAL	**$35,607.00**

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Rent for emergency housing apartments	$35,607.00
TOTAL	**$35,607.00**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings (if applicable).

Funding will be provided during two separate funding periods as documented below. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.

REPORTING:
Quarterly reporting is required per section 1. **REPORTING** in Attachment D - Special Terms and Conditions.

HMIS:

Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.

MONITORING:
Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

CRIMINAL HISTORY BACKGROUND CHECK:
All employees and volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check. RCW 43.43 and WCA 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of seventy one thousand two hundred fourteen DOLLARS ($71,214.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position ***Hourly Rate***

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐quarterly; ☐semi-annually;
☐ annually; ☐at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS ($) for the completed work set forth in Attachment "A."

2. AND

☒**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

   In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

   Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

(a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

(b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement.

(a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Jennifer Oppelt

Title: Behavioral Health and Homelessness Program Coordinator

Address: 111 E 3rd St Port Angeles, WA 98362

Telephone: 360-417-2431

E-mail: joppelt@co.clallam.wa.us

Fax: 360-452-9605

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☒ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following: A short narrative summarizing project progress will be submitted.

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 within 30 days of due date. Reports are due **October 31, 2021; January 31, 2022; April 30, 2022; July 31, 2022; October 31, 2022; January 31, 2023; April 30, 2023** and **July 31, 2023.**

☒ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ COMMERCIAL GENERAL LIABILITY:		
Bodily injury, including death	$1,000,000	per occurrence
	$2,000,000	aggregate
Property damage	$1,000,000	per occurrence
	$2,000,000	aggregate
☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$2,000,000	per occurrence
☒ WORKERS COMPENSATION:	Statutory amount	

☐	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
	Bodily injury, liability, including death	$	per occurrence
		$	aggregate
	Property damage liability	$	per occurrence
		$	aggregate
☒	BUSINESS AUTOMOBILE LIABILITY:	$1,000,000	per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

2m
6/29/21

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/29/2021

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☐ **Resolution**
☐ **Draft Ordinance**
☒ Contract/Agreement/MOU - Contract #11322-21-BGCOP
☐ **Proclamation**
☐ **Final Ordinance**
☐ **Budget Item**
☐ **Other**

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Boys and Girls Clubs of the Olympic Peninsula. The Life Skills Training & Evening Programming for Youth Experiencing or At Risk of Homelessness program will provide a weekly Life Skills program for teens that will focus on the needs of youth at risk of, or experiencing homelessness, and it will increase the Teen Center hours of operation to include evenings, a critical part of the day for such youth. This contract is effective July 1, 2021 through June 30, 2023 in the amount of $82,530.00.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Funds are in HHS budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 6/23/21

Contract #11322-21-BGCOP

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Boys & Girls Clubs of the Olympic Peninsula
Address: 400 W. Fir Street
Sequim, WA 98382
Phone Nº: 360-683-8095

(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 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 8th day of June 2021.

CONTRACTOR

Mary Budke

Mary Budke, Chief Executive Officer

Print name: MARY BUDKE

Title: CEO

Date: 6-8-21, 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

Contractor's **Life Skills Training & Evening Programming for Youth Experiencing or At Risk of Homelessness** project is centered in the Walter Schubert Teen Center of the new Turner Unit of the Boys & Girls Clubs of the Olympic Peninsula, which is located in a public housing neighborhood in Port Angeles. The project has two aims. First, creation of a weekly Life Skills program for teens that will focus on the needs of youth at risk of, or experiencing homelessness. Second, increasing the Teen Center hours of operation to include evenings, a critical part of the day for such youth. This work will also build capacity for, and expand relationships with other regional organizations serving homeless youth and families. The project is to pursue the following impacts:

- Prevent homelessness/part of a homeless crisis response system.
- Ensure access to and remove barriers from appropriate services/Youth Peer Network.
- Provision of employment skills/vocational assessment.
- Academic dropout prevention.
- Self-esteem building/cultivating resilience.
- Life skills training (income management, medication management and job training).

The funding for this contract covers:

- Teen Center Evening Coordinator position for 4 evenings per week for 50 weeks for County fiscal year 2021-2022. This position increases to 5 evenings per week for 50 weeks for the fiscal year 2022-2023.
- Indirect will be charged at a maximum of 10% based on salaries.
- Life Skills Program material and supplies (i.e. sewing kits, notebooks, etc.) for 15 teens for 35 sessions for fiscal years 2021-2022 and 2022-2023.
- Meals/Snacks for a minimum of 15 teens 4 evenings per week for 50 weeks for fiscal year 2021-2022. Increasing to 5 evenings per week for 50 weeks for the fiscal year 2022-2023.

Maximum consideration for this contract is **$82,530.00**.

All monthly billings will be submitted on the County provided invoice and accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE

July 1, 2021 – June 30, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Teen Center Eve. Coordinator	$11,700.00
Indirect	$1,170.00
Life Skill Program materials and supplies	$2,625.00
Meals/Snacks	$21,000.00
TOTAL	**$36,495.00**

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Teen Center Eve. Coordinator	$15,600.00
Indirect	$1,560.00
Life Skill Program materials and supplies	$2,625.00
Meals/Snacks	$26,250.00
TOTAL	**$46,035.00**

Backup requires ID # or tracking that will enable the County to match records to billings when County is onsite for monitoring visit(s). All project youth personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings (if applicable).

Funding will be provided during two separate funding periods as documented below. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the County Project Manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.

REPORTING:
Quarterly reporting is required per section 1. **REPORTING** in Attachment D - Special Terms and Conditions.

HMIS:
Contractor is required to enter project youth data into the Department of Commerce Homeless Management Information System (HMIS) for project youth contact according to current guidelines.

MONITORING:
Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all non-excluded records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

CRIMINAL HISTORY BACKGROUND CHECK:
All employees and volunteers who have unsupervised access to project youth are required to have a background check. RCW 43.43 and WCA 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of eighty two thousand five hundred thirty DOLLARS ($82,530.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position ***Hourly Rate***

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐quarterly; ☐semi-annually;
☐ annually; ☐at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS ($) for the completed work set forth in Attachment "A."

2. AND

☒**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business and serves clients other than the County. Contractor will report all income and expenditures under this contract as required by the Internal Revenue Service and the State of Washington Department of Revenue.

   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 except for actual work performed. 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, except that Contractor shall be entitled to payment for work performed.

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) 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. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally

awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

19. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence in each case, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

20. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

21. 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: Jennifer Oppelt

Title: Behavioral Health and Homelessness Program Coordinator

Address: 111 E 3rd St Port Angeles, WA 98362

Telephone: 360-417-2431

E-mail: joppelt@co.clallam.wa.us

Fax: 360-452-9605

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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).

30. 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.

31. 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.

32. 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.

33. 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.

34. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties.

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☒ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following: A short narrative summarizing project progress will be submitted.

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 within 30 days of due date. Reports are due **October 31, 2021; January 31, 2022; April 30, 2022; July 31, 2022; October 31, 2022; January 31, 2023; April 30, 2023** and **July 31, 2023.**

☒ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒	COMMERCIAL GENERAL LIABILITY:		
	Bodily injury, including death	$1,000,000	per occurrence
		$2,000,000	aggregate
	Property damage	$1,000,000	per occurrence
		$2,000,000	aggregate
☒	ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$2,000,000	per occurrence
☒	WORKERS COMPENSATION:	Statutory amount	

☐	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
	Bodily injury, liability, including death	$	per occurrence
		$	aggregate
	Property damage liability	$	per occurrence
		$	aggregate
☒	BUSINESS AUTOMOBILE LIABILITY:	$1,000,000	per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Contractor 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 Contractor to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

JN
6/24/21

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/29/2021

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing	☒ Contract/Agreement/MOU - Contract #11322-21-OlyCAP	
☐ **Resolution**	☐ **Proclamation**	☐ **Budget Item**
☐ **Draft Ordinance**	☐ **Final Ordinance**	☐ **Other**

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Olympic Community Action Program (OlyCAP). The Sequim Warming Center is open in extreme weather for families and individuals to have a place where they can get out of the weather, get a warm drink and food, and to provide a link to services that these individuals might not otherwise be able to access. This contract is effective July 1, 2021 through June 30, 2023 in the amount of $26,000.00.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Funds are in HHS budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 6/23/21

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Olympic Community Action Program (OlyCAP)

Address: 823 Commerce Loop
Port Townsend, WA 98368

Phone Nº: 360-385-2571 ext. 6316

(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 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2021.

CONTRACTOR

Cherish Cronmiller 2021.06.21 T11:03:06-07:00

Kathy Morgan, Director of Housing and Community Development

Print name: Cherish L. Cronmiller

Title: Executive Director, OlyCAP

Date: June 21, 2021

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

SCOPE OF WORK

The **Sequim Warming Center** is open in extreme weather for families and individuals to have a place where they can get out of the weather, get a warm drink and food, and to provide a link to services that these individuals might not otherwise be able to access. The warming center is open from 9pm – 7am when the projected temperature is below 35 degrees.

The funding for this contract covers:

- Salaries for part time Shelter Manager and Shelter Monitors for fiscal years 2021-2022 and 2022-2023
- Benefits for salaries for fiscal years 2021-2022 and 2022-2023
- Indirect will be charged at a maximum of 10% based on salaries
- Utilities for fiscal years 2021-2022 and 2022-2023

Maximum consideration for this contract is **$26,000.00**.

All monthly billings will be submitted on the county provided invoice and accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE

July 1, 2021 – June 30, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Salaries	$8,000.00
Benefits	$2,825.00
Indirect on Salaries	$800.00
Utilities	$1,375.00
TOTAL	**$13,000.00**

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Salaries	$8,000.00
Benefits	$2,825.00
Indirect on Salaries	$800.00
Utilities	$1,375.00
TOTAL	**$13,000.00**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings (if applicable).

Funding will be provided during two separate funding periods as documented below. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.

REPORTING:
Quarterly reporting is required per section 1. **REPORTING** in Attachment D - Special Terms and Conditions.

HMIS:
Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.

MONITORING:
Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

CRIMINAL HISTORY BACKGROUND CHECK:
All employees and volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check. RCW 43.43 and WCA 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of twenty six thousand DOLLARS ($26,000.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position ***Hourly Rate***

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐quarterly; ☐semi-annually;
☐ annually; ☐at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS ($) for the completed work set forth in Attachment "A."

2. AND

☒**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

   In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

   Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

   If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

    (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

    (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

    (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement.

    (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Jennifer Oppelt

Title: Behavioral Health and Homelessness Program Coordinator

Address: 111 E 3rd St Port Angeles, WA 98362

Telephone: 360-417-2431

E-mail: joppelt@co.clallam.wa.us

Fax:

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☒ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following: A short narrative summarizing project progress will be submitted.

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 within 30 days of due date. Reports are due **October 31, 2021; January 31, 2022; April 30, 2022; July 31, 2022; October 31, 2022; January 31, 2023; April 30, 2023** and **July 31, 2023.**

☒ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ COMMERCIAL GENERAL LIABILITY:		
Bodily injury, including death	$1,000,000	per occurrence
	$2,000,000	aggregate
Property damage	$1,000,000	per occurrence
	$2,000,000	aggregate
☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$2,000,000	per occurrence
☒ WORKERS COMPENSATION:	Statutory amount	

☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	$	per occurrence
	$	aggregate
Property damage liability	$	per occurrence
	$	aggregate

☒ BUSINESS AUTOMOBILE LIABILITY: $1,000,000 per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.

20
6/29/21

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/29/2021

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☐ **Resolution**
☐ **Draft Ordinance**
☒ Contract/Agreement/MOU - Contract #11324-21-HFH
☐ **Proclamation**
☐ **Final Ordinance**
☐ **Budget Item**
☐ **Other**

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Habitat for Humanity of Clallam County. The Maloney Heights – Raise The Roofs project is for the complete roof system for 2 homes. Maloney Heights is a 14-house affordable home ownership community in Port Angeles. In 2022 Habitat for Humanity of Clallam County will begin construction on homes 13 & 14. This contract is for the complete roof systems for the new construction of the 13 & 14 homes. This contract is effective July 1, 2021 through June 30, 2023 in the amount of $25,000.00.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Funds are in HHS budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please approve and sign.

County Official signature & print name: KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 6/23/21

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Habitat for Humanity of Clallam County
Address: 728 E. Front Street (P.O. Box 1479)
Port Angeles, WA 98362
Phone Nº: 360-460-5560

(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 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2021.

CONTRACTOR

Colleen Robinson

Colleen Robinson, CEO

Print name: Colleen Robinson

Title: CEO

Date: June 1, 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

This contract is for the **Maloney Heights – Raise The Roofs** project. Maloney Heights is a 14-house affordable home ownership community in Port Angeles. In 2022 Habitat for Humanity of Clallam County will begin construction on homes 13 & 14. This contract is for the complete roof systems for the new construction of the 13 & 14 homes.

The funding for this contract covers:

- Trusses for two roofs for fiscal year 2022-2023
- Sheeting materials for two roofs for fiscal year 2022-2023
- Roofing materials for two roofs for fiscal year 2022-2023
- Roofing labor for two roofs for fiscal year 2022-2023

Maximum consideration for this contract is **$25,000.00**.

All monthly billings will be submitted on the county provided invoice and accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE

July 1, 2021 – June 30, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
TOTAL	**$0.00**

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Trusses – house 13	$6,355.00
Trusses – house 14	$6,355.00
Sheeting – house 13	$2,500.00
Sheeting – house 14	$2,500.00
Roofing Materials – house 13	$1,996.00
Roofing Materials – house 14	$1,996.00
Roofing Labor – house 13	$1,612.00
Roofing Labor – house 14	$1,686.00
TOTAL	**$25,000.00**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings (if applicable).

Funding will be provided during two separate funding periods as documented below. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.

REPORTING:

Quarterly reporting is required per section 1. **REPORTING** in Attachment D - Special Terms and Conditions.

HMIS:
Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.

MONITORING:
Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

CRIMINAL HISTORY BACKGROUND CHECK:
All employees and volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check. RCW 43.43 and WCA 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of twenty five thousand DOLLARS ($25,000.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position ***Hourly Rate***

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐quarterly; ☐semi-annually;
☐ annually; ☐at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS ($) for the completed work set forth in Attachment "A."

2. AND

☒**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

   In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

   Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

   If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

    (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

    (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

    (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement.

    (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Jennifer Oppelt

Title: Behavioral Health and Homelessness Program Coordinator

Address: 111 E 3rd St Port Angeles, WA 98362

Telephone: 360-417-2431

E-mail: joppelt@co.clallam.wa.us

Fax: 360-452-9605

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☒ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following: A short narrative summarizing project progress will be submitted.

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 within 30 days of due date. Reports are due **October 31, 2021; January 31, 2022; April 30, 2022; July 31, 2022; October 31, 2022; January 31, 2023; April 30, 2023** and **July 31, 2023.**

☒ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒	COMMERCIAL GENERAL LIABILITY:		
	Bodily injury, including death	$1,000,000	per occurrence
		$2,000,000	aggregate
	Property damage	$1,000,000	per occurrence
		$2,000,000	aggregate
☒	ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$2,000,000	per occurrence
☒	WORKERS COMPENSATION:	Statutory amount	

☐	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
	Bodily injury, liability, including death	$	per occurrence
		$	aggregate
	Property damage liability	$	per occurrence
		$	aggregate
☒	BUSINESS AUTOMOBILE LIABILITY:	$1,000,000	per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

2P
6/29/24

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/29/2021

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☐ **Resolution**
☐ **Draft Ordinance**
☒ Contract/Agreement/MOU - Contract #11322-21-FAP
☐ **Proclamation**
☐ **Final Ordinance**
☐ **Budget Item**
☐ **Other**

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Forks Abuse Program DBA Mariposa House. The West End Hope program will provide on-site advocacy services, education around housing first, employment, financial resources, housing funds and wellness information to support recovery. It will coordinate with other providers in the area and County to meet client goals and needs. This contract is effective July 1, 2021 through June 30, 2023 in the amount of $75,828.10.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Funds are in HHS budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 6/28/21

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

AIS - 21-23(2163)MariposaHouse
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

Contract #11322-21-FAP

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT Is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Forks Abuse Program DBA Mariposa House
Address: 81 Second Ave
Forks, WA 98331
Phone Nº: 360-374-6411

(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 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2021.

CONTRACTOR

Ann Simpson, Executive Director

Print name: Ann Simpson

Title: Executive Director

Date: June 1, 2021

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The **West End Hope** program will provide on-site advocacy services with office space at the housing site. It will provide education around housing first, employment, financial resources, housing funds and wellness information to support recovery. It will coordinate with other providers in the area and County to meet client goals and needs. This program will provide one emergency shelter unit for assessment of needs, establish goals, and referrals to services to support goals. Provide employment support, substance abuse treatment encouragement and referrals, on-site UA's and referrals to appropriate shelter and housing units, financial support as available. Provide case management support to people living in 3 clean and sober housing units, employment support, case management and referrals to supportive agencies. It will provide outreach to the west end in the Forks and surrounding areas including weekly outreach in the Clallam Bay and Sekiu area.

The funding for this contract covers:

- Prevention & Housing Advocate position for fiscal years 2021-2022 and 2022-2023
- Community Education Outreach position for fiscal years 2021-2022 and 2022-2023
- Indirect will be charged at a maximum of 10% based on salaries
- Benefits for these positions
- Electric/Water for shelter and office space for fiscal year 2021-2022 and 2022-2023
- WiFi service for fiscal years 2021-2022 and 2022-2023

Maximum consideration for this contract is **$75,828.10**.

All monthly billings will be submitted on the county provided invoice and accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE

July 1, 2021 – June 30, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Prevention & Housing Advocate	$20,291.00
Community Education Outreach	$8,572.00
Indirect on salaries	$2,886.30
Benefits	$2,282.00
Electric/Water for shelter-Office Space	$2,400.00
WiFi	$480.00
TOTAL	**$36,911.30**

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Prevention & Housing Advocate	$21,562.00
Community Education Outreach	$10,176.00
Indirect on Salaries	$3,173.80
Benefits	$2,385.00
Electric/Water for Office Space	$1,200.00
WiFi	$420.00
TOTAL	**$38,916.80**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings (if applicable).

Funding will be provided during two separate funding periods as documented below. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.

REPORTING:
Quarterly reporting is required per section 1. **REPORTING** in Attachment D - Special Terms and Conditions.

HMIS:
Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.

MONITORING:
Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

CRIMINAL HISTORY BACKGROUND CHECK:
All employees and volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check. RCW 43.43 and WCA 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of Seventy five thousand eight hundred twenty eight DOLLARS and 10/100 cents ($75,828.10) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position	***Hourly Rate***

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐quarterly; ☐semi-annually;
☐ annually; ☐at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS ($) for the completed work set forth in Attachment "A."

2. AND

☒**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

   In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

   Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

(a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

(b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement.

(a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Jennifer Oppelt

Title: Behavioral Health and Homelessness Program Coordinator

Address: 111 E 3rd St Port Angeles, WA 98362

Telephone: 360-417-2431

E-mail: joppelt@co.clallam.wa.us

Fax: 360-452-9605

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☒ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following: A short narrative summarizing project progress will be submitted.

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 within 30 days of due date. Reports are due **October 31, 2021; January 31, 2022; April 30, 2022; July 31, 2022; October 31, 2022; January 31, 2023; April 30, 2023** and **July 31, 2023.**

☒ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ COMMERCIAL GENERAL LIABILITY:

Bodily injury, including death	$1,000,000	per occurrence
	$2,000,000	aggregate
Property damage	$1,000,000	per occurrence
	$2,000,000	aggregate

☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail) $2,000,000 per occurrence

☒ WORKERS COMPENSATION: Statutory amount

☐	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
	Bodily injury, liability, including death	$	per occurrence
		$	aggregate
	Property damage liability	$	per occurrence
		$	aggregate
☒	BUSINESS AUTOMOBILE LIABILITY:	$1,000,000	per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.

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6/29/21

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/29/2021

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☐ **Resolution**
☐ **Draft Ordinance**
☒ Contract/Agreement/MOU - Contract 11322-21-CC
☐ **Proclamation**
☐ **Final Ordinance**
☐ **Budget Item**
☐ **Other**

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Concerned Citizens. The A Foot Forward – SNIFF program focuses support on people who experience homelessness by making sure the housing they have remains secure. It provides support and assistance to homeless individuals and families by assisting with finding a home, getting a job, budgeting their money to sustain their home, gain life skills, and begin the climb out of homelessness. This contract is effective July 1, 2021 through June 30, 2023 in the amount of $90,000.00.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Funds are in HHS budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 6/23/21

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Concerned Citizens
Address: 945 S. Forks Ave
Forks, WA 98331
Phone Nº: 360-374-9340

(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 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2021.

CONTRACTOR

Linda Middleton

Linda Middleton, Executive Director

Print name: Linda Middleton

Title: Executive Direction

Date: 6-9-2021, 2021

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5
BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

SCOPE OF WORK

The **A Foot Forward – SNIFF** program focuses support on people who experience homelessness by making sure the housing they have remains secure. It provides support and assistance to homeless individuals and families by assisting with finding a home, getting a job, budgeting their money to sustain their home, gain life skills, and begin the climb out of homelessness.

The funding for this contract covers:

- Representative Payee position for fiscal years 2021-2022 and 2022-2023
- Payee Support position for fiscal years 2021-2022 and 2022-2023
- Advocate West End position for fiscal years 2021-2022 and 2022-2023
- Advocate Port Angeles position for fiscal years 2021-2022 and 2022-2023
- Indirect will be charged at a maximum of 10% based on salaries
- Benefits for the Representative Payee, Payee Support, Advocate West End and Advocate Port Angeles positions for fiscal years 2021-2022 and 2022-2023
- Background Clearances for Rentals for fiscal years 2021-2022 and 2022-2023
- Bus/Gas Money for House Hunting in Other Communities for fiscal years 2021-2022 and 2022-2023

Maximum consideration for this contract is **$90,000.00**.

All monthly billings will be submitted on the county provided invoice and accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE

July 1, 2021 – June 30, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Representative Payee	$12,750.00
Payee Support	$7,750.00
Advocate West End	$7,750.00
Advocate Port Angeles	$7,750.00
Indirect on Salaries	$3,600.00
Total Benefits	$3,600.00
Background Clearances for Rentals	$900.00
Transportation (Bus vouchers/Gas)	$900.00
TOTAL	**$45,000.00**

July 1, 2022 – June 30, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Representative Payee	$12,750.00
Payee Support	$7,750.00
Advocate West End	$7,750.00
Advocate Port Angeles	$7,750.00
Indirect on Salaries	$3,600.00
Total Benefits	$3,600.00

Background Clearances for Rentals	$900.00
Transportation (Bus vouchers/Gas)	$900.00
TOTAL	**$45,000.00**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings (if applicable).

Funding will be provided during two separate funding periods as documented below. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.

REPORTING:
Quarterly reporting is required per section 1. **REPORTING** in Attachment D - Special Terms and Conditions.

HMIS:
Contractors providing direct services to clients are required to enter client data into the Department of Commerce Homeless Management Information System (HMIS) for each client contact according to current guidelines.

MONITORING:
Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

CRIMINAL HISTORY BACKGROUND CHECK:
All employees and volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check. RCW 43.43 and WCA 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

COMPENSATION

1. ☒a. **FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of ninety thousand DOLLARS ($90,000.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position ***Hourly Rate***

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐quarterly; ☐semi-annually;
☐ annually; ☐at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS ($) for the completed work set forth in Attachment "A."

2. AND

☒**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

   In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

   Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

(a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

(b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement.

(a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Jennifer Oppelt

Title: Behavioral Health and Homelessness Program Coordinator

Address: 111 E 3rd St Port Angeles, WA 98362

Telephone: 360-417-2431

E-mail: joppelt@co.clallam.wa.us

Fax: 360-452-9605

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☒ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following: A short narrative summarizing project progress will be submitted.

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 within 30 days of due date. Reports are due **October 31, 2021; January 31, 2022; April 30, 2022; July 31, 2022; October 31, 2022; January 31, 2023; April 30, 2023** and **July 31, 2023.**

☒ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ COMMERCIAL GENERAL LIABILITY:		
Bodily injury, including death	$1,000,000	per occurrence
	$2,000,000	aggregate
Property damage	$1,000,000	per occurrence
	$2,000,000	aggregate
☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$2,000,000	per occurrence
☒ WORKERS COMPENSATION:	Statutory amount	

☐	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
	Bodily injury, liability, including death	$	per occurrence
		$	aggregate
	Property damage liability	$	per occurrence
		$	aggregate
☒	BUSINESS AUTOMOBILE LIABILITY:	$1,000,000	per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

41

6/29/21

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 6/29/21**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☒ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other - Notice

Documents exempt from public disclosure attached: ☐

Executive summary:
Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on June 29, 2021.
Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
Non Departmental - $3,600
Non Departmental - $7,500
Non Departmental - $5,000
Non Departmental – Hotel/Motel Tax - $107,142
Non Departmental – Hotel/Motel Tax - $107,842
BOCC Operations – $33,828
District Court II – $22,573
Parks and Facilities – REET – $48,000
Parks and Facilities - $12,532
Public Works – Clallam Bay/Sekiu Sewer -$298,000
Public Works – Clallam Bay/Sekiu Sewer - $298,000
Public Works – Clallam Bay/Sekiu Sewer - $48,000
Public Works – Clallam Bay/Sekiu Sewer Cap Replace - $298,000
Public Works – Clallam Bay/Sekiu Sewer Cap Replace - $298,000

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached Resolution - debatable emergencies.

County Official signature & print name: Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners
Relevant Departments: All Departments
Date submitted: June 9, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Budget Debatables 06-29-21
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

BUDGET RESOLUTION _____, 2021

ADOPTING BUDGET EMERGENCIES FOR THE DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, after a public hearing on June 29, 2021 the following constitute public emergencies, which could not reasonably have been foreseen at the time of budget preparation:

   Non Departmental
   - Additional funding for professional services for coordination services for the County Wide Broadband Expansion Project/$3,600
   - Additional funding for contract with CBG Communication for professional services for review and evaluation for the County Wide Broadband Expansion Project/$7,500
   - Additional funding for the new Districting Commission contract/$5,000

   Non Departmental – Hotel/Motel Tax
   - Additional funding for approved Hotel/Motel Tax Fund applications/$107,142
   - Additional funding for approved Hotel/Motel Fund "Keep the Lights on COVID" applications/$107,842

   BOCC Operations – Additional funding for salary and benefits for additional hours of BOCC Analysis positions to be reimbursed by the American Rescue Plan/$33,828

   District Court II – Additional funding for salary and benefits for appointment of new Judge and Clerk position reclassification; additional overtime for cleaning and sanitation due to COVID 19/$22,573

   Parks and Facilities – REET – Transfer of funding to the Clallam Bay/Sekiu Sewer (1of2)/$48,000

   Parks and Facilities - Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in May, 2021 expected to be reimbursed through FEMA/$12,532

   Public Works – Clallam Bay/Sekiu Sewer
   - Repayment of funds used to provide bridge working capital (1of2)/$298,000
   - Transfer of funds to provide bridge working capital (2of2)/$298,000
   - Transfer of funding from Parks and Facilities REET 1 to Clallam Bay/Sekiu Sewer (2of2)/$48,000

   Public Works – Clallam Bay/Sekiu Sewer Cap Replace
   - Repayment of funds used to provide bridge working capital (2of2)/$298,000
   - Transfer of funds to provide bridge working capital (1of2)/$298,000

2. The Budget Director has reviewed the accounting method for the debatable emergencies and approved it by numbering and initialing the attached *Budget Change Forms*.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Commissioners, in consideration of the above findings of fact:

1. The amount of money required to meet the public emergencies listed above is authorized for expenditure provided that no expenditure is made or liability incurred pursuant to the resolution under RCW 36.40.150 until a period of five days, exclusive of the date this resolution is signed, have elapsed.

2. The Treasurer is authorized and requested to make any necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this twenty-ninth day of June 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, Clerk of the Board

_____
Bill Peach

c: Budget Director, Treasurer, Affected Department

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 5/14/2021 ✓ **Budget Hearing/Meeting Date:** 6/29/2021 ✓

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.291 ✓	**Budget Name**	NonDepartmental ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	3,600
Total				3,600 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.291 ✓	NonDepartmental ✓	51420.41.0020 ✓	Professional Services	3,600
Total				3,600 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding in the amount of $3,600 is needed to cover coordination services for the County Wide Broadband Expansion Project. These services will be needed for three months until a Broadband Coordinator/Consultant can be hired.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 5/25/2021 **Budget Hearing/Meeting Date:** 6/29/2021

— **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

X **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

— **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

— **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

— **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.291	**Budget Name**	NonDepartmental

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	7,500
Total				7,500

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.291	NonDepartmental	51420.41.0020	Professional Services	7,500
Total				7,500

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding in the amount of $7,500 for our new contract with CBG Communications. CBG Communications will provide professional review and evaluation of broadband deployment scenarios for the Clallam County Broadband Team until the team has established a working structure to self-manage broadband expansion.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 5/07/2021 **Budget Hearing/Meeting Date:** 6/29/2021

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

X **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.291	**Budget Name**	NonDepartmental

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	5,000
Total				5,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.291	NonDepartmental	51420.49.0410	Districting Commission Services	5,000
Total				5,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding in the amount of $5,000 is needed for the new Districting Commission contract which totals $15,000.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

6A

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 5/20/2021 ✓ **Budget Hearing/Meeting Date:** 6/29/2021 ✓

— **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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— **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	19925.291 ✓	**Budget Name**	NonDept – Hotel/Motel Tax ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	50800.00.0000	Ending Fund Balance	107,142
Total				107,142 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0162 ✓	Forks Chamber of Commerce	40,000
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0185 ✓	Forks Timber Museum	67,142
Total				107,142 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funds for newly approved Hotel/Motel Tax Fund applications: Forks Chamber of Commerce - of $40,000 for a new website and roof; Forks Timber Museum - $67,142 for a new roof.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 5/20/2021 ✓ **Budget Hearing/Meeting Date:** 6/29/2021 ✓

— **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

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— **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	19925.291 ✓	**Budget Name**	NonDept – Hotel/Motel Tax ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	50800.00.0000	Ending Fund Balance	107,842
Total				107,842 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0230 ✓	Unanticipated Projects	107,842
Total				107,842 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funds for newly approved Hotel/Motel Tax Fund "Keep the Lights on COVID" applications: Sequim Irrigation Festival - $15,850; Lincoln Park BMX Assoc. – 5,000; Feiro Marine Life Center – $11,309; Forks Old Fashioned 4th of July Committee - $20,000; Forks Timber Museum – $17,583; Dungeness River Audubon Center - $25,000; Dungeness Crab & Seafood Festival - $13,100.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 5/20/2021 ✓ **Budget Hearing/Meeting Date:** 6/29/2021 ✓

— **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

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— **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.241 ✓	**Budget Name**	BOCC Operations ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	33,828
Total				33,828 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.241 ✓	BOCC Operations ✓	51160.10.0010 ✓	Regular Time	21,957
00100.241 ✓	BOCC Operations ✓	51160.20.0020 ✓	Benefits	11,871
Total				33,828 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding for additional hours for BOCC Analysis positions to provide analysis and grant functions originating from the BOCC. These additional hours will be reimbursed by the American Rescue Plan Act.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

RECEIVED
CLALLAM CO. FINANCE
MAY 25 2021

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 5/20/2021 **Budget Hearing/Meeting Date:** 6/29/2021

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

_X_ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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Budget Number xxxxx.xxx.	00100.881	**Budget Name**	District Court II

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	21,737
Total				22,573

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.881	District Court II	51240.10.0010	Regular Time	15,086
00100.881	District Court II	51240.10.0500	Overtime	500
00100.881	District Court II	51240.20.0020	Benefits	6987
Total				22,573

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Appointment of new Judge and associated overlapping salaries. Clerk position has been reclassified from range 43 to range 48 with salary adjustment. Additional overtime required for cleaning and sanitation due to COVID 19 as maintenance is unable to accommodate Forks.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

70

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 6/03/2021 ✓ **Budget Hearing/Meeting Date:** 6/29/2021 ✓

— **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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— **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	30101.911 ✓	**Budget Name**	Parks & Facilities - REET ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911 ✓	Parks & Facilities - REET ✓	50800.00.0000 ✓	Ending Fund Balance	48,000
Total				48,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911 ✓	Parks & Facilities - REET ✓	59735.00.0070 ✓	Transfer to Clallam Bay/Sekiu Sewer	48,000
Total				48,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Transfer of funding from Parks & Facilities REET 1 to Clallam Bay/Sekiu Sewer for an emergency repair of a failed pump at the Sekiu Pump Station based on additional costs over the initial estimate. (1 of 2)

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE
JUN 07 2021

6/07/2021

Date Submitted: June 4, 2021 **Budget Hearing/Meeting Date:** June 29, 2021 ✓

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.911. ✓	**Budget Name**	Parks & Facilities ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	$12,532
Total				$12,532 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx,	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.31.0035 ✓	Cleaning and Sanitation Supplies	$1,582
00100.911. ✓	Parks & Facilities ✓	57680.41.1030 ✓	Personnel Services	$10,950
Total				~~$11,139~~ 12,532 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To pay for additional expenses related to the Covid 19 virus event in Clallam County that were paid from the Parks and Facilities budget in 2021. This is to cover the goods and services expenditures incurred in May 2021, and are expected to be reimbursed through FEMA reimbursements.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 6/02/2021 ✓ **Budget Hearing/Meeting Date:** 6/29/2021 ✓

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	41401.611 ✓	**Budget Name**	PW – Clallam Bay-Sekiu Sewer ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41401.611 ✓	PW – Clallam Bay-Sekiu Sewer ✓	50800.00.0000 ✓	Ending Fund Balance	298,000
Total				298,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41401.611 ✓	PW – Clallam Bay-Sekiu Sewer ✓	59735.00.0022 ✓	Transfer to Clallam Bay Sekiu Capital	298,000
Total				298,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Repayment of funds used to provide bridge working capital for the Clallam Bay-Sekiu Sewer fund. (1 of 2) ✓ DURING THE DOE-FUNDED SEWER IMPROVEMENT PROJECT

County Official Approval: R Taylor

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 6/02/2021 ✓ **Budget Hearing/Meeting Date:** 6/29/2021 ✓

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

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__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	41401.611 ✓	**Budget Name**	PW – Clallam Bay-Sekiu Sewer ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41401.611 ✓	PW – Clallam Bay-Sekiu Sewer ✓	39735.00.0020 ✓	Transfer from Clallam Bay Sekiu Capital	298,000
Total				298,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41401.611 ✓	PW – Clallam Bay-Sekiu Sewer ✓	50800.00.0000 ✓	Ending Fund Balance	298,000
Total				298,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Transfer of funds to provide bridge working capital during the DOE capital improvement projects. (2 of 2) - FUNDED BY SEWER

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 6/03/2021 **Budget Hearing/Meeting Date:** 6/29/2021

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

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__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	41401.611 ✓	**Budget Name**	PW – Clallam Bay/Sekiu Sewer ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41401.611 ✓	PW – Clallam Bay/Sekiu Sewer ✓	39735.00.0070 ✓	Transfer from REET 1	48,000
Total				48,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41401.611 ✓	PW – Clallam Bay/Sekiu Sewer ✓	59430.41.7777 ✓	PW Other Services and Charges	48,000
Total				48,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Transfer of funding from Parks & Facilities REET 1 to Clallam Bay/Sekiu Sewer for an emergency repair of a failed pump at the Sekiu Pump Station based on additional costs over the initial estimate. (2 of 2)

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 6/02/2021 **Budget Hearing/Meeting Date:** 6/29/2021

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__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	41501.611 ✓	**Budget Name**	PW – Clallam Bay-Sekiu Sewer Cap Replace ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41501.611 ✓	PW – Clallam Bay-Sekiu Sewer Cap Replace ✓	39735.00.0022 ✓	Transfer from Clallam Bay Sekiu Sewer	298,000
Total				298,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41501.611 ✓	PW – Clallam Bay-Sekiu Sewer Cap Replace ✓	50800.00.0000 ✓	Ending Fund Balance	298,000
Total				298,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Repayment of funds used to provide bridge working capital for the Clallam Bay-Sekiu Sewer fund. (2 of 2) / DURING THE DOE-FUNDED SEWER IMPROVEMENT PROJECT.

County Official Approval: R Tyler

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 6/02/2021 ✓ **Budget Hearing/Meeting Date:** 6/29/2021 ✓

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Budget Number xxxxx.xxx.	41501.611 ✓	**Budget Name**	PW – Clallam Bay-Sekiu Sewer Cap Replace ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41501.611 ✓	PW – Clallam Bay-Sekiu Sewer Cap ✓ Replace	50800.00.0000 ✓	Ending Fund Balance	298,000
Total				298,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41501.611 ✓	PW – Clallam Bay-Sekiu Sewer Cap Replace ✓	59735.00.0020 ✓	Transfer to Clallam Bay Sekiu Sewer	298,000
Total				298,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Transfer of funds to provide bridge working capital during the DOE capital FUNDED SEWER improvement projects. (1 of 2)

County Official Approval: R Tyler

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

AGENDA ITEM SUMMARY

3A
6/29/21

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date: 06/21/2021**

REGULAR AGENDA ☒ **Meeting Date: 06/29/2021**

Required Originals Approved and Attached? ☒
Will Be Provided On:

Item Summary:*

☒ Call for Hearing	☐ Contract/Agreement/MOU**	Contract #
☐ Resolution	☐ Proclamation	☐ Budget Item
☐ Draft Ordinance	☐ Final Ordinance	☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, July 20, 2021 at 10:30 AM, or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider public testimony on the Mid-Year Review of the 2021 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 (subject to change due to COVID – Governor's Proclamation 20.28.4).

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 20, 2021 at 10:30 AM regarding the Mid-Year 2021 Budget Review.

County Official signature & print name: Debi Cook

Name of Employee attending meeting: Debi Cook

Relevant Departments: BOCC, Finance

Date Submitted: 6/10/2021

PUBLIC HEARING
NOTICE OF MID-YEAR 2021 BUDGET REVIEW

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, July 20, 2021 at 10:30 AM, or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider public testimony on the mid-year review of the 2021 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 (subject to change due to COVID Governor's Proclamation 20.28.4).

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233

Publish: July 4, 2021 and July 11, 2021
Bill: Board of Commissioners

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

36

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

6/29/21

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 06/29/21**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☒ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other - Notice

Documents exempt from public disclosure attached: ☐

Executive summary:
Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on June 29, 2021
Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
Non Departmental – American Rescue Plan Act – $7,500,000
Health and Human Services Environmental Health – $6,500

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached Resolution - supplemental appropriations.

County Official signature & print name: Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: June 9, 2021

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

BUDGET RESOLUTION _____, 2021

ADOPTING A SUPPLEMENTAL BUDGET FOR DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.100, in open, public meeting, after proper notice, the following facts create a need for the Supplemental Budget Appropriations listed below:

   Non Departmental – American Rescue Plan Act – Additional stimulus funding from the US Department of Treasury – American Rescue Plan Act to be obligated through December 31, 2024/$7,500,000
   Health and Human Services Environmental Health – Funding for laboratory testing and monitoring of community beaches/$6,500

2. The Budget Director has verified the accounting method for the supplemental appropriations and approved it by numbering and initialing the attached *Budget Change Forms*.

NOW, THEREFORE, THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby adopts the Supplemental Budget Appropriations for unanticipated state or federal funds shown above, and authorizes and directs the Treasurer to make the necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this twenty-ninth day of June 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, Clerk of the Board

_____
Bill Peach

c: Budget Director
Treasurer
Affected Department(s)

DRAFT

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 5/20/2021 ✓ **Budget Hearing/Meeting Date:** 6/29/2021 ✓

X ✓ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	19961.291 ✓	**Budget Name**	NonDept – American Rescue Plan Act ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291 ✓	NonDept – American Rescue Plan Act	33121.00.0000 ✓	US Treasury American Rescue Plan Act	7,500,000
Total				7,500,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291 ✓	NonDept – American Rescue Plan Act ✓	51420.49.0225 ✓	Unanticipated Services	7,500,000
Total				7,500,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional stimulus funding as a result of the US Dept. of Treasury - American Rescue Plan Act in the amount of $15 million. $7.5 Million will be received in 2021 and $7.5 million in 2022. These funds will be ~~eligible for use~~ obligated through December 31, 2024.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE
JUN 01 202

6/01/2021

Date Submitted: 5/28/21 **Budget Hearing/Meeting Date:** 6/29/21

_X_ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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Budget Number xxxxx.xxx.	00100.511 ✓	**Budget Name**	HHS Environmental Health ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS Env. Health ✓	33366.47.2000 ✓	EPA Swimming Beach Act Grant	6,500
Total				6,500 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS – Env, Health ✓	56252.31.0075 ✓	Laboratory Supplies	1,000
00100.511 ✓	HHS – Env. Health ✓	56252.41.0020 ✓	Professional Services	3,875
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	1,625
Total				6,500 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

DOH Consolidated Contract amendment #21 adds funding for laboratory testing and monitoring of community beaches.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)