



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, June 20, 2023 – 10:00 a.m.

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

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

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA ? Any Commissioner may remove items for discussion

- 1a. Approval of vouchers for the week of June 12

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 12

Approval of minutes 

- 1d. Letter of support for Natural Resources Conservation Service for the Dungeness Reservoir Project

Letter 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Lease agreement with William H. Clevenger and John A. Gray for the property located at 325 ½ West 2nd Street for the Harm Reduction Health Center

Lease Agreement

- 2b. Agreement with North Olympic Regional Veteran's Housing Network for Homelessness Funds/\$80,000

Agreement

- 2c. Agreement with North Olympic Regional Veteran's Housing Network for Homelessness Funds/\$140,000

Agreement

- 2d. Agreement with Healthy Families of Clallam County for Homelessness Funds/\$107,702.95

Agreement

- 2e. Agreement with Healthy Families of Clallam County for Homelessness Funds/\$72,720

Agreement

- 2f. Agreement with Forks Abuse Program DBA Mariposa House for Homelessness Funds/\$64,527.75

Agreement

- 2g. Agreement with Boys and Girls Club's of the Olympic Peninsula for Homelessness Funds/\$76,048

Agreement

- 2h. Agreement with Olympic Community Action Programs for Homelessness Funds/\$47,740

Agreement

- 2i. Agreement with Reflections Counseling Services Group for Homelessness Funds/\$104,500

Agreement

- 2j. Agreement with Serenity House of Clallam County for Homelessness Funds/\$46,446

Agreement

- 2k. Agreement with Serenity House of Clallam County for Homelessness Funds/\$588,202

Agreement

- 2l. Agreement with The Answer for Youth (TAFY) for Homelessness Funds/\$28,152

Agreement

- 2m. Agreement with The Answer for Youth (TAFY) for Homelessness Funds/\$56,681.30

Agreement

- 2n. Agreement with Peninsula Housing Authority for Homelessness Funds/\$25,000

Agreement 

ADMINISTRATION

3a. Resolution appointing Mindy Mady and Cindy Kelly to the Fair Advisory Board

Resolution 

PUBLIC COMMENT ? Please limit comments to three minutes

EXECUTIVE SESSION

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

The following meetings are scheduled for the Board of Commissioners June 19 - 20:

Monday, June 19:

Courthouse closed - Juneteenth Holiday

Tuesday, June 20:

7:30 a.m. Executive Session

9:00 a.m. Work Session

10:00 a.m. Board Meeting

1:30 p.m. Board of Health Meeting

Wednesday, June 21:

8:00 a.m. Coffee with Colleen

10:00 a.m. Clallam Transit Meeting

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
JUN 20 2023

Date of report: June 14, 2023

General	\$180,782.68
Other	\$817,209.59
Total	\$997,992.27

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 _____ 2023.

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

MIKE FRENCH

RANDY JOHNSON

RICH SILL (County Administrator)

Weekly Expenditures

June 12 - 16, 2023

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	Assessor	2,728.62			
00100.221	Auditor	4,205.39			
00100.241/291	Commissioners (BOCC)	1,494.50			
19910.291	BOCC - Conservation Futures		192.76		
19914.291	BOCC - Veterans Relief		2,698.43		
19961.291	BOCC - American Rescue Plan Act		2,685.55		
19991.291	BOCC - Emergency Communications		131,270.74		
00100.331-334	Dept. of Community Develop't (DCD)	9,475.16			
30301.331	DCD - Lower Dungeness Floodplain		146,068.66		
00100.871	District Court I	3,172.05			
00100.881	District Court II	15.07			
11301.511	Health & Human Services (HHS)		39,321.33		25.06
00100.511	HHS - Environmental Health	7,638.97			
00100.513	HHS - Admin	148.45			
11322.511	HHS - Homeless Task Force		31,534.99		
11323.511	HHS - Chem Dep/Mental Hlth		48,493.78		
11324.511	HHS - Affordable Housing		3,567.25		
11331.511	HHS - Developmental Disabilities		127,636.99		
00100.461	Human Resources (HR)	691.67			
50401.461	HR - Risk Management		4,836.29		
00100.411	Information Technology (IT)	13,262.89		167.20	
00100.851	Juvenile Services	10,342.07		13.54	
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		551.33		
00100.911/912	Parks Fair Facilities (PFF)	31,493.62			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		42,356.16		
30201.911	PFF - REET 2 (Real Estate Excise Tax)		202.24		
30501.911	PFF - Capital Projects		9,441.26		
00100.841-843	Prosecuting Attorney	4,254.76		56.52	
	Public Works (PW)				
10101.611	PW - Roads		137,218.44		
30401.331	PW - Dungeness Reservoir		7,500.00		
41401.611	PW - Clallam/Seki Sewer		33,505.55		
42401.611	PW - Carlsborg Sewer		12,044.20		
43401.611	PW - Bullman Beach Water System		308.39		
50301.611	PW - ER&R (Equip't Rental & Revolving)		33,424.45		
00100.811-815,817	Sheriff	14,662.93			
00100.816	Sheriff - Jail Medical	57,748.78			
11003.811	Sheriff - Boating Safety		291.62		
11008.811	Sheriff - OPNET Drug		817.98		
11065.811	Sheriff - OPSCAN Operations		1,112.33		
11080.811	Sheriff - Inmate Commissary		95.42		8.39
00100.861	Superior Court	12,878.38			
00100.891	Superior Court Clerk	2,960.74			
00100.231	Treasurer	216.18			
00100.931	WSU Extension	3,155.19			
Total		180,545.42	817,176.14	237.26	33.45

VISA Current Charges:

Statement Date:

Report Reconciliation		Totals			
Total	997,721.56	General Fund	180,782.68		
Final Check Lists	997,721.56	Non-GF	817,209.59		
Difference	-	VISA Charges	-		
		Total	997,992.27	Use Tax	270.71

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

COPY

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
6/20/2023	CHARM-TEX	0324681-IN	moliver2	153.90	13.54	153.90
6/20/2023	SAVANCE LLC	126840	tteel	1,900.00	167.20	1,900.00
6/20/2023	STERICYCLE, INC	3006484178	nfurford	284.75	25.06	284.75
6/20/2023	SWANSONS SERVICES CORP.	1725822	jkoon3	39.00	3.43	39.00
6/20/2023	SWANSONS SERVICES CORP.	1724260	jkoon3	38.42	3.38	38.42
6/20/2023	SWANSONS SERVICES CORP.	1724166	jkoon3	18.00	1.58	18.00
6/20/2023	U S BANK	WWI003287	tpavlak	514.21	45.25	514.21
6/20/2023	U S BANK	25318	tpavlak	128.11	11.27	128.11
Totals:				3,076.39	270.71	3,076.39

Bank : apbank U S BANK

[illegible]

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2,728.62+
4,205.39+
135,643.55+
3,172.05+
15.07+
155,543.82+
258,341.76+
5,527.96+
8,232.95+
13,262.89+
10,342.07+
551.33+
81,964.28+
4,254.76+
33,451.94+
7,500.00+
176,345.14+
16,980.28+
57,748.78+
2,519.74+
10,358.64+
2,960.74+
216.18+
3,155.19+
2,698.43+
997,721.56*+

0.*

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06/14/2023 8:19:48AM

Final Check List
CLALLAM COUNTY

Auditor

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0001179	PACIFIC OFFICE EQUIPMENT	1122633	5/31/2023	CONTRACT COPIER 11455-04	47.10	
			1122635	5/31/2023	CONTRACT COPIER 11730-01	41.12	
			1122632	5/31/2023	CONTRACT COPIER 10931-10	37.49	
			1122634	5/31/2023	CONTRACT COPIER 11689-01	27.83	153.54
6/20/2023	0001632	U S POSTMASTER	QBRM 197-002	6/6/2023	PRIMARY 2023 POSTAGE QBI	4,000.00	4,000.00
6/20/2023	0020849	U S BANK	4234239	5/17/2023	200 ELECTION SEALS	51.85	51.85
Sub total for U S BANK:							4,205.39

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Final Check List
CLALLAM COUNTY

BOCC

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0001179	PACIFIC OFFICE EQUIPMENT	1122638	6/7/2023	MAINTENANCE & USAGE - 91	43.04	43.04
6/20/2023	0001252	PORT ANGELES, CITY OF	E911 May 2023	6/7/2023	EMERGENCY COMMUNICATI	131,270.74	131,270.74
6/20/2023	0001615	UNITED WAY OF CLALLAM CC	United Way May	6/7/2023	PERSONNEL SUPPORT FOR	1,185.55	
			United Way May	6/7/2023	PERSONNEL SUPPORT FOR	1,000.00	
			United Way May	6/7/2023	PERSONNEL SUPPORT FOR	500.00	2,685.55
6/20/2023	0001632	U S POSTMASTER	BRM Dep 6/2023	6/7/2023	USPS BUSINESS RETURN M/	1,000.00	1,000.00
6/20/2023	0020849	U S BANK	Survey Monkey	6/7/2023	SURVEY MONKEY MEMBERS	208.51	208.51
6/20/2023	0028699	SOUND PUBLISHING INC	8103072	6/7/2023	CONSERVATION FUTURES, E	435.71	435.71
Sub total for U S BANK:							135,643.55

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Final Check List
CLALLAM COUNTY

District Court I

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0001179	PACIFIC OFFICE EQUIPMENT	1122625	5/31/2023	POE - CANON/IRA615IFZ, BLA	121.16	
			1122624	5/31/2023	POE - CANON/IR1435, BLACK	78.61	
			1122627	5/31/2023	POE - CANON/IMAGERUNNEI	46.45	
			1122626	5/31/2023	POE - CANON/IR1435, BLACK	0.25	246.47
6/20/2023	0001344	REDWOOD TOXICOLOGY LAE799502		5/31/2023	REDWOOD - MENTAL HEALTH	947.23	947.23
6/20/2023	0001509	CORDANT HEALTH SOLUTIONTC-1631005312		5/31/2023	CORDANT - RANDOM UAS, P	504.35	504.35
6/20/2023	0003410	LEMAY MOBILE SHREDDING	479600S185	6/1/2023	LEMAY SHREDDING	15.07	15.07
6/20/2023	0020849	U S BANK	USBankM2023	6/7/2023	MENTAL HEALTH - TRANSP	1,185.16	1,185.16
6/20/2023	0021386	STAPLES ADVANTAGE	3539108164	5/27/2023	STAPLES - DC1 OFFICE SUPP	41.17	41.17
6/20/2023	0026382	NEUPERT, DAVE	DC1-DN2	5/25/2023	MENTAL HEALTH COURT MO	186.30	
			DC1-DN1	4/20/2023	MENTAL HEALTH COURT TEA	46.30	232.60
Sub total for U S BANK:							3,172.05

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Final Check List
CLALLAM COUNTY

District Court II

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	6/20/2023	0003410	LEMAY MOBILE SHREDDING 4792023s185	6/20/2023	APRIL SHRED BIN TIP	15.07	15.07
Sub total for U S BANK:							15.07

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Final Check List
CLALLAM COUNTY

DCD

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0000052	ALL WEATHER HEATING & CCREF	5-10-23	6/1/2023	REFUND BPT2023-00424	100.00	100.00
6/20/2023	0000196	BILLS PLUMBING & SANIKAN	IS3660707	6/8/2023	G145 TASK 2 SANIKAN SERVI	160.00	160.00
6/20/2023	0000360	CLALLAM COUNTY ER&R	2023.155E	5/31/2023	MAY 2023 VEHICLE LEASE	1,240.00	1,240.00
6/20/2023	0000361	CLALLAM COUNTY ROAD DEF	2023.036R	5/30/2023	G146 TASK 2 PROFESSIONAL	45,437.05	45,437.05
6/20/2023	0000546	EXPRESS SERVICES, INC	29063761	5/24/2023	CE BURKHARDT 2.5 HRS 5/14	93.88	93.88
6/20/2023	0001252	PORT ANGELES, CITY OF	MAY 2023 CC D	6/6/2023	LANDFILL VOUCHERS MAY 20	184.28	184.28
6/20/2023	0001540	SWAIN'S GENERAL STORE IN	312825	5/17/2023	CE OPERATING SUPPLY	40.22	
			312217	5/4/2023	BD OPERATING SUPPLY	26.93	67.15
6/20/2023	0001641	VERIZON WIRELESS	9935721762	5/24/2023	MAY 2023 DCD CELL PHONES	529.53	529.53
6/20/2023	0018006	DM DISPOSAL INC, A WASTE	17651166S112	6/1/2023	CE PROFESSIONAL SERVICE	1,237.89	1,237.89
6/20/2023	0019737	SEQUIM MUSEUM & ARTS	RENT JUNE 8, 2	6/8/2023	G133 SITE RENTAL JUNE 8, 2	75.00	75.00
6/20/2023	0020849	U S BANK	AMZN 5-31-23	5/31/2023	ADMIN VIDEO CONFERENCE	881.63	
			AMZN 5-30-23	5/30/2023	ADMIN VIDEO CONFERENCE	451.52	
			STAPLES 5-23-2	5/23/2023	CE OFFICE FURNITURE	330.23	
			bUILDING IND 6	6/2/2023	REGISTRATION-ADMIN & BD	200.00	
			WA DEPT ECOL	5/10/2023	PLANNING DOE COASTAL WI	105.00	
			RLI INS 05-26-2	5/26/2023	NOTARY BOND INSURANCE F	90.58	
			RLI INS 5-26-23	5/26/2023	NOTARY BOND INSURANCE F	90.58	
			WA ECOLOGY 5	5/10/2023	BD REGISTRATION COASTAL	3.36	2,152.90
6/20/2023	0028699	SOUND PUBLISHING INC	8103073	5/31/2023	MAY 2023 ADVERTISING	254.38	254.38
6/20/2023	0028740	REBEKAH BROOKS CONTRA	C23-005	6/7/2023	G145 TASK 1 PRO SERVICES	300.00	300.00
6/20/2023	0036994	SHANNON & WILSON INC	138687	5/5/2023	G146 T2 TBD 2/12 TO 4/15/23	82,296.02	
			138686	5/30/2023	G146 T2 AMEND 10 4/16 TO 5	18,229.71	100,525.73
6/20/2023	0042760	COCHNAUER, TIM	COCHNAUER A	5/22/2023	G145 TASK 3 MILEAGE-FORA	98.25	98.25
6/20/2023	0046683	ODP BUSINESS SOLUTIONS	L313987096001	5/19/2023	ADMIN OPERATING SUPPLIE	80.78	80.78
6/20/2023	0048730	SHANNON WEAVER CONSUL	5-30-2023	5/30/2023	G133 PRO SERVICES APR 14	2,700.00	2,700.00
6/20/2023	0048740	ACOSTA, JOSE & MARTHA	REF 4-28-23	6/1/2023	REFUND BPT2023-370 & 371	307.00	307.00
Sub total for U S BANK:							155,543.82

HHS

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0048728	BELL, DELANE	DB Refund 5-25-	5/25/2023	ONSITE - NO SEPTIC REFUND	13.00	13.00
6/20/2023	0006131	DUNGENESS RIVER NATURE	1105	5/16/2023	ONSITE - RENTAL FEE FOR S	400.00	400.00
6/20/2023	0000700	HACH COMPANY	13575302	5/9/2023	WATER LAB - SENSION+ PH3	1,555.75	
			13573129	5/5/2023	WATER LAB - LAB SUPPLIES	345.31	
			13537159	4/11/2023	WATER LAB - LAB SUPPLIES	72.67	
			13212388 Duplic	8/24/2022	WATER LAB - LAB SUPPLIES	-248.54	1,725.19
6/20/2023	0047235	KOWAL, KATIE	KK Reimb 5-31-2	5/31/2023	ONSITE - SEPTIC 101 CLASS	40.86	40.86
6/20/2023	0046683	ODP BUSINESS SOLUTIONS	L314455024001	5/16/2023	ONSITE - OFFICE CHAIR FOR	543.99	
			314456701001	5/16/2023	ONSITE - OFFICE BOOKCASE	227.38	771.37
6/20/2023	0019712	OLYMPIC MAILING SERVICES	23-57589	5/24/2023	ONSITE - PIC NEIGHBORHOC	203.79	203.79
6/20/2023	0021192	SOILS APPLICATIONS LLC	SA Refund 5-22-	5/22/2023	ONSITE - SOILS REFUND	317.60	317.60
6/20/2023	0023815	VREELAND, ROBERT	BV BT 5-25-23	5/25/2023	FOOD - BUSINESS TRAVEL 5/	96.94	96.94
6/20/2023	0001700	WA ST DEPT OF ECOLOGY	LAU-WA-H421-2	5/22/2023	WATER LAB - LAB ACCREDIT	1,080.00	1,080.00
6/20/2023	0046683	ODP BUSINESS SOLUTIONS	L312833932001	5/13/2023	HOPS - 10 BINDERS	109.78	109.78
6/20/2023	0022148	CENTURYLINK BUSINESS SE	640986107	5/24/2023	HOPS - FORKS OFFICE 1-800	9.56	9.56
6/20/2023	0000546	EXPRESS SERVICES, INC	29023506	5/17/2023	HOPS - EXTRA HELP EMPLO	2,081.12	2,081.12
6/20/2023	0000825	JOHNSON, ANN	AJ BT 052623	5/26/2023	HOPS - BUSINESS MILEAGE	220.08	220.08
6/20/2023	0046683	ODP BUSINESS SOLUTIONS	L311873157001	5/13/2023	HOPS - 2 FILE CABINETS	598.72	
			312828754001	5/15/2023	HOPS - WIPES, NOTEBOOK, I	71.50	670.22
6/20/2023	0001508	STERICYCLE, INC	3006484178	5/22/2023	HOPS - 20 SYRINGE CONTAIN	284.75	
			3006484177	5/22/2023	HOPS - SYRINGE DISPOSAL	52.67	337.42
6/20/2023	0000365	CLALLAM COUNTY SUPERIOR	OFCCSCA 4-23	5/17/2023	CD/MH - DRUG COURT - APR	24,034.42	24,034.42
6/20/2023	0000396	CONCERNED CITIZENS	CC State 4-23	5/23/2023	DDD - STATE CONTRACT - AF	33,541.50	
			1601813	5/23/2023	DDD - STABILIZATION FUNDI	29,237.11	62,778.61
6/20/2023	0001017	MORNINGSIDE INC	MS State 4-23	5/30/2023	DDD - STATE CONTRACT - AF	21,684.00	
			S-INV104965	5/30/2023	DDD - STAVILIZATION FUNDI	9,969.63	31,653.63
6/20/2023	0017530	PIERCE JONES & ASSOCIATE	PJA State 4-23	5/24/2023	DDD - STATE CONTRACT - AF	33,204.75	33,204.75
6/20/2023	0000360	CLALLAM COUNTY ER&R	2023.156E	5/31/2023	ONSITE - MONTHLY VEHICLE	1,368.00	1,368.00
6/20/2023	0048744	DOWNS, GEORGE & ELAINE	GD Incentive 5-2	5/25/2023	ONSITE - SEPTIC SYSTEM	600.00	600.00
6/20/2023	0048745	FUDALLY, DAVID	DF Incentive 5-1	5/15/2023	ONSITE - SEPTIC SYSTEM	250.00	250.00
6/20/2023	0047235	KOWAL, KATIE	KK Reimb 2-24-2	2/24/2023	ONSITE - 2023 BEACH NATUF	97.88	97.88
6/20/2023	0000918	LINCOLN STREET STATION	LSSSC 6-1-23	6/1/2023	ONSITE - FEDEX OVERNIGHT	136.73	136.73
6/20/2023	0046683	ODP BUSINESS SOLUTIONS	L314456699001	5/17/2023	ONSITE - CHAIRMAT FOR JAN	97.91	97.91

Bank : apbank U S BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
6/20/2023	0001179	PACIFIC OFFICE EQUIPMENT	1122681	5/31/2023	ADMIN - COPIER 10272	190.89		
			1122682	5/31/2023	ADMIN - COPIER 10297	33.52		
			1122680	5/31/2023	WATER LAB - PRINTER 9310	13.38	237.79	
6/20/2023	0001641	VERIZON WIRELESS	9935721766	5/24/2023	WATER LAB - EH IPADS	30.41	30.41	
6/20/2023	0001694	WA ST BOARD OF REG SANITWSBRS JR 6-1-	WSBRS JR 6-1-	6/1/2023	ONSITE - LICENSE RENEWAL	50.00		
			WSBRS JG 6-1-	6/1/2023	ADMIN - LICENSE RENEWAL	50.00	100.00	
6/20/2023	0001179	PACIFIC OFFICE EQUIPMENT	1122686	5/31/2023	HOPS - 3RD ST 2ND FLOOR V	35.94		
			1122685	5/31/2023	HOPS - HHS DIRECTOR COPI	2.73	38.67	
6/20/2023	0046883	AL-HAKIM, ELISA	LA 05-31-23	5/31/2023	HOPS - BUSINESS TRAVEL -	147.77		
			RA 05-19-23	5/19/2023	HOPS - RITE AIDE - PLATES, C	19.36		
			LA 05-28-23	5/28/2023	HOPS - BIG LOTS - SUGAR, C	14.19	181.32	
6/20/2023	0000546	EXPRESS SERVICES, INC	29063766	5/24/2023	HOPS - EXTRA HELP EMPLOY	2,281.60	2,281.60	
6/20/2023	0000593	FORKS, CITY OF	CF 06-01-23	6/1/2023	HOPS - FORKS OFFICE UTILI	74.85	74.85	
6/20/2023	0001179	PACIFIC OFFICE EQUIPMENT	1122687	5/31/2023	HOPS - PUBLIC HEALTH COL	148.24		
			1122647	5/31/2023	HOPS - PUBLIC HEALTH COP	45.10		
			1122689	5/31/2023	HOPS - FORKS PRINTER	12.47		
			1122688	5/31/2023	HOPS - FORKS COLOR COPII	10.00	215.81	
6/20/2023	0001300	PUBLIC UTILITY DISTRICT	20704 05-25-23	5/25/2023	HOPS - FORKS OFFICE UTILI	114.15	114.15	
6/20/2023	0046988	RICHARDSON, SUMMER	SR 06-01-23	6/1/2023	HOPS - BUSINESS MILEAGE	23.06	23.06	
6/20/2023	0001767	WEST WASTE & RECYCLING	0000283593	5/31/2023	HOPS - GARBAGE COLLECTI	39.09	39.09	
6/20/2023	0033201	WESTSIDE PIZZA	WP 05-19-23	5/19/2023	HOPS - HRHC SUPPORT GRC	104.34		
			WP 05-26-23	5/26/2023	HOPS - HRHC SUPPORT GRC	104.34	208.68	
6/20/2023	0038262	WILDER AUTO CENTER	WA 05-22-23	5/22/2023	HOPS - VEHICLE PURCHASE	32,935.87	32,935.87	
6/20/2023	0000224	BOYS & GIRLS CLUB OF OLYM	11322-21BGCOF	5/10/2023	HTF - LIFE SKILLS TRAINING	2,134.79	2,134.79	
6/20/2023	0000591	FORKS ABUSE PROGRAM	11322-21-FAP 4-	5/24/2023	HTF - WEST END HOPE - APF	2,792.91	2,792.91	
6/20/2023	0000723	HEALTHY FAMILIES OF CLALL	11322-21-HFCC	6/2/2023	HTF - SAFELY HOME PROJEC	4,181.21	4,181.21	
6/20/2023	0000937	LUTHERAN COMMUNITY SER	1132221-LCSNV	5/25/2023	HTF - HEALTHY FAMILIES	5,874.48	5,874.48	
6/20/2023	0001433	SERENITY HOUSE OF CLALL	11322-21-SHSO	6/5/2023	HTF - SHELTER FUNDING FO	12,812.72		
			11322-21-SHCM	6/5/2023	HTF - FAMILY SHELTER CASE	2,653.00	15,465.72	
6/20/2023	0026762	THE ANSWER FOR YOUTH	11322-21-BTG 5	6/2/2023	HTF - BRIDGING THE GAP 10	1,085.88	1,085.88	
6/20/2023	0000577	FIRST STEP FAMILY SUPPOR	113232223FSFS	5/15/2023	CD/MH - PARENTS AS TEACH	5,984.14	5,984.14	
6/20/2023	0000937	LUTHERAN COMMUNITY SER	113232223LCSN	5/29/2023	CD/MH - CHILD CHECK - APR	1,459.84	1,459.84	
6/20/2023	0046310	OLYMPIC ANGELS	11323-22-23-TO	5/29/2023	CD/MH - DARE TO DREAM AN	3,219.98	3,219.98	
6/20/2023	0001209	PENINSULA BEHAVIORAL HEA	113232223PBHL	5/31/2023	CD/MH - ACCESS TO BH SER	11,402.12		
			113232223PBHF	6/5/2023	CD/MH - PATH OUTREACH SE	1,353.28	12,755.40	

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	6/20/2023	0001433	SERENITY HOUSE OF CLALLAM 113232223SHH/	6/5/2023	CD/MH - ADMINISTRATION OI	1,040.00	1,040.00
	6/20/2023	0000723	HEALTHY FAMILIES OF CLALLAM 11324-21-HFCC	6/2/2023	AH - EMERGENCY HOUSING	2,967.25	
			11324-22-HFCC	6/2/2023	AH - EMERGENCY HOUSING - I	600.00	3,567.25
					Sub total for U S BANK:		258,341.76

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0000546	EXPRESS SERVICES, INC	29135577	6/8/2023	INV 29135577	1,121.32	1,121.32
6/20/2023	0001179	PACIFIC OFFICE EQUIPMENT	1122673	6/8/2023	INV 1122673	331.95	
			1122672	6/8/2023	INV 1122672	16.65	348.60
6/20/2023	0001641	VERIZON WIRELESS	9935634771	6/8/2023	INV 9935634771	301.62	301.62
6/20/2023	0001734	WA ST PATROL	I23006912	6/8/2023	INV L23006912	352.00	352.00
6/20/2023	0025115	RADIA INC PS	DOS 51723	6/8/2023	DOS 51723	273.80	273.80
6/20/2023	0035753	LOOMIS ARMORED US, LLC	13263518	6/8/2023	INV 13263518	1,021.90	1,021.90
6/20/2023	0044328	PETEK & ASSOCIATES	1841	6/8/2023	INV 1841	1,155.00	1,155.00
6/20/2023	0044480	MINERT & ASSOCIATES	323613	6/8/2023	INV 323613	594.00	594.00
6/20/2023	0046683	ODP BUSINESS SOLUTIONS	L312160966001	6/8/2023	INV 312160966001	301.99	
			308433359001	6/8/2023	INV 308433359001	57.73	359.72
Sub total for U S BANK:							5,527.96

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Final Check List
CLALLAM COUNTY

HR Payroll

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	6/20/2023	0016373	WESTERN CONFERENCE OF,PENMAY23	6/8/2023	TEAMSTERS PENSION TRUS	8,232.95	8,232.95
Sub total for U S BANK:							8,232.95

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0000087	ANGELES ELECTRIC INC	20042	6/20/2023	IT20230608 - NETWORK UPS	2,240.89	2,240.89
6/20/2023	0001641	VERIZON WIRELESS	9930958278	6/20/2023	IT CELL& DATA PLANS	3,882.77	
			9935721761	6/20/2023	IT CELL \$ DATA	1,524.40	5,407.17
6/20/2023	0001706	CONSOLIDATED TECHNOLOG	90112023030295	6/20/2023	IGN PORTION - 0301023	220.08	
			90112023050294	6/20/2023	IGN PORTION - 050123	220.00	440.08
6/20/2023	0004211	CENTURYLINK	206T222202-06C	6/20/2023	COURTHOUSE T-1	490.14	
			206T313735-06C	6/20/2023	COURTHOUSE T-1	490.14	
			206T414008-06C	6/20/2023	SHERIFF COURTHOUSE LINE	56.84	
			206T413216-06C	6/20/2023	JUVIE COURT	41.17	
			206T415684-06C	6/20/2023	ALARMS	4.38	1,082.67
6/20/2023	0023718	AT&T	0510717127001-	6/20/2023	JUVIE FAX LINES	70.01	
			0306024016001-	6/20/2023	WEST END TOLL FREE	35.37	105.38
6/20/2023	0030587	B&H PHOTO VIDEO	212580227	6/20/2023	GIS20230421 - MONITORS	2,086.70	2,086.70
6/20/2023	0048752	SAVANCE LLC	126840	6/20/2023	IT20230308 - SAVANCE EIOB	1,900.00	1,900.00
Sub total for U S BANK:							13,262.89

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0000306	CHARM-TEX	0324681-IN	5/25/2023	DET SUPPLIES	153.90	153.90
6/20/2023	0000360	CLALLAM COUNTY ER&R	2023.164E	5/31/2023	VEHICLE RENTAL/LEASE	1,500.00	1,500.00
6/20/2023	0000628	GALLS LLC	024547069	5/19/2023	UNIFORMS & CLOTHING	179.88	
			024547059	5/19/2023	UNIFORMS & CLOTHING	172.83	
			024582572	5/23/2023	UNIFORMS & CLOTHING	139.03	
			024547070	5/19/2023	UNIFORMS & CLOTHING	47.44	539.18
6/20/2023	0001179	PACIFIC OFFICE EQUIPMENT	1122887	5/31/2023	EQUIP-REPAIR/MAINT	289.32	
			1122886	5/31/2023	EQUIP-REPAIR/MAINT	200.49	
			1122890	5/31/2023	EQUIP-REPAIR/MAINT	42.83	
			1122888	5/31/2023	EQUIP-REPAIR/MAINT	13.32	
			1122889	5/31/2023	EQUIP-REPAIR/MAINT	8.02	553.98
6/20/2023	0001240	PITNEY BOWES	3317488753	5/30/2023	LEASE-PITNEY BOWES	254.51	254.51
6/20/2023	0001252	PORT ANGELES, CITY OF	72927-155134.0	5/31/2023	UTILITIES-CITY OF PA	4,811.99	4,811.99
6/20/2023	0001509	CORDANT HEALTH SOLUTIONS	TC-1645005312	5/31/2023	PRO SVCS-DIV	41.09	41.09
6/20/2023	0001723	WSDOT/WA ST FERRIES	*RK408812	5/31/2023	TRAVEL/BUSINESS	64.20	64.20
6/20/2023	0017787	DAIRY FRESH FARMS INC	8122315717	6/6/2023	DET FOOD	55.80	55.80
6/20/2023	0022041	THOMAS SHERRY, M.S.	4848	5/31/2023	PRO SVCS-SSODA	200.00	
			4849	5/31/2023	PRO SVCS-SSODA	200.00	
			4850	5/31/2023	PRO SVCS-SSODA	200.00	
			4851	5/31/2023	PRO SVCS-SSODA	200.00	
			4852	5/31/2023	PRO SVCS-SSODA	200.00	1,000.00
6/20/2023	0029592	HANSON, CYNTHIA	#318	6/2/2023	FOOD	37.00	37.00
6/20/2023	0039632	COLE, MILTON	053123MC	6/1/2023	CAP VOL-MILEAGE	24.89	24.89
6/20/2023	0041147	AMERIGAS PROPANE LP	3151310676	6/7/2023	UTILITIES	1,305.53	1,305.53
Sub total for U S BANK:							10,342.07

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Final Check List
CLALLAM COUNTY

Nox Weeds

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0001540	SWAIN'S GENERAL STORE IN	313629	6/5/2023	CONTRACTOR BAGS; JCNW	41.28	41.28
6/20/2023	0001641	VERIZON WIRELESS	9935721765	6/8/2023	PHONE BILL; GEN = \$43.25, R	86.50	86.50
6/20/2023	0046816	ST JOHN, CHRISTINA	St John2023 6-3	6/3/2023	WADERS - KW = \$348.52	348.52	
			St John2023 6-7	6/7/2023	DUMPING FEE FOR WILD CH	31.04	
			St John2023 6-1	6/1/2023	DUMPING FEE FOR WILD CH	24.44	
			St John2023 6-1	6/7/2023	DUMPING FEE FOR WILD CH	19.55	423.55
Sub total for U S BANK:							551.33

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0000034	AIR FLO HEATING CO	96041518	6/7/2023	2009FAC CH VAV SYST HEAT	27,380.61	
			97102527	6/8/2023	2009FAC VAV SYST BOXES -	3,253.12	30,633.73
6/20/2023	0000087	ANGELES ELECTRIC INC	19925	6/8/2023	2301CH RSTR JV BLD INDOO	4,890.41	4,890.41
6/20/2023	0000359	CLALLAM COUNTY PUBLIC W2023.144e		6/7/2023	2301CH RSTR JV BLD SIGN M	65.19	65.19
6/20/2023	0000427	CRESCENT WATER ASSOCIA	1507 5/23	6/7/2023	SC MAY WATER	2,241.23	2,241.23
6/20/2023	0000427	CRESCENT WATER ASSOCIA	1459 5/23	6/7/2023	SMPK FWB MAY WATER	50.00	50.00
6/20/2023	0000561	FERGUSON ENTERPRISES IN	1242884-1	6/7/2023	2303FG SEC LT PWR PVC HC	914.38	
			1571524	6/7/2023	2303FG SEC LT PWR HDPE P	233.45	1,147.83
6/20/2023	0000750	HOME DEPOT CREDIT SERVI	8141703	6/7/2023	2010PR RDG RETAINING WAI	386.36	
			3524830	6/7/2023	SMPK CLINE POUR SPOUT S	104.58	
			9120755	6/7/2023	DRA HEXHER TWISTED AUTC	89.72	
			2623287	6/7/2023	DRA SLIME SELANT BLASTE	42.91	
			8623802	6/7/2023	JAIL PAINT	21.16	644.73
6/20/2023	0001036	MURREYS OLYMPIC DISPOS	7648489s112	6/8/2023	SC MAY GARBAGE	1,276.10	
			7648474s4112	6/8/2023	DRA MAY GARBAGE	768.34	
			7649206s112	6/8/2023	CH MAY RECYCLE	556.80	
			7649730s112	6/8/2023	SC MAY RECYCLE	264.20	
			7649731s112	6/8/2023	DRA MAY RECYCLE	158.52	
			7649286s112	6/8/2023	CH MAY RECYCLE	105.68	3,129.64
6/20/2023	0001179	PACIFIC OFFICE EQUIPMENT	1123331	6/8/2023	2301CH RSTR JV BLD MOVE	489.60	
			1122671	6/8/2023	ADM COPIER SERV	255.50	
			1122646	6/8/2023	FG COPIER SERVICE	64.87	809.97
6/20/2023	0001187	PAPE MACHINERY INC	716893	6/8/2023	CH FORKLIFT REPAIR	5,255.00	
			14454545	6/8/2023	CH SPINDLE FOR MOWER	512.57	5,767.57

Bank : apbank U S BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
6/20/2023	0001252	PORT ANGELES, CITY OF	60327-152976 5/	6/8/2023	CIB MAY UTIL & GARBAGE	841.76		
			61387-15442 5/2	6/8/2023	FG MAY UTIL	463.71		
			60387-153006 5/	6/8/2023	FG MAY UTIL	389.36		
			60387-153008 5/	6/8/2023	FG MAY UTIL	355.50		
			6037-153004 5/2	6/8/2023	FG MAY UTIL	322.46		
			60387-152998 5/	6/8/2023	FG MAY UTIL	270.50		
			60387-154714 5/	6/8/2023	FG MAY UTIL	262.95		
			60387-154282 5/	6/8/2023	FG MAY UTIL	225.29		
			60387-152668 5/	6/8/2023	FG MAY UTIL & GARBAGE	212.58		
			60387-159546 5/	6/8/2023	FG MAY UTIL	88.07		
			60387-158232 5/	6/8/2023	FG MAY UTIL	42.91		
			60387-153000 5/	6/8/2023	FG MAY UTIL	36.45		
			60387-154634 5/	6/8/2023	FG MAY UTIL	36.45	3,547.99	
6/20/2023	0001253	PORT ANGELES SOLID WAST	1128874	6/8/2023	2301CH RSTR JV BLD DUMP	75.65		
			1128986	6/8/2023	2301CH RSTR JV BLD DUMP	73.71		
			1128733	6/8/2023	2301CH RSTR JV BLD DUMP	29.10		
			1125326	6/8/2023	CH DUMP FEE	12.29		
			1127209	6/8/2023	CH DUMP FEE	11.26	202.01	
6/20/2023	0001300	PUBLIC UTILITY DISTRICT	22216 5/23	6/8/2023	CDJ MAY ELECT	584.65		
			22650 5/23	6/8/2023	CB MAY ELECT & WATER	311.26		
			57419 5/23	6/8/2023	DL MAY ELECT	94.76		
			13424 5/23	6/8/2023	SMPK FWB MAY ELECT	53.37		
			54219 5/23	6/8/2023	SMPK W LK PLSNT UNMETEF	14.09		
			126922 5/23	6/8/2023	SMPK LK PLSNT UNMETEREI	14.09	1,072.22	
6/20/2023	0001331	RAINBOW SWEEPERS INC	45745	6/8/2023	CH 2 PALLETS ROCK SALT	1,146.21	1,146.21	
6/20/2023	0001641	VERIZON WIRELESS	9935634769	6/8/2023	ADM CH JV FG CELLPHONES	572.42	572.42	
6/20/2023	0001708	WA ST DEPT OF LABOR &, IN[363278		6/8/2023	CH BOILER INSPECTION	149.50	149.50	
6/20/2023	0001767	WEST WASTE & RECYCLING	0000283675	6/8/2023	CDJ CB LKPLSNT MAY GARB	499.34	499.34	
6/20/2023	0003431	HI-TECH SECURITY, INC.	70065	6/7/2023	2301CH RSTR JV BLD COMM	322.50	322.50	
6/20/2023	0004448	DAREN'S POINT S TIRE & AUT	00933505	6/7/2023	FG MOWER TUBE TIRE	16.32	16.32	

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0020849	U S BANK	TreeTop CSTRE	6/8/2023	2010PR DRA SPEED AWARE I	3,328.92	
			Bargain Wrhs 44	6/8/2023	SC 2 BEDS FOR SEASONAL C	929.62	
			emedco 935299	6/8/2023	CH REPLC REFLECTIVE SIGN	925.53	
			PUD75463 4/23	6/8/2023	SC APRIL ELECT	831.90	
			PUD 13572 4/23	6/8/2023	SC APRIL ELECT	436.69	
			PUD 13575 4/23	6/8/2023	SC APRIL ELECT	390.93	
			Amaz 4781066	6/8/2023	FG DESK & RETURN	310.86	
			Penske 8952772	6/8/2023	2301CH RSTR JV BLD TRUCK	261.94	
			Amaz 0064249	6/8/2023	SC (2) BEDDING FOR SEASO	180.91	
			Viasat CDJ 5/23	6/8/2023	CDJ SATELLITE INTERNET	96.19	
			Amaz 3453840	6/8/2023	ADM FG DESK DRAWERS (2)	79.82	
			Viasat 5/23	6/8/2023	SC SATELLITE INTERNET	71.18	
			PUD 13573 4/23	6/8/2023	SC APRIL ELECT	58.46	
			PUD 13424 4/23	6/8/2023	SMPK FWB APRIL ELECT	50.34	
			PUD 13424 3/23	6/8/2023	SMPK FWB MARCH ELECT	50.34	
			Pen Award 0761	6/8/2023	SMPK MEM BENCH/TABLE PL	46.83	
			Amaz 0153017	6/8/2023	FG MAGNETIC DOOR SCREE	29.22	
			PUD 13571 4/23	6/8/2023	SC UNMETERED LIGHT	20.92	8,100.60
6/20/2023	0024320	LEO'S FLOORING	LEO 6/5/23	6/7/2023	2301CH RSTR JV BLD VINYL I	651.22	651.22
6/20/2023	0026757	BAXTER AUTO PARTS	86790	6/7/2023	FG MOWER PARTS	46.06	46.06
6/20/2023	0026957	LEITZ FARMS INC	71284	6/7/2023	FG SHOES FOR ARENA GROU	576.21	576.21
6/20/2023	0027917	COMMERCIAL REPAIR	597227	6/7/2023	FG REFRIDGERATION SERVI	321.39	321.39
6/20/2023	0028699	SOUND PUBLISHING INC	PDN977568	6/8/2023	1710CH LANDSCAPE IMPRV I	202.24	202.24
6/20/2023	0035592	CAMPLIFE INC	15468118	6/7/2023	DRA SC MAY ONLINE RESER	1,671.00	1,671.00
6/20/2023	0035842	CLALLAM CO PARKS CREDIT	WorldPay 5/23	6/7/2023	DRA SC MAY CC FEES	1,676.10	1,676.10
6/20/2023	0037225	JACKSON, DALE	817-23-01 5/23	6/8/2023	EOC RELOCATE PRJT MGR S	7,942.00	7,942.00
6/20/2023	0038174	COASTAL FARM & RANCH	2370	6/7/2023	SC HOSE, THREAD SEAL	56.55	56.55
6/20/2023	0041295	C & C TIMBER INC	3877	6/7/2023	DRA FIREWOOD FOR RESAL	950.00	950.00
6/20/2023	0041605	HOME DEPOT PRO	747758779	6/7/2023	CH OFFICE SPC RELOCATE 1	1,499.26	
			747927655	6/7/2023	CDJ DETERG HUCK CLOTH T	213.27	
			747693505	6/7/2023	CH LINERS	190.14	
			748159407	6/7/2023	CDJ BAR TOWEL	76.24	1,978.91
6/20/2023	0046683	ODP BUSINESS SOLUTIONS	L314021497001	6/8/2023	FG BALLOT BOX COPYHOLDI	133.19	133.19
6/20/2023	0048717	SPICE UP YOUR LIFE	2023 Fair	6/8/2023	2023 FAIR VENDOR SPC REF	200.00	200.00
6/20/2023	0048742	JS NOVELTIES	2023 Fair Refunc	6/7/2023	2023 FAIR VENDOR SPC REF	550.00	550.00

Sub total for U S BANK: 81,964.28

Prosecutor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0000546	EXPRESS SERVICES, INC	29063778	6/8/2023	EXPRESS SERVICES	939.02	939.02
6/20/2023	0004267	SPOKANE COUNTY SHERIFF,	2023/05-0108	6/8/2023	PERSONAL SERVICE2023/05-	85.00	85.00
6/20/2023	0020849	U S BANK	WWI003287	6/8/2023	CORONER SUPPLIES	514.21	
			848325197	6/8/2023	WESTLAW CHARGES	468.80	
			92863	6/8/2023	HOTEL FOR TRAINING	404.19	
			92859	6/8/2023	HOTEL STAY	404.19	
			100031173	6/8/2023	CORONER	298.53	
			930373855	6/8/2023	CERTIFIED COPIES	175.10	
			2550632	6/8/2023	OFFICE SUPPLIES	130.25	
			25318	6/8/2023	CORONER SUPPLIES	128.11	
			200009739	6/8/2023	JOB POSTING	90.00	
			4KNW48G5	6/8/2023	CORONER	61.86	
			01582333	6/8/2023	TOLL BRIDGE RECEIPT	5.50	2,680.74
6/20/2023	0048749	HATLEY, SHERRY	21253B	6/8/2023	TRANSCRIPT RT112818-1017	550.00	550.00
Sub total for U S BANK:							4,254.76

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0000023	ADVANCED TRAVEL	WAHLS 51023	5/10/2023	Advanced Travel - Brian Wahlst	240.00	240.00
6/20/2023	0000043	ALDERSON AUTO BODY, INC	012316	5/23/2023	Repair and Refinish - PA 20-SH	2,621.95	2,621.95
6/20/2023	0000099	A-1 AUTO PARTS	1436349	6/5/2023	Heater Hoses, Wax - SQ 450	205.93	205.93
6/20/2023	0000299	CERTIFIED LABORATORIES	8228153	5/10/2023	Aerosol - PA	280.10	280.10
6/20/2023	0000332	CLALLAM CO AUDITORS TAX	05/23-SUT 5030	5/31/2023	ER&R Sales and Use Tax	526.86	526.86
6/20/2023	0000377	PACWEST MACHINERY LLC	20362994	5/15/2023	Hood - LC 617	1,308.64	
			20363238	5/25/2023	Various Filsters - SQ 1038	660.20	1,968.84
6/20/2023	0000772	INDUSTRIAL HYDRAULICS INC	A343253	5/5/2023	Elbosy, Shift control - LC Stores	911.69	911.69
6/20/2023	0000848	PAPE KENWORTH NORTHWE	11956080	5/26/2023	Fuel Level Sensor - LC 203, 20	535.98	535.98
6/20/2023	0001036	MURREYS OLYMPIC DISPOS	A9648498S112	6/1/2023	Gargbage Services - SQ	208.41	208.41
6/20/2023	0001179	PACIFIC OFFICE EQUIPMENT	1121972	5/11/2023	Repairs - ER&R	715.45	
			1122699	5/31/2023	Billable Copies - Admin 6553	272.96	
			1122698	5/31/2023	Billable Copies - Engineering 62	124.92	
			1122700	5/31/2023	Billable Copies - ER&R	19.79	1,133.12
6/20/2023	0001187	PAPE MACHINERY INC	14405450	5/8/2023	Core Compress, Core Assembl	2,663.13	
			14305507	4/5/2023	Various Filters, Fuel Precleaner-	1,889.02	
			14489583	5/31/2023	Housing, Switch, Shifter Rod - LC	1,472.78	
			14373638	5/30/2023	Filters, Water&Fuel Separa - P/	829.00	
			14447009	5/30/2023	Window - PA 411	605.45	
			14446408	5/30/2023	Window Mold - PA 411	397.88	
			14423316	5/10/2023	Step - LC 838	367.60	
			14455774	5/24/2023	Sensor - PA 846	359.01	
			14422579	5/30/2023	Compress Core - PA 411	184.29	
			14489473	5/30/2023	Cap Screw - LC 847	0.74	8,768.90
6/20/2023	0001255	PRICE FORD LINCOLN MERC	I5048876	6/2/2023	Motor ASYS- PA S346	116.61	116.61
6/20/2023	0001300	PUBLIC UTILITY DISTRICT	22716-060123	6/1/2023	Elect. utility chg, 384 Frontier-C	103.92	103.92
6/20/2023	0001405	LES SCHWAB TIRE CENTERS	38000786812	5/8/2023	Tires and Paint - PA 203	6,393.79	
			38100536748	6/1/2023	Flat Rpair - PA 740	48.99	6,442.78
6/20/2023	0001641	VERIZON WIRELESS	9935539300-503	5/22/2023	PA Sign Shop Laptop Line -PA	80.02	80.02

Bank : apbank U S BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
6/20/2023	0001781	WHITEHEADS AUTO PARTS IN	258620	6/5/2023	Flange Bearings - LC 1761	867.28		
			258681	6/6/2023	CB Radio - LC Stores	228.03		
			258707	6/6/2023	Switch, WD40 - LC	134.02		
			258576	6/5/2023	Bottle Jack - LC 20-SMTOOL	105.43		
			258869	6/7/2023	Fittings - LC	34.95		
			258271	6/1/2023	Sanding Disc - LC	11.12	1,380.83	
6/20/2023	0004448	DAREN'S POINT S TIRE & AUT	0092915	6/5/2023	245/55r18 Tires - PA S329	357.04	357.04	
6/20/2023	0005032	OWEN EQUIPMENT COMPAN'	00110723	5/17/2023	Air Bag Valve - PA 417	1,432.27		
			00110572	5/8/2023	Coupling, Water Valve - PA 417	493.36	1,925.63	
6/20/2023	0017663	ARAMARK UNIFORM SVCS IN	5120255910	6/6/2023	Laundry Services - PA	17.20		
			5120253217	6/1/2023	Laundry Services - SQ	16.34		
			5120253203	6/1/2023	Laundry Services - WE	16.30	49.84	
6/20/2023	0020849	U S BANK	7330-TYLERBW	5/12/2023	BW Tyler Connect 23	875.34		
			1968-9559449	6/2/2023	Amzn:Globalsell.store-XHP 462	171.90		
			7844-3210634	5/18/2023	Amzn:Amzn-Wide Crown Stapl	149.98		
			9227-5977047	4/26/2023	Amzn:KarParts360-Headlight A	130.78		
			9221-060623	6/6/2023	HomeDepot-Hose Hanger, Hos	108.69		
			9221-060123	6/1/2023	Home Depot- Sprayer - SQ 905	102.30		
			1968-5316222	5/8/2023	Amzn:Howite-Corner Mirror - P/	100.08		
			7844-1472249	5/16/2023	Amzn:Amzn&Forca-Pliers,Sawf	93.38		
			1968-8200253	4/26/2023	Amzn:Amzn-Corrosion Inhibitor	87.00		
			7844-0637067	5/9/2023	Amzn:Honmy- LED Bay Light -	86.86		
			1968-8310611	4/12/2023	Amzn:Amzn-Back Up Lamp - P.	72.52		
			1576-053123-2	5/31/2023	WSF-402 Pickup, Hatton Marin	63.20		
			1576-4630	5/17/2023	Ferry to Repairs - LC 402	42.80		
			1576-8802	5/17/2023	Ferry to Repairs - LC 402	30.85		
			7330-51023	5/10/2023	UBER, TYLER CONNECT COM	27.49		
			1968-3060221	4/11/2023	Amzn:Senyar-J1939 II Adapte	23.71		
			1576-053123-1	5/31/2023	WSF-402 Pickup, Hatton Marin	21.40		
			9221-053123	5/31/2023	Home Depot-Heavy Duty Tape	19.08		
			1576-053123-3	5/31/2023	WSF-402 Pickup, Hatton Marin	19.00	2,226.36	

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0022435	RACE STREET AUTO PARTS	634458-23	6/5/2023	Filters: Fuel, Air, Oil - PA 1063	252.15	
			634390-23	6/5/2023	Battery - PA 44	169.68	
			634405	6/5/2023	Blister Pack Capsules - PA 401	78.29	
			634341	6/5/2023	Clutch Brake - PA 200	61.97	
			634523	6/6/2023	Fuel Nozzle Swivel - PA 241	55.31	
			634408	6/5/2023	Leak Detect Dye - PA 243	39.83	
			634656	6/7/2023	tra Str New Car - PA	23.02	
			634522	6/6/2023	Serpentine Belt - PA 241	22.52	
			634503	6/6/2023	Oil Filter - PA 62	3.84	706.61
6/20/2023	0023338	CENTRAL WELDING SUPPLY	PT 149172	5/8/2023	Acetylene and Oxygen - PA	201.10	201.10
6/20/2023	0036098	O'REILLY AUTO PARTS	2750-437743	6/6/2023	Air Filters - PA 62	36.73	36.73
6/20/2023	0038943	SIX ROBBLEES INC	23P4827	6/6/2023	Rin w/Weld On Bracket - PA 10	121.09	
			23P4850	6/6/2023	Remote - PA 20-SHERIFF, SAF	117.18	238.27
6/20/2023	0042561	ALL BATTERY SALES & SERVI	22076181	6/7/2023	Batteries - SQ Stores	369.06	369.06
6/20/2023	0046926	SNAP ON CREDIT	06072319447	6/7/2023	Brake Caliper Press - PA 20-SN	145.25	145.25
6/20/2023	0048714	HALTON MARINE & INDUSTRI	925778	6/5/2023	Relay, Various Filters, Oil - PA 4	1,670.11	1,670.11
Sub total for U S BANK:							33,451.94

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Final Check List
CLALLAM COUNTY

Public Works (2)

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	6/20/2023	0048746	RE-SOLVE	6556	5/30/2023 APPRAISAL REVIEW FOR 304	7,500.00	7,500.00
Sub total for U S BANK:							7,500.00

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	6/20/2023	0000023	ADVANCED TRAVEL	SAIZ05072023	5/7/2023	SAIZ- REIMBURSEMNT ADVAI	240.00	240.00
	6/20/2023	0000091	ANGELES MILLWORK & LUMB	331576	5/18/2023	TRAIL SUPPLIES	28.41	
			331652	5/19/2023	TRAIL SUPPLIES	19.55		
			331863	5/23/2023	TRAIL SUPPLIES	19.53	67.49	
6/20/2023	0017663	ARAMARK UNIFORM SVCS IN	5120255911	6/6/2023	LAUNDRY SERVICE-PA	16.32		
			5120253202	6/1/2023	LAUNDRY SERVICE-LC	16.30		
			5120253216	6/1/2023	LAUNDRY SERVICE-SQ	16.30	48.92	
6/20/2023	0000172	BAXTER A/P OFFICE	15663-46561	6/5/2023	MAINTENACE SUPPLIES- PA	250.68	250.68	
6/20/2023	0000289	CDW GOVERNMENT, INC.	JF33396	4/24/2023	TECHNOLOGY SUPPLIES	1,302.27	1,302.27	
6/20/2023	0000332	CLALLAM CO AUDITORS TAX	05/23-SUT10101	5/31/2023	05/23 SALES AND USE TAX	26.94	26.94	
6/20/2023	0000329	CO-OP FARM AND GARDEN, T	86208	6/5/2023	PROPANE-SQ	92.31	92.31	
6/20/2023	0000594	DECKER CITY HARDWARE, TI	774004	6/5/2023	FUEL CONSUMED-LC	72.53		
			772976	5/30/2023	MAINTENANCE SUPPLIES-LC	20.62	93.15	
6/20/2023	0000546	EXPRESS SERVICES, INC	29063761-10101	5/24/2023	EXPRESS EMPLOYMENT 05/	5,340.86	5,340.86	
6/20/2023	0000677	GRAINGER INC	9725992953	6/1/2023	MAINTENANCE SUPPLIES -P/	53.03		
			9725992938	6/1/2023	MAINTENANCE SUPPLIES-LC	36.77	89.80	
6/20/2023	0000709	HARBOR SAW & SUPPLY	749093	4/20/2023	MAINTENANCE SUPPLIES-PA	78.21		
			756681	6/8/2023	MAINTENANCE SUPPLIES-PA	11.96	90.17	
6/20/2023	0000885	LAKESIDE INDUSTRIES, INC	232805	5/27/2023	LAKESIDE OLY PEN ASPHALT	52,530.30		
			233443	5/31/2023	LAKESIDE OLY PEN ASPHALT	33,103.09		
			232804	5/27/2023	LAKESIDE OLY PEN ASPHALT	10,006.08		
			232803	5/27/2023	LAKESIDE OLY PEN ASPHALT	6,466.89		
			233442	5/31/2023	LAKESIDE OLY PEN ASPHALT	4,785.80		
			232806	5/24/2023	LAKESIDE OLY PEN ASPHALT	505.92	107,398.08	
6/20/2023	0001036	MURREYS OLYMPIC DISPOS	A7650664S112	6/1/2023	05/01-05/31 ELWHA KIOSK GA	284.48	284.48	
6/20/2023	0001043	NATIONAL BARRICADE CO., L	300777	6/6/2023	MAINTENANCE SUPPLIES-SC	2,096.33	2,096.33	
6/20/2023	0001207	PENINSULA COLLEGE	COOPERCDL06	6/1/2023	CDL LICENSE R COOPER	6,995.00	6,995.00	
6/20/2023	0021386	STAPLES ADVANTAGE	7610681156	6/7/2023	OFFICE SUPPLIES	94.45	94.45	
6/20/2023	0001551	TACOMA SCREW PRODUCTS	140078200-00	5/15/2023	MAINTENANCE SUPPLIES- S(	339.84	339.84	

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	6/20/2023	0020849 U S BANK	3953-62187210	5/24/2023	HP INC- SUPPLIES	982.45	
			7330-TYLERAS-	5/10/2023	WESTIN RIVERWALK - HOTEL	875.34	
			7844-20059639	5/18/2023	ZORO.COM - SUPPLIES	757.25	
			3953-5661823	5/16/2023	AMAZON-SUPPLIES	476.42	
			3953-0791-6/23	5/6/2023	CENTURYLINK- 5/23 SERVIC	341.39	
			3953-JED0502	5/2/2023	EXTENDEDSTAY - DONISI HO	315.90	
			3953-7594602S'	5/30/2023	MURREYS OLYMPIC	260.04	
			3953-5890628	5/16/2023	AMAZON-SUPPLIES	152.02	
			7330-2940534	5/7/2023	SEATTLE TACOMA AIRPORT-	136.00	
			3953-7966	5/26/2023	PLOTTER PAPER GUYS-MYL	135.00	
			3953-1356-6/23	5/6/2023	CENTURYLINK- 05/23 SERVIC	133.54	
			3953-3389805-2	5/16/2023	AMAZON-SUPPLIES	116.90	
			9221-101455	5/16/2023	SEQUIM VALLEY- FUEL	101.42	
			3953-8148242-2	5/16/2023	AMAZON-SUPPLIES	90.29	
			3953-8697051	5/19/2023	AMAZON-SUPPLIES	76.01	
			3953-8148242-1	5/16/2023	AMAZON- SUPPLIES	69.85	
			9221-7512139	5/15/2023	HOME DEPOT- MAINTENANC	65.83	
			1968-712847	5/30/2023	BIG TOOL STORE LLC	50.66	
			1968-7488244	5/31/2023	AMAZON-SUPPLIES	35.89	
			7330-0508A2H-1	5/8/2023	UBER TRIP	26.93	
			7330-0511H2A-1	5/10/2023	UBER TRIP	22.91	
			3953-3389805-1	5/16/2023	AMAZON-SUPPLIES	22.55	
			1968-PRIME-06/	5/8/2023	AMAZON PRIME	16.31	
			3953-PRIME-6/2	6/5/2023	AMAZON PRIME	16.31	
			7330-0508A2H-2	5/8/2023	UBER TRIP	5.38	
			7330-0511H2A-2	5/10/2023	UBER TRIP	4.58	5,287.17
	6/20/2023	0001641 VERIZON WIRELESS	9935539300-101	5/22/2023	ROADS CELL PHONES 04/23-	349.06	349.06
	6/20/2023	0031095 APSCO, LLC	23537	5/12/2023	30 LIGHT PUMP	29,182.26	29,182.26
	6/20/2023	0000332 CLALLAM CO AUDITORS TAX	05/23-SUT41401	5/31/2023	05/23 SALES AND USE TAX	701.70	701.70
	6/20/2023	0000331 CLALLAM COUNTY AUDITOR	2023-1450343	6/7/2023	LEIN SATISFACTION RECORD	18.00	18.00
	6/20/2023	0000594 DECKER CITY HARDWARE, TI	773283	6/1/2023	WWTP-MAINTENANCE SUPP	248.38	248.38
	6/20/2023	0001300 PUBLIC UTILITY DISTRICT	22718-060123	6/1/2023	04/27-05/30 410 FRONTIER ST	816.92	
			23193-053023	5/30/2023	PUD HWY 112 ACROSS FM 13	310.19	
			22602-060123	6/1/2023	PUD-04/24-05/30 BOGACHIEL	221.08	1,348.19

Bank : apbank U S BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	6/20/2023	0020849	U S BANK	3953-1116-6/23	5/6/2023	CENTURYLINK- SERVICE	248.73	
				8199-0010450	5/18/2023	USPS-POSTAGE	98.90	
				8199-097263	5/10/2023	USPS- POSTAGE	92.30	
				3953-0094618	5/18/2023	AMAZON-SUPPLIES	35.88	475.81
	6/20/2023	0001641	VERIZON WIRELESS	9935539300-414	5/22/2023	PHONE CLALLM BAY/SEKIU 4	66.21	66.21
	6/20/2023	0020614	WOOD HAWK, INC	2035	6/4/2023	HAULED SEPTIC WASTE TO I	1,465.00	1,465.00
	6/20/2023	0000546	EXPRESS SERVICES, INC	29063761-43401	5/24/2023	EXPRESS 05/15-05/21 BULLM	308.39	308.39
	6/20/2023	0000332	CLALLAM CO AUDITORS TAX	05/23-SUT42401	5/31/2023	05/23 SALES AND USE TAX	174.83	174.83
	6/20/2023	0001426	SEQUIM, CITY OF	4405.0.0523 US	6/1/2023	REGIONAL SEWER USAGE	6,763.79	
				C23-05	6/2/2023	05/23 MONTHLY MAINTENAN	2,764.58	
				4405.0.0523 BS	6/1/2023	05/23 REGIONAL SEWER BAS	2,341.00	11,869.37
Sub total for U S BANK:							176,345.14	

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0000008	LEXIS NEXIS RISK MGMT INC	1035851-202305	5/31/2023	DATABASE INTERFACE FEE	55.40	55.40
6/20/2023	0000608	FRANZ FAMILY BAKERIES	117101003530	5/6/2023	FOOD	268.60	
			117101003563	5/13/2023	FOOD	237.00	
			117101003598	5/20/2023	FOOD	237.00	
			117101003625	5/25/2023	FOOD	221.20	963.80
6/20/2023	0000628	GALLS LLC	024582625	5/23/2023	UNIFORM - CLERICI	56.16	56.16
6/20/2023	0000918	LINCOLN STREET STATION	Account1 -Jun23	6/1/2023	SHIPPING CHARGES	123.02	123.02
6/20/2023	0001179	PACIFIC OFFICE EQUIPMENT	1122387	5/26/2023	OFFICE FURNITURE	811.21	
			1123221	5/31/2023	MAINTENANCE AGREEMENT	677.35	
			1121544	4/28/2023	MAINTENANCE AGREEMENT	417.24	
			1123232	5/31/2023	MAINTENANCE AGREEMENT	222.72	
			1121555	4/28/2023	MAINTENANCE AGREEMENT	190.67	
			1123233	5/31/2023	MAINTENANCE AGREEMENT	166.21	
			1121556	4/28/2023	MAINTENANCE AGREEMENT	146.88	
			1121543	4/28/2023	MAINTENANCE AGREEMENT	117.20	
			1123220	5/31/2023	MAINTENANCE AGREEMENT	91.75	
			1123227	5/31/2023	MAINTENANCE AGREEMENT	82.57	
			1123228	5/31/2023	MAINTENANCE AGREEMENT	73.89	
			1121550	4/28/2023	MAINTENANCE AGREEMENT	66.43	
			1122046	5/15/2023	OFFICE SUPPLIES	62.08	
			1121551	4/28/2023	MAINTENANCE AGREEMENT	53.91	
			1123230	5/31/2023	MAINTENANCE AGREEMENT	47.75	
			1121548	4/28/2023	MAINTENANCE AGREEMENT	31.32	
			1123226	5/31/2023	MAINTENANCE AGREEMENT	29.65	
			1123223	5/31/2023	MAINTENANCE AGREEMENT	29.47	
			1121553	4/28/2023	MAINTENANCE AGREEMENT	26.38	
			1121549	4/28/2023	MAINTENANCE AGREEMENT	21.41	
			1123222	5/31/2023	MAINTENANCE AGREEMENT	20.88	
			1121552	4/28/2023	MAINTENANCE AGREEMENT	19.74	
			1121546	4/28/2023	MAINTENANCE AGREEMENT	18.67	
			1121545	4/28/2023	MAINTENANCE AGREEMENT	14.17	
			1123231	5/31/2023	MAINTENANCE AGREEMENT	13.26	
			1123225	5/31/2023	MAINTENANCE AGREEMENT	12.70	
			1123229	5/31/2023	MAINTENANCE AGREEMENT	12.45	

Bank : apbank U S BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
			1121554	4/28/2023	MAINTENANCE AGREEMENT	12.41		
			30752	4/13/2023	CREDIT MEMO	-1,500.35	1,990.02	
6/20/2023	0001540	SWAIN'S GENERAL STORE IN	313699	6/7/2023	KEYS FOR EMD	14.01	14.01	
6/20/2023	0001543	SWANSONS SERVICES CORP	1725822	5/25/2023	INDIGENT PACKS	39.00		
			1724260	5/18/2023	INDIGENT PACKS	38.42		
			1724166	5/11/2023	INDIGENT PACKS	18.00	95.42	
6/20/2023	0001547	SYSCO FOOD SERVICES OF	455941939	5/10/2023	FOOD & KITCHEN SUPPLIES	1,496.29		
			455984566	5/31/2023	FOOD & KITCHEN & JAIL SUP	1,250.76		
			455971634	5/24/2023	FOOD & KITCHEN SUPPLIES	1,029.15		
			455926116	5/3/2023	FOOD	979.77		
			455956895	5/17/2023	FOOD	800.18		
			455916494	4/29/2023	KITCHEN SUPPLIES	6.06		
			455975558	5/26/2023	CREDIT MEMO FOR INV# 455	-27.07	5,535.14	
6/20/2023	0001641	VERIZON WIRELESS	9935634768	5/23/2023	CELL PHONE SERVICE	634.97	634.97	
6/20/2023	0001697	WA ST CRIMINAL JUSTICE	201138089	5/24/2023	FTO ACADEMY - BRAY & MCC	190.00	190.00	
6/20/2023	0001734	WA ST PATROL	123006795	6/1/2023	BACKGROUND CHECKS	498.00	498.00	
6/20/2023	0001767	WEST WASTE & RECYCLING	0000283678	5/31/2023	GARBAGE DISPOSAL - SLIP F	72.00	72.00	
6/20/2023	0017787	DAIRY FRESH FARMS INC	8082313821	5/18/2021	FOOD	317.43		
			8082312412	5/4/2023	FOOD	280.46		
			8082313116	5/11/2023	FOOD	230.32		
			8082314513	5/25/2023	FOOD	205.44		
			8082313115	5/11/2023	FOOD	96.72	1,130.37	
6/20/2023	0033486	LN CURTIS & SONS INC	INV602011	6/3/2022	UNIFORM - BROOKS,C	228.48	228.48	
6/20/2023	0037772	T MOBILE USA INC	9514725586	11/9/2022	TIMING ADVANCE	25.00	25.00	
6/20/2023	0042636	HARBOR FOODSERVICE	597138	5/8/2023	FOOD	1,927.95		
			607578	5/29/2023	FOOD	1,206.32	3,134.27	
6/20/2023	0043469	PETROCARD	C191014	5/31/2023	FUEL FOR OPNET AND BOAT	1,022.01	1,022.01	
6/20/2023	0044691	VERIZON CONNECT FLEET U	368000040774	6/1/2023	VEHICLE TRACKING SUBSCF	99.88	99.88	
6/20/2023	0047751	ZETRON	90338020	5/29/2023	FACTORY REPAIR RMA 04671	1,112.33	1,112.33	
Sub total for U S BANK:							16,980.28	

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Final Check List
CLALLAM COUNTY

Sheriff Jail Med

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0000815	JIM'S PHARMACY	011042-5.25.23	5/25/2023	INMATE MEDICINE	720.21	720.21
6/20/2023	0001136	OLYMPIC MEDICAL CENTER	OMC-May2023	6/8/2023	INMATE MEDICAL	305.86	305.86
6/20/2023	0001209	PENINSULA BEHAVIORAL HE	May-23	6/5/2023	MHP SUBSTITUTION	1,050.00	1,050.00
6/20/2023	0001254	PORT ANGELES FIRE DEPAR	115-2023-000014	6/8/2023	INMATE MEDICAL	540.92	540.92
6/20/2023	0002589	MARTIN, BRIAN	Rcpt 778835	6/8/2023	MEDICAL MISC.	14.57	14.57
6/20/2023	0017535	COST LESS SENIOR SERVICE	18765-Jun2023	5/31/2023	INMATE MEDICINES	6,009.74	6,009.74
6/20/2023	0024978	CORRECTIONAL HEALTHCAR	INV0106488	6/8/2023	NURSING CONTRACT	48,063.97	48,063.97
6/20/2023	0041537	MCKESSON MEDICAL-SURGI	(20693410	5/29/2023	INMATE MEDICINE	292.20	
			20696674	5/30/2023	INMATE MEDICINE	278.26	
			20693409	5/29/2023	INMATE MEDICINE	245.25	
			20699267	5/30/2023	INMATE MEDICINE	185.50	
			20705788	6/8/2023	INMATE MEDICINE	42.30	1,043.51
Sub total for U S BANK:							57,748.78

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Final Check List
CLALLAM COUNTY

Superior Court (1) Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	6/20/2023	0020849	U S BANK				
			51975	6/7/2023	5/10/2023-RISE 2023 DC CONI	1,690.00	
			01624857375816	6/7/2023	5/10/2023-UNITED AIRLINES T	687.60	
			9933259374-P4F	6/7/2023	APRIL 2023 - CELLULAR PHO	50.27	
			9933259374-DC	6/7/2023	APRIL 2023 - CELLULAR PHO	50.27	
			114-4208191-546	6/7/2023	6/01/2023-AMAZON, NAME TA	41.60	2,519.74
Sub total for U S BANK:							2,519.74

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0000023	ADVANCED TRAVEL	1873909 ADE	6/8/2023	4/17/23-ADVANCE TRAVEL FC	250.00	250.00
6/20/2023	0001179	PACIFIC OFFICE EQUIPMENT	1122283	6/8/2023	5/24/23-TONER CARTRIDGE F	140.42	
			1122692	6/8/2023	5/2023-CONTRACT COST RA1	113.72	
			1122695	6/8/2023	5/2023-CONTRACT COST RA1	31.63	
			1122690	6/8/2023	6/2023-CONTRACT BASE RAT	29.76	
			1122694	6/8/2023	6/2023-CONTRACT BASE RAT	27.20	
			1122693	6/8/2023	6/2023-CONTRACT BASE RAT	17.41	
			1122691	6/8/2023	5/2023-CONTRACT COST RA1	6.07	366.21
6/20/2023	0001764	WEST PAYMENT CENTER, TH	848481237	6/8/2023	JUNE 2023-LIBRARY PLAN, L/	278.28	278.28
6/20/2023	0003410	LEMAY MOBILE SHREDDING	1642393	6/8/2023	5/08/23-SHRED CONTAINER A	33.52	33.52
6/20/2023	0021517	TUCKER, CHRISTIE	TUC1874019	6/8/2023	22-3-00231-05, INRE JUSTUS/	900.00	
			TUC1874020	6/8/2023	17-3-00135-05, IN RE GALBRE	900.00	1,800.00
6/20/2023	0026699	WATTS, JOHNNY	WAT1874023	6/8/2023	6/08/23-DC GRADUATION SUF	66.99	66.99
6/20/2023	0029825	MARCOUX, ELIZABETH "BETTMAR	1873972	6/8/2023	23-4-0049-05, IN RE SIMMONS	472.50	
			MAR1873980	6/8/2023	22-3-00282-05, IN RE TYREE//	450.00	922.50
6/20/2023	0034723	HANEY INVESTIGATION SERV	HAN1873960	6/8/2023	22-1-00379-05, ST. V. HALTON	3,071.00	
			HAN1873962	6/8/2023	22-1-00247-05, ST. V. PETERS	1,281.00	4,352.00
6/20/2023	0039420	MUCKLEY, TIFFANY	MUC1873966	6/8/2023	MAY 2023-MILEAGE REIMBUF	227.94	227.94
6/20/2023	0041653	BRENT J ONEAL PHD &, ASSCONE	1873982	6/8/2023	20-1-00114-05, IN RE CALLOW	1,305.00	1,305.00
6/20/2023	0041836	OXFORD HOUSE LEIN	LIE1874022	6/8/2023	6/02/23-HOUSING FOR DC PA	550.00	550.00
6/20/2023	0046965	WARREN, MICHELLE	WAR1874024	6/8/2023	MAY 2023-MILEAGE REIMBUF	26.20	26.20
6/20/2023	0048696	BARGER, KENNETH	CCSC1	6/8/2023	5/19/23-23-3-00042-05, IN RE \	180.00	180.00
Sub total for U S BANK:							10,358.64

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Final Check List
CLALLAM COUNTY

Clerk

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0039094	AUE, CARLTON	PCR6014	6/8/2023	BLAKE LFO REFUND	520.00	
			C572426	6/8/2023	BLAKE LFO REFUND	350.00	
			C24496	6/8/2023	BLAKE LFO REFUND	250.00	1,120.00
6/20/2023	0048343	CASAD, BERRIT	CASADJUVYTR	6/8/2023	JUVENILE COURT TRAVEL	66.81	66.81
6/20/2023	0048739	HAWK, VICTORIA	3519-0005	6/8/2023	BLAKE LFO REFUND	1,257.00	1,257.00
6/20/2023	0033199	LEMAY MOBILE SHREDDING	4796001S185	6/8/2023	CLERK'S OFFICE SHRED	28.14	28.14
6/20/2023	0001179	PACIFIC OFFICE EQUIPMENT	1121929	6/8/2023	CLERK'S OFFICE SUPPLIES	278.76	
			1122637	6/8/2023	CLERK'S OFFICE CONTRACT	109.15	
			1122636	6/8/2023	CLERK'S OFFICE CONTRACT	100.88	488.79

Sub total for U S BANK:

2960.74

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Final Check List
CLALLAM COUNTY

Treasurer

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	6/20/2023	0000008	LEXIS NEXIS RISK MGMT INC 1382924-202303	6/7/2023	MONTHLY SUBSCRIPTION	115.43	115.43
	6/20/2023	0001179	PACIFIC OFFICE EQUIPMENT 1122678	6/7/2023	CANON COPIER CONTRACT	100.75	100.75
Sub total for U S BANK:							216.18

Veterans

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/8/2023	0000268	WAVE BUSINESS	WAVE 6/8/23	6/8/2023	VET CENTER PHONE	76.95	76.95
6/8/2023	0000753	PENINSULA HOUSING AUTHORD	5090 6/8/23	6/8/2023	RENT	304.00	304.00
6/8/2023	0001036	MURREYS OLYMPIC DISPOSAMDC	6/8/23	6/8/2023	VET CENTER RECYCLE	39.96	39.96
6/8/2023	0001179	PACIFIC OFFICE EQUIPMENT POE	6/8/23	6/8/2023	VET CENTER PRINTER	174.52	174.52
6/8/2023	0003792	JAMES & ASSOCIATES INC	AM0896 6/9/23	6/8/2023	RENT	853.00	853.00
6/8/2023	0020849	U S BANK	LP6817 6/8/23 V	6/8/2023	FOOD	150.00	
			LR0480 6/8/23 S	6/8/2023	FUEL	150.00	
			MB8950 6/8/23 V	6/8/2023	FOOD	150.00	
			RK3318 6/8/23 V	6/8/2023	FOOD	150.00	
			WR5264 6/8/23 :	6/8/2023	FUEL	150.00	
			DT6401 6/8/23 V	6/8/2023	FOOD	100.00	
			ES5021 6/8/23 V	6/8/2023	FOOD	100.00	
			LA5106 6/8/23 S	6/8/2023	FUEL	100.00	
			MJ3268 6/8/23 V	6/8/2023	FOOD	100.00	
			SD0379 6/8/23 V	6/8/2023	FOOD	100.00	1,250.00
Sub total for U S BANK:							2,698.43

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Final Check List
CLALLAM COUNTY

WSU Ext

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/20/2023	0000196	BILLS PLUMBING & SANIKAN	IS3660524	6/20/2023	BILLS PLUMBING & SANIKAN	175.00	175.00
6/20/2023	0000360	CLALLAM COUNTY ER&R	2023.163E	6/20/2023	CLALLAM COUNTY PUBLIC W	405.00	405.00
6/20/2023	0000546	EXPRESS SERVICES, INC	28993185	6/20/2023	EXPRESS SERVICES	1,651.73	1,651.73
6/20/2023	0001179	PACIFIC OFFICE EQUIPMENT	1122696	6/20/2023	PACIFIC OFFICE EQUIPMENT	521.30	521.30
6/20/2023	0001641	VERIZON WIRELESS	9935634773	6/20/2023	VERIZON	402.16	402.16
Sub total for U S BANK:							3,155.19



16
JUN 20 2023

Payroll Ending: 6/15/2023

Gross Earnings:	\$1,841,549.70
Benefits Paid:	\$900,213.51
Total Expenditures:	\$2,718,732.10

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 9th DAY OF June 2023

A handwritten signature in cursive script, reading "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

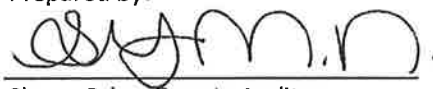
MIKE FRENCH

(County Administrator)

COPY

Payroll and Benefits Paid for 3 Payrolls: May 9, 2023					
Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employees Paid by Fund #	Total Expenditures
MONTHLY: May 2023					
General Fund	00100	760,731.59	291,690.01	125	1,052,421.60
Sheriff: Boating Safety/VRF	11003/04	31.19	5.52	1	36.71
Sheriff: OPNET	11008	7,739.44	2,537.82	2	10,277.26
HHS	11301	17,988.56	7,449.58	6	25,438.14
HHS-Homeless Task Force	11322	2,834.84	1,244.54	1	4,079.38
Chem Depend/Mental Health	11323	2,834.86	1,244.49	1	4,079.35
HHS-Dev Disabilities	11331	6,277.85	2,537.28	1	8,815.13
Law Library	11401	540.15	46.58	1	586.73
Auditor-Doc Preservation	12401	644.10	55.34	1	699.44
Noxious Weed Control	13001	4,702.88	2,362.01	1	7,064.89
American Rescue Plan Act	19961	13,980.85	2,146.76	2	16,127.61
HR Risk Management	50401	5,315.13	585.40	3	5,900.53
Wellness Benefit/Transit Passes	50601	389.13		2	389.13
MONTHLY TOTALS		824,010.57	311,905.33		1,135,915.90
SEMI-MONTHLY: 5/16-31/2023					
General Fund	00100	645,841.03	403,983.27	208	1,049,824.30
HHS	11301	21,194.15	13,169.31	10	34,363.46
Prosecutor-Local Crime Victim	11701	5,808.03	3,656.16	2	9,464.19
Treasurer- O&M	12201	1,354.72	1,027.59	1	2,382.31
Auditor-Doc Preservation	12401	2,223.03	1,732.45	2	3,955.48
Noxious Weed Control	13001	2,814.50	1,892.25	1	4,706.75
Veterans Relief	19914	5,033.74	3,554.32	2	8,588.06
Affordable Housing Sales Tax	19951	4,348.15	2,116.94	1	6,465.09
American Rescue Plan Act	19961	90,000.00	16,403.58	9	106,403.58
HR-Risk Management	50401	13,562.42	7,422.79	4	20,985.21
HR-Worker's Compensation	50501	1,744.55	867.29	2	2,611.84
Wellness Benefit/Transit Passes	50601	533.79		5	533.79
SM TOTALS		794,458.11	455,825.95		1,250,284.06
ROADS: 5/16-31/2023 TOTALS					
General Fund	00100	21,357.25	1,673.86	1	23,031.11
PW - Roads	10101	154,929.06	102,590.87	61	257,519.93
PW - Flood Control	10135	4,760.14	2,644.47	6	7,404.61
PW - Solid Waste	40201	1,540.05	844.92	4	2,384.97
Clallam Bay/Sekiu Sewer	41401	15,603.63	8,959.45	12	24,563.08
PW - Carlsborg Sewer M&O	42401	570.93	349.71	5	920.64
ER&R	50301	24,009.04	15,418.95	14	39,427.99
Wellness Benefit/Transit Passes	50601	310.92		2	310.92
ROADS TOTALS		223,081.02	132,482.23		332,532.14
TOTALS		\$1,841,549.70	\$900,213.51		\$2,718,732.10

Prepared by:



Sherry Price, Deputy Auditor

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06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 1

Fund Worked : 00100
Emps : 125

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	606,389.62	15,851.75	v	VACATION	27,399.05	880.38
s	SICK	25,983.44	608.79	h	HOLIDAY	22,926.85	520.87
o15s	OVERTIME X 1.5 - SHERIFF DEPT	20,981.76	336.50	o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	19,993.08	212.80
fh	FLOATING HOLIDAY	15,554.14	404.53	o15j	OVERTIME x 1.5 - JUV DETENTION	7,336.80	181.50
accred	ACCREDITATION PAY	2,314.15		bsba	BS/BA EDUCATION INCENTIVE	1,908.20	
ohjd	OT HOLIDAY - JUV DETENTION	1,838.49	42.00	aute	AUTO ALLOWANCE ELECTED	1,360.00	
aaas	AA/AS EDUCATION INCENTIVE	1,175.96		fl	FUNERAL LEAVE	1,138.78	30.50
detpay	DETECTIVE PAY	1,104.20		cu	COMP USED	683.09	17.40
auto	AUTO ALLOWANCE CONTRACTUAL	680.00		oc1	ON CALL SHIFT DAY	421.00	11.00
oc2	ON CALL NON-SHIFT DAY	344.46	3.00	oth	OVERTIME X 1.5 - HOURLY	266.56	20.50
phsm	PHONE STIPEND SMART PHONE	240.00		aspj	ACTING SUPERVISOR PAY JUVENILE	163.31	120.00
aspd	SHERIFF ACTING SUP PAY DEPUTY	162.32	80.00	wep	WEST END PAY	100.00	
asp	SHERIFF ACTING SUPERVISOR PAY	93.67	54.50	swa	SICK - WA PART-TIME	91.42	4.50
aspcs	SHERIFF ACTING SUPERVISOR PAY	61.24	32.00	phns	PHONE STIPEND	20.00	
				Totals:		760,731.59	19,412.52

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	70,957.64	socsec	SOCIAL SECURITY	45,200.48
pers2	PERS 2 RETIREMENT	25,724.45	401a	401A DEFERRED COMPENSATION	17,020.98
leoff2	LEOFF 2 RETIREMENT	14,897.69	medpre	HEALTH INSURANCE PRE TAX	11,424.42
icm457	ICMA DEFERRED COMP	11,234.42	medtx	MEDICARE TAX	10,571.16
psers	PSERS RETIREMENT	6,566.69	h457	MASSMUTUAL 457	6,551.30
fmlatx	WA Paid Family & Medical Leave	4,329.56	pers3	PERS 3 RETIREMENT	4,170.15
n457	NATIONWIDE 457	2,637.86	udteam	UNION DUES - TEAMSTERS	2,501.65
l&i	L&I - SELF INSURED	1,251.60	genpre	SUN LIFE PRE TAX	1,109.54
h457rt	ROTH-EMPOWER 457	1,000.00	aflpre	AFLAC PRE TAX	969.37
ltdshr	LTD - SHERIFF	804.62	udpd	UNION DUES - 1619 D	781.86
udmp	UNION DUES - 1619 MP	615.81	udps	UNION DUES - 1619 S	512.75
hr125	HEALTH REIMBURSEMENT	505.00	leofcu	LEOFF RETIREMENT CATCH UP	449.14
udcd	UNION DUES - 1619 CD C	432.25	colaft	COLONIAL LIFE INS. POST TAX	430.83
udlc	UNION DUES - 1619 LC	328.28	aflaft	AFLAC POST TAX	273.24
udcs	UNION DUES - 1619 CS	247.00	rth457	ROTH-ICMA DEFERRED COMP	241.86
dshs	DSHS CHILD SUPPORT	200.00	uw	UNITED WAY	135.00
colpre	COLONIAL LIFE INS. PRE TAX	81.58	wsatf	1619CD WSATF DUES	60.00
shrpcf	SHERIFF COFFEE FUND	43.00	shrind	SHERIFF EMPLOYEE FUND	21.00
garnfe	GARNISHMENT FEE	1.00			

Page: 1

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Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 2

Fund Worked : 00100
Emps : 125

Totals: 244,283.18

Benefit Code and Description	Amount
medpre HEALTH INSURANCE PRE TAX	131,973.34
pers2 PERS 2 RETIREMENT	39,551.63
401a 401A DEFERRED COMPENSATION	13,126.45
psers PSERS RETIREMENT	10,576.36
vebahr HRA VEBA	6,304.04
fmlatx WA Paid Family & Medical Leave	1,621.77
genpre SUN LIFE PRE TAX	292.00

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	45,224.27
l&i L&I - SELF INSURED	16,477.38
medtx MEDICARE TAX	10,576.72
leoff2 LEOFF 2 RETIREMENT	9,256.52
pers3 PERS 3 RETIREMENT	5,751.32
unemp UNEMPLOYMENT	679.14
leofcu LEOFF RETIREMENT CATCH UP	279.07

Totals: 291,690.01

Gross Earnings by Fund: 760,731.59 19,412.52

Total Fund Deductions: 244,283.18

Fund Net: 516,448.41

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Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 3

Fund Worked : 11004
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
o15s	OVERTIME X 1.5 - SHERIFF DEPT		31.19	0.50					
					Totals:			31.19	0.50
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
leoff2	LEOFF 2 RETIREMENT		2.66		fedtx	FEDERAL WITHHOLDING TAX		2.59	
socsec	SOCIAL SECURITY		1.92		n457	NATIONWIDE 457		1.39	
medtx	MEDICARE TAX		0.45		udpd	UNION DUES - 1619 D		0.26	
fmlatx	WA Paid Family & Medical Leave		0.18		ltdshr	LTD - SHERIFF		0.16	
l&i	L&I - SELF INSURED		0.04						
					Totals:			9.65	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
socsec	SOCIAL SECURITY		1.92		leoff2	LEOFF 2 RETIREMENT		1.65	
l&i	L&I - SELF INSURED		1.40		medtx	MEDICARE TAX		0.45	
fmlatx	WA Paid Family & Medical Leave		0.07		unemp	UNEMPLOYMENT		0.03	
					Totals:			5.52	
					Gross Earnings by Fund:			31.19	0.50
					Total Fund Deductions:			9.65	
					Fund Net:			21.54	

Page: 3

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Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 4

Fund Worked : 11008
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		5,195.01	170.50	v	VACATION		1,689.45	56.00
s	SICK		512.87	17.00	h	HOLIDAY		241.35	8.00
accred	ACCREDITATION PAY		55.51		cu	COMP USED		45.25	1.50
					Totals:			7,739.44	253.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		667.05	socsec	SOCIAL SECURITY		472.93		
pers2	PERS 2 RETIREMENT		356.58	medpre	HEALTH INSURANCE PRE TAX		111.60		
medtx	MEDICARE TAX		110.61	udlc	UNION DUES - 1619 LC		61.75		
fmlatx	WA Paid Family & Medical Leave		45.06	l&i	L&I - SELF INSURED		13.49		
shrfrnd	SHERIFF EMPLOYEE FUND		10.00	shrfcf	SHERIFF COFFEE FUND		5.00		
					Totals:		1,854.07		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		1,325.00	pers2	PERS 2 RETIREMENT		582.52		
socsec	SOCIAL SECURITY		472.93	medtx	MEDICARE TAX		110.61		
l&i	L&I - SELF INSURED		22.15	fmlatx	WA Paid Family & Medical Leave		16.87		
unemp	UNEMPLOYMENT		7.74						
					Totals:		2,537.82		
					Gross Earnings by Fund:		7,739.44		253.00
					Total Fund Deductions:		1,854.07		
					Fund Net:		5,885.37		

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 5

Fund Worked : 11301
Emps : 6

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		13,887.99	485.70	sc15	HHS SCANNING PROJ OT X 1.5		2,511.01	50.75
h	HOLIDAY		576.73	20.80	s	SICK		438.10	15.00
v	VACATION		269.06	10.50	fh	FLOATING HOLIDAY		193.65	6.40
cu	COMP USED		112.02	4.00					
					Totals:			17,988.56	593.15

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,624.02
pers2	PERS 2 RETIREMENT	764.53
medpre	HEALTH INSURANCE PRE TAX	577.83
medtx	MEDICARE TAX	252.13
pers3	PERS 3 RETIREMENT	180.68
l&i	L&I - SELF INSURED	39.60
aflpre	AFLAC PRE TAX	16.13
aflaft	AFLAC POST TAX	2.57

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	1,078.07
icm457	ICMA DEFERRED COMP	715.95
h457	MASSMUTUAL 457	448.89
udteam	UNION DUES - TEAMSTERS	212.10
fmlatx	WA Paid Family & Medical Leave	104.70
rth457	ROTH-ICMA DEFERRED COMP	22.12
colpre	COLONIAL LIFE INS. PRE TAX	6.54
Totals:		6,045.86

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	3,915.00
socsec	SOCIAL SECURITY	1,078.07
401a	401A DEFERRED COMPENSATION	262.46
medtx	MEDICARE TAX	252.13
unemp	UNEMPLOYMENT	18.00

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	1,248.97
pers3	PERS 3 RETIREMENT	375.45
l&i	L&I - SELF INSURED	260.29
fmlatx	WA Paid Family & Medical Leave	39.21
Totals:		7,449.58

Gross Earnings by Fund:	17,988.56	593.15
Total Fund Deductions:	6,045.86	
Fund Net:	11,942.70	

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 6

Fund Worked : 11322
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		2,578.50	85.50	h	HOLIDAY		120.63	4.00
s	SICK		90.47	3.00	v	VACATION		45.24	1.50
					Totals:			2,834.84	94.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		297.56	pers2	PERS 2 RETIREMENT		180.29		
socsec	SOCIAL SECURITY		170.74	icm457	ICMA DEFERRED COMP		113.40		
medpre	HEALTH INSURANCE PRE TAX		81.15	medtx	MEDICARE TAX		39.93		
udteam	UNION DUES - TEAMSTERS		34.01	fmlatx	WA Paid Family & Medical Leave		16.50		
l&i	L&I - SELF INSURED		6.77	Totals:			940.35		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		662.50	pers2	PERS 2 RETIREMENT		294.54		
socsec	SOCIAL SECURITY		170.74	401a	401A DEFERRED COMPENSATION		56.70		
medtx	MEDICARE TAX		39.93	l&i	L&I - SELF INSURED		11.11		
fmlatx	WA Paid Family & Medical Leave		6.18	unemp	UNEMPLOYMENT		2.84		
				Totals:			1,244.54		
				Gross Earnings by Fund:			2,834.84		94.00
				Total Fund Deductions:			940.35		
				Fund Net:			1,894.49		

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 7

Fund Worked : 11323
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		2,578.51	85.50	h	HOLIDAY		120.63	4.00
s	SICK		90.48	3.00	v	VACATION		45.24	1.50
					Totals:			2,834.86	94.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		297.55		pers2	PERS 2 RETIREMENT		180.30	
socsec	SOCIAL SECURITY		170.72		icm457	ICMA DEFERRED COMP		113.39	
medpre	HEALTH INSURANCE PRE TAX		81.15		medtx	MEDICARE TAX		39.93	
udteam	UNION DUES - TEAMSTERS		33.99		fmlatx	WA Paid Family & Medical Leave		16.50	
l&i	L&I - SELF INSURED		6.76		Totals:			940.29	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
medpre	HEALTH INSURANCE PRE TAX		662.50		pers2	PERS 2 RETIREMENT		294.54	
socsec	SOCIAL SECURITY		170.72		401a	401A DEFERRED COMPENSATION		56.69	
medtx	MEDICARE TAX		39.93		l&i	L&I - SELF INSURED		11.10	
fmlatx	WA Paid Family & Medical Leave		6.18		unemp	UNEMPLOYMENT		2.83	
					Totals:			1,244.49	
					Gross Earnings by Fund:			2,834.86	94.00
					Total Fund Deductions:			940.29	
					Fund Net:			1,894.57	

Page: 7

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 8

Fund Worked : 11331
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,367.20	128.00	v	VACATION		1,637.70	48.00
h	HOLIDAY		272.95	8.00					
					Totals:			6,277.85	184.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		645.99		h457	MASSMUTUAL 457		500.00	
pers2	PERS 2 RETIREMENT		399.27		socsec	SOCIAL SECURITY		375.13	
medpre	HEALTH INSURANCE PRE TAX		227.30		medtx	MEDICARE TAX		87.73	
udteam	UNION DUES - TEAMSTERS		77.00		fmlatx	WA Paid Family & Medical Leave		36.54	
l&i	L&I - SELF INSURED		10.13						
					Totals:			2,359.09	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
medpre	HEALTH INSURANCE PRE TAX		1,260.00		pers2	PERS 2 RETIREMENT		652.27	
socsec	SOCIAL SECURITY		375.13		401a	401A DEFERRED COMPENSATION		125.56	
medtx	MEDICARE TAX		87.73		l&i	L&I - SELF INSURED		16.63	
fmlatx	WA Paid Family & Medical Leave		13.68		unemp	UNEMPLOYMENT		6.28	
					Totals:			2,537.28	
					Gross Earnings by Fund:			6,277.85	184.00
					Total Fund Deductions:			2,359.09	
					Fund Net:			3,918.76	

Page: 8

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 9

Fund Worked : 11401
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		540.15	27.25					
					Totals:			540.15	27.25
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
socsec	SOCIAL SECURITY		33.49		fedtx	FEDERAL WITHHOLDING TAX		10.27	
medtx	MEDICARE TAX		7.83		fmlatx	WA Paid Family & Medical Leave		3.14	
l&i	L&I - SELF INSURED		2.16						
					Totals:			56.89	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
socsec	SOCIAL SECURITY		33.49		medtx	MEDICARE TAX		7.83	
l&i	L&I - SELF INSURED		3.54		fmlatx	WA Paid Family & Medical Leave		1.18	
unemp	UNEMPLOYMENT		0.54						
					Totals:			46.58	
					Gross Earnings by Fund:			540.15	27.25
					Total Fund Deductions:			56.89	
					Fund Net:			483.26	

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 10

Fund Worked : 12401
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		570.49	31.00	swa	SICK - WA PART-TIME		73.61	4.00
					Totals:			644.10	35.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
socsec	SOCIAL SECURITY		39.93		medtx	MEDICARE TAX		9.34	
fmlatx	WA Paid Family & Medical Leave		3.75		l&i	L&I - SELF INSURED		2.45	
					Totals:			55.47	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
socsec	SOCIAL SECURITY		39.93		medtx	MEDICARE TAX		9.34	
l&i	L&I - SELF INSURED		4.03		fmlatx	WA Paid Family & Medical Leave		1.40	
unemp	UNEMPLOYMENT		0.64						
					Totals:			55.34	
					Gross Earnings by Fund:			644.10	35.00
					Total Fund Deductions:			55.47	
					Fund Net:			588.63	

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 11

Fund Worked : 13001
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,294.48	173.50	h	HOLIDAY		247.52	10.00
s	SICK		160.88	6.50					
					Totals:			4,702.88	190.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		299.10	socsec	SOCIAL SECURITY		277.49		
medpre	HEALTH INSURANCE PRE TAX		227.30	fedtx	FEDERAL WITHHOLDING TAX		172.71		
401a	401A DEFERRED COMPENSATION		141.09	medtx	MEDICARE TAX		64.90		
udteam	UNION DUES - TEAMSTERS		56.00	fmlatx	WA Paid Family & Medical Leave		27.38		
l&i	L&I - SELF INSURED		13.72						
				Totals:			1,279.69		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		1,260.00	pers2	PERS 2 RETIREMENT		488.63		
socsec	SOCIAL SECURITY		277.49	l&i	L&I - SELF INSURED		161.98		
401a	401A DEFERRED COMPENSATION		94.06	medtx	MEDICARE TAX		64.90		
fmlatx	WA Paid Family & Medical Leave		10.25	unemp	UNEMPLOYMENT		4.70		
				Totals:			2,362.01		
				Gross Earnings by Fund:			4,702.88		190.00
				Total Fund Deductions:			1,279.69		
				Fund Net:			3,423.19		

Page: 11

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 12

Fund Worked : 19961
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
retbon	RETENTION BONUS		13,980.85						
					Totals:			13,980.85	
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		2,188.23		socsec	SOCIAL SECURITY		861.77	
pers2	PERS 2 RETIREMENT		636.00		medtx	MEDICARE TAX		201.54	
icm457	ICMA DEFERRED COMP		150.50		medpre	HEALTH INSURANCE PRE TAX		81.42	
fmlatx	WA Paid Family & Medical Leave		81.39		l&i	L&I - SELF INSURED		9.79	
					Totals:			4,210.64	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		1,039.00		socsec	SOCIAL SECURITY		861.77	
medtx	MEDICARE TAX		201.54		fmlatx	WA Paid Family & Medical Leave		30.47	
unemp	UNEMPLOYMENT		13.98						
					Totals:			2,146.76	
					Gross Earnings by Fund:			13,980.85	0.00
					Total Fund Deductions:			4,210.64	
					Fund Net:			9,770.21	

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 13

Fund Worked : 50401
Emps : 3

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	5,315.13	162.00				
				Totals:		5,315.13	162.00
Deduction Code and Description		Amount		Deduction Code and Description		Amount	
fedtx	FEDERAL WITHHOLDING TAX	507.22		socsec	SOCIAL SECURITY	329.54	
medtx	MEDICARE TAX	77.07		fmlatx	WA Paid Family & Medical Leave	30.94	
l&i	L&I - SELF INSURED	12.82					
				Totals:		957.59	
Benefit Code and Description		Amount		Benefit Code and Description		Amount	
socsec	SOCIAL SECURITY	329.54		l&i	L&I - SELF INSURED	161.89	
medtx	MEDICARE TAX	77.07		fmlatx	WA Paid Family & Medical Leave	11.58	
unemp	UNEMPLOYMENT	5.32					
				Totals:		585.40	
				Gross Earnings by Fund:		5,315.13	162.00
				Total Fund Deductions:		957.59	
				Fund Net:		4,357.54	

Page: 13

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 14

Fund Worked : 50601
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
well	WELLNESS INCENTIVE		389.13	857.12					
					Totals:			389.13	857.12
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		27.86		pers2	PERS 2 RETIREMENT		24.05	
socsec	SOCIAL SECURITY		23.79		n457	NATIONWIDE 457		12.62	
401a	401A DEFERRED COMPENSATION		9.73		h457	MASSMUTUAL 457		7.31	
medtx	MEDICARE TAX		5.56		medpre	HEALTH INSURANCE PRE TAX		5.49	
fmilatx	WA Paid Family & Medical Leave		2.26		udteam	UNION DUES - TEAMSTERS		2.25	
udmp	UNION DUES - 1619 MP		1.69		icm457	ICMA DEFERRED COMP		0.73	
l&i	L&I - SELF INSURED		0.70		colaft	COLONIAL LIFE INS. POST TAX		0.59	
					Totals:			124.63	
					Gross Earnings by Fund:			389.13	857.12
					Total Fund Deductions:			124.63	
					Fund Net:			264.50	

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 15

Fund Worked : 65101
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		8,575.21	200.00					
					Totals:			8,575.21	200.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fd1457	DRS 457 DEFERRED COMP FIRE 1		700.00		leoff2	LEOFF 2 RETIREMENT		629.11	
fedtx	FEDERAL WITHHOLDING TAX		540.87		medtx	MEDICARE TAX		124.34	
socsec	SOCIAL SECURITY		74.40		l&i1	L&I - FIRE 1		69.36	
fmlf1	WA Paid Family & Medical Leave		49.92						
					Totals:			2,188.00	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
leoff2	LEOFF 2 RETIREMENT		390.89		medtx	MEDICARE TAX		124.34	
socsec	SOCIAL SECURITY		74.40						
					Totals:			589.63	
					Gross Earnings by Fund:			8,575.21	200.00
					Total Fund Deductions:			2,188.00	
					Fund Net:			6,387.21	

Page: 15

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 16

Fund Worked : 65151
Emps : 11

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		9,485.59	200.00					
					Totals:			9,485.59	200.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		832.51		socsec	SOCIAL SECURITY		588.12	
medtx	MEDICARE TAX		137.56		fmlf5	WA Paid Family & Medical Leave		55.24	
					Totals:			1,613.43	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
socsec	SOCIAL SECURITY		588.12		medtx	MEDICARE TAX		137.56	
					Totals:			725.68	
					Gross Earnings by Fund:			9,485.59	200.00
					Total Fund Deductions:			1,613.43	
					Fund Net:			7,872.16	

Page: 16

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 17

Fund Worked : 65161
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r REGULAR			267.58	17.00					
					Totals:			267.58	17.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
socsec	SOCIAL SECURITY		16.59		medtx	MEDICARE TAX		3.88	
fmlf6	WA Paid Family & Medical Leave		1.56						
					Totals:			22.03	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
socsec	SOCIAL SECURITY		16.59		medtx	MEDICARE TAX		3.88	
					Totals:			20.47	
					Gross Earnings by Fund:			267.58	17.00
					Total Fund Deductions:			22.03	
					Fund Net:			245.55	

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 18

Fund Worked : 65171
Emps : 14

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	14,710.23	324.75				
				Totals:	14,710.23	324.75	
Deduction Code and Description		Amount		Deduction Code and Description		Amount	
fedtx	FEDERAL WITHHOLDING TAX	1,028.06		leof#4	LEOFF 2 RETIREMENT FIRE 4	782.97	
socsec	SOCIAL SECURITY	342.95		medtx	MEDICARE TAX	213.32	
fmlf4	WA Paid Family & Medical Leave	85.64		l&if4	L&I - FIRE 4	81.55	
				Totals:	2,534.49		
Benefit Code and Description		Amount		Benefit Code and Description		Amount	
leof#4	LEOFF 2 RETIREMENT FIRE 4	486.49		socsec	SOCIAL SECURITY	342.95	
medtx	MEDICARE TAX	213.32					
				Totals:	1,042.76		
				Gross Earnings by Fund:	14,710.23	324.75	
				Total Fund Deductions:	2,534.49		
				Fund Net:	12,175.74		

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 19

Fund Worked : 67101
Emps : 3

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		6,311.00	278.50	ott	OVERTIME - TAXING DIST		1,328.25	38.50
					Totals:			7,639.25	317.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		687.74		socsec	SOCIAL SECURITY		473.64	
pers2	PERS 2 RETIREMENT		353.63		medtx	MEDICARE TAX		110.77	
l&iagn	L&I - AGNEW		90.43						
					Totals:			1,716.21	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		577.71		socsec	SOCIAL SECURITY		473.64	
medtx	MEDICARE TAX		110.77		fmlagn	WA Paid Family & Medical Leave		44.47	
					Totals:			1,206.59	
					Gross Earnings by Fund:			7,639.25	317.00
					Total Fund Deductions:			1,716.21	
					Fund Net:			5,923.04	

Page: 19

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 20

Fund Worked : 67121
Emps : 3

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		2,365.00	60.00					
					Totals:			2,365.00	60.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
socsec	SOCIAL SECURITY		146.64		medtx	MEDICARE TAX		34.29	
fmlcln	WA Paid Family & Medical Leave		13.76						
					Totals:			194.69	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
socsec	SOCIAL SECURITY		146.64		medtx	MEDICARE TAX		34.29	
					Totals:			180.93	
					Gross Earnings by Fund:			2,365.00	60.00
					Total Fund Deductions:			194.69	
					Fund Net:			2,170.31	

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 21

Fund Worked : 67141
Emps : 3

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		7,486.00	310.00					
					Totals:			7,486.00	310.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		602.37		socsec	SOCIAL SECURITY		464.13	
pers2h	PERS 2 RETIREMENT - HIGHLAND		303.75		medtx	MEDICARE TAX		108.55	
l&ihig	L&I - HIGHLAND IRRIGATION		90.05		fmlhig	WA Paid Family & Medical Leave		43.57	
					Totals:			1,612.42	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2h	PERS 2 RETIREMENT - HIGHLAND		496.23		socsec	SOCIAL SECURITY		464.13	
medtx	MEDICARE TAX		108.55						
					Totals:			1,068.91	
					Gross Earnings by Fund:			7,486.00	310.00
					Total Fund Deductions:			1,612.42	
					Fund Net:			5,873.58	

Page: 21

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 22

Fund Worked : 67701
Emps : 4

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		7,029.00	298.75					
					Totals:			7,029.00	298.75
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
socsec	SOCIAL SECURITY		435.80		fedtx	FEDERAL WITHHOLDING TAX		113.58	
medtx	MEDICARE TAX		101.92		fmlbld	WA Paid Family & Medical Leave		40.91	
					Totals:			692.21	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
socsec	SOCIAL SECURITY		435.80		medtx	MEDICARE TAX		101.92	
					Totals:			537.72	
					Gross Earnings by Fund:			7,029.00	298.75
					Total Fund Deductions:			692.21	
					Fund Net:			6,336.79	

Page: 22

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 23

Fund Worked : 67731
Emps : 9

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		39,757.78	1,258.25	bhu	BENEFIT HOURS USED - TAX DIST		2,232.64	72.00
ott	OVERTIME - TAXING DIST		1,086.00	21.50					
					Totals:			43,076.42	1,351.75
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		3,022.74		pers2s	PERS 2 RETIREMENT - SUNLAND		2,672.49	
socsec	SOCIAL SECURITY		2,670.72		medtx	MEDICARE TAX		624.60	
medsun	HEALTH INSURANCE SUNLAND		430.16		fmlsun	WA Paid Family & Medical Leave		250.74	
l&isun	L&I - SUNLAND		243.63						
					Totals:			9,915.08	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
medsun	HEALTH INSURANCE SUNLAND		11,472.64		pers2s	PERS 2 RETIREMENT - SUNLAND		4,365.94	
socsec	SOCIAL SECURITY		2,670.72		medtx	MEDICARE TAX		624.60	
					Totals:			19,133.90	
					Gross Earnings by Fund:			43,076.42	1,351.75
					Total Fund Deductions:			9,915.08	
					Fund Net:			33,161.34	

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 24

Fund Worked : - Totals -
Emps : 189

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		741,704.47	20,147.95	v	VACATION		31,085.74	997.88
s	SICK		27,276.24	653.29	h	HOLIDAY		24,506.66	575.67
o15s	OVERTIME X 1.5 - SHERIFF DEPT		21,012.95	337.00	o25v	OT X 2.5 - CORR VOLUNTEER/SHRF		19,993.08	212.80
fh	FLOATING HOLIDAY		15,747.79	410.93	retbon	RETENTION BONUS		13,980.85	
o15j	OVERTIME x 1.5 - JUV DETENTION		7,336.80	181.50	sc15	HHS SCANNING PROJ OT X 1.5		2,511.01	50.75
ott	OVERTIME - TAXING DIST		2,414.25	60.00	accred	ACCREDITATION PAY		2,369.66	
bhu	BENEFIT HOURS USED - TAX DIST		2,232.64	72.00	bsba	BS/BA EDUCATION INCENTIVE		1,908.20	
ohjd	OT HOLIDAY - JUV DETENTION		1,838.49	42.00	aute	AUTO ALLOWANCE ELECTED		1,360.00	
aaas	AAAS EDUCATION INCENTIVE		1,175.96		fl	FUNERAL LEAVE		1,138.78	30.50
detpay	DETECTIVE PAY		1,104.20		cu	COMP USED		840.36	22.90
auto	AUTO ALLOWANCE CONTRACTUAL		680.00		oc1	ON CALL SHIFT DAY		421.00	11.00
well	WELLNESS INCENTIVE		389.13	857.12	oc2	ON CALL NON-SHIFT DAY		344.46	3.00
oth	OVERTIME X 1.5 - HOURLY		266.56	20.50	phsm	PHONE STIPEND SMART PHONE		240.00	
swa	SICK - WA PART-TIME		165.03	8.50	aspj	ACTING SUPERVISOR PAY JUVENILE		163.31	120.00
aspd	SHERIFF ACTING SUP PAY DEPUTY		162.32	80.00	wep	WEST END PAY		100.00	
asp	SHERIFF ACTING SUPERVISOR PAY		93.67	54.50	aspcs	SHERIFF ACTING SUPERVISOR PAY		61.24	32.00
phns	PHONE STIPEND		20.00						
					Totals:			924,644.85	24,981.79

Deduction Code and Description			Amount	Deduction Code and Description			Amount
fedtx	FEDERAL WITHHOLDING TAX		84,226.56	socsec	SOCIAL SECURITY		54,248.99
pers2	PERS 2 RETIREMENT		28,918.20	401a	401A DEFERRED COMPENSATION		17,171.80
leoff2	LEOFF 2 RETIREMENT		15,529.46	medtx	MEDICARE TAX		12,927.41
medpre	HEALTH INSURANCE PRE TAX		12,817.66	icm457	ICMA DEFERRED COMP		12,328.39
h457	MASSMUTUAL 457		7,507.50	psers	PSERS RETIREMENT		6,566.69
fmlatx	WA Paid Family & Medical Leave		4,697.90	pers3	PERS 3 RETIREMENT		4,350.83
udteam	UNION DUES - TEAMSTERS		2,917.00	pers2s	PERS 2 RETIREMENT - SUNLAND		2,672.49
n457	NATIONWIDE 457		2,651.87	l&i	L&I - SELF INSURED		1,370.03
genpre	SUN LIFE PRE TAX		1,109.54	h457rt	ROTH-EMPOWER 457		1,000.00
aflpre	AFLAC PRE TAX		985.50	ltdshr	LTD - SHERIFF		804.78
leof#4	LEOFF 2 RETIREMENT FIRE 4		782.97	udpd	UNION DUES - 1619 D		782.12
fd1457	DRS 457 DEFERRED COMP FIRE 1		700.00	udmp	UNION DUES - 1619 MP		617.50
udps	UNION DUES - 1619 S		512.75	hr125	HEALTH REIMBURSEMENT		505.00
leofcu	LEOFF RETIREMENT CATCH UP		449.14	udcd	UNION DUES - 1619 CD C		432.25
colaft	COLONIAL LIFE INS. POST TAX		431.42	medsun	HEALTH INSURANCE SUNLAND		430.16
udlc	UNION DUES - 1619 LC		390.03	pers2h	PERS 2 RETIREMENT - HIGHLAND		303.75
aflaft	AFLAC POST TAX		275.81	rth457	ROTH-ICMA DEFERRED COMP		263.98

Page: 24

pyLDFnd
06/07/2023 4:07:42PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2023 to 05/31/2023-1 Cycle m

Page: 25

Fund Worked : - Totals -
Emps : 189

Deduction Code and Description		Amount
fmlsun	WA Paid Family & Medical Leave	250.74
l&isun	L&I - SUNLAND	243.63
uw	UNITED WAY	135.00
l&ihig	L&I - HIGHLAND IRRIGATION	90.05
fmlf4	WA Paid Family & Medical Leave	85.64
l&i1	L&I - FIRE 1	69.36
fmlf5	WA Paid Family & Medical Leave	55.24
shrfcf	SHERIFF COFFEE FUND	48.00
fmlbld	WA Paid Family & Medical Leave	40.91
fmlcln	WA Paid Family & Medical Leave	13.76
garnfe	GARNISHMENT FEE	1.00

Deduction Code and Description		Amount
udcs	UNION DUES - 1619 CS	247.00
dshs	DSHS CHILD SUPPORT	200.00
l&iagn	L&I - AGNEW	90.43
colpre	COLONIAL LIFE INS. PRE TAX	88.12
l&if4	L&I - FIRE 4	81.55
wsatf	1619CD WSATF DUES	60.00
fmlf1	WA Paid Family & Medical Leave	49.92
fmlhig	WA Paid Family & Medical Leave	43.57
shrfnd	SHERIFF EMPLOYEE FUND	31.00
fmlf6	WA Paid Family & Medical Leave	1.56

Totals: 283,605.96

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	141,058.34
pers2	PERS 2 RETIREMENT	44,729.81
401a	401A DEFERRED COMPENSATION	13,721.92
medsun	HEALTH INSURANCE SUNLAND	11,472.64
leoff2	LEOFF 2 RETIREMENT	9,649.06
pers3	PERS 3 RETIREMENT	6,126.77
fmlatx	WA Paid Family & Medical Leave	1,758.84
pers2h	PERS 2 RETIREMENT - HIGHLAND	496.23
genpre	SUN LIFE PRE TAX	292.00
fmlagn	WA Paid Family & Medical Leave	44.47

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	54,248.99
l&i	L&I - SELF INSURED	17,131.50
medtx	MEDICARE TAX	12,927.41
psers	PSERS RETIREMENT	10,576.36
vebahr	HRA VEB	6,304.04
pers2s	PERS 2 RETIREMENT - SUNLAND	4,365.94
unemp	UNEMPLOYMENT	742.04
leof#4	LEOFF 2 RETIREMENT FIRE 4	486.49
leofcu	LEOFF RETIREMENT CATCH UP	279.07

Totals: 336,411.92

Grand Total Gross Earnings: 924,644.85 24,981.79

Grand Total Deductions: 283,605.96

Grand Total Net: 641,038.89

Page: 25

pyLDFnd
06/07/2023 12:08:06PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle sc

Page: 1

Fund Worked : 00100
Emps : 208

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	520,376.54	16,279.78	h	HOLIDAY	42,691.71	1,327.39
v	VACATION	21,481.67	655.62	s	SICK	16,482.12	564.92
fh	FLOATING HOLIDAY	14,441.57	481.00	o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	5,890.64	75.00
o15s	OVERTIME X 1.5 - SHERIFF DEPT	5,146.52	99.90	sc15	HHS SCANNING PROJ OT X 1.5	4,048.74	105.25
o15j	OVERTIME x 1.5 - JUV DETENTION	2,055.91	58.00	vp	VACATION PAYOFF	1,839.13	82.53
oth	OVERTIME X 1.5 - HOURLY	1,813.66	149.50	cu	COMP USED	1,800.86	59.44
accred	ACCREDITATION PAY	1,167.08		ohjd	OT HOLIDAY - JUV DETENTION	1,056.88	30.00
stby	STANDBY PAY	949.12	25.00	fl	FUNERAL LEAVE	866.77	14.80
auto	AUTO ALLOWANCE CONTRACTUAL	850.00		aute	AUTO ALLOWANCE ELECTED	680.00	
bsba	BS/BA EDUCATION INCENTIVE	459.84		uapr	URINE ANALYSIS PREMIUM	325.25	
spt	SICK PAYOFF - TERMINATION 10%	256.08	114.53	mil	MILITARY LEAVE	216.97	8.00
phsm	PHONE STIPEND SMART PHONE	200.00		adml	ADMINISTRATIVE LEAVE PAID	168.17	7.50
aspj	ACTING SUPERVISOR PAY JUVENILE	114.94	84.00	detpay	DETECTIVE PAY	100.92	
asp	SHERIFF ACTING SUPERVISOR PAY	98.50	62.00	oc2	ON CALL NON-SHIFT DAY	94.65	1.00
aaas	AA/AS EDUCATION INCENTIVE	58.04		phns	PHONE STIPEND	50.00	
oc1	ON CALL SHIFT DAY	31.55	1.00	fto	FTO PREMIUM	27.20	16.00
				Totals:		645,841.03	20,302.16

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	51,967.67	socsec	SOCIAL SECURITY	37,346.52
medpre	HEALTH INSURANCE PRE TAX	33,179.09	pers2	PERS 2 RETIREMENT	29,017.16
icm457	ICMA DEFERRED COMP	12,782.36	401a	401A DEFERRED COMPENSATION	12,621.04
medtx	MEDICARE TAX	8,734.40	leoff2	LEOFF 2 RETIREMENT	4,894.07
psers	PSERS RETIREMENT	4,331.45	fmlatx	WA Paid Family & Medical Leave	3,734.72
pers3	PERS 3 RETIREMENT	3,650.35	udteam	UNION DUES - TEAMSTERS	3,182.25
rth457	ROTH-ICMA DEFERRED COMP	2,463.21	genpre	SUN LIFE PRE TAX	1,963.73
aflpre	AFLAC PRE TAX	1,754.14	n457	NATIONWIDE 457	1,487.50
l&i	L&I - SELF INSURED	1,253.69	h457	MASSMUTUAL 457	1,217.44
hr125	HEALTH REIMBURSEMENT	908.33	dc125	DEPENDENT CARE	833.32
dshsca	DSHS CHILD SUPPORT CALIFORNIA	750.00	ltdshr	LTD - SHERIFF	670.65
dshs	DSHS CHILD SUPPORT	637.38	udpd	UNION DUES - 1619 D	519.82
pers1	PERS 1 RETIREMENT	462.67	evggar	EVERGREEN FIN GARNISHMENT	371.67
udcd	UNION DUES - 1619 CD C	370.56	udmp	UNION DUES - 1619 MP	370.03
udlc	UNION DUES - 1619 LC	367.63	udtint	TEAMSTERS INIT FEE or ADJ	300.00
colaft	COLONIAL LIFE INS. POST TAX	279.25	aflaft	AFLAC POST TAX	248.78
uw	UNITED WAY	85.00	colpre	COLONIAL LIFE INS. PRE TAX	74.31
udps	UNION DUES - 1619 S	36.63	udcs	UNION DUES - 1619 CS	30.88

Page: 1

pyLDFnd
06/07/2023 12:08:06PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle sc

Page: 2

Fund Worked : 00100
Emps : 208

Deduction Code and Description	Amount
gamfe GARNISHMENT FEE	21.00
shrfnd SHERIFF EMPLOYEE FUND	11.80

Deduction Code and Description	Amount
shrfcf SHERIFF COFFEE FUND	15.00
Totals:	222,945.50

Benefit Code and Description	Amount
medpre HEALTH INSURANCE PRE TAX	260,027.87
socsec SOCIAL SECURITY	37,372.16
l&i L&I - SELF INSURED	10,968.97
medtx MEDICARE TAX	8,740.39
pers3 PERS 3 RETIREMENT	5,607.25
fmlatx WA Paid Family & Medical Leave	1,399.33
unemp UNEMPLOYMENT	612.38

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	46,672.70
401a 401A DEFERRED COMPENSATION	11,826.67
vebahr HRA VEBA	9,362.45
psers PSERS RETIREMENT	6,976.22
leoff2 LEOFF 2 RETIREMENT	3,040.88
pers1 PERS 1 RETIREMENT	801.20
genpre SUN LIFE PRE TAX	574.80
Totals:	403,983.27

Gross Earnings by Fund:	645,841.03	20,302.16
Total Fund Deductions:	222,945.50	
Fund Net:	422,895.53	

pyLDFnd
06/07/2023 12:08:06PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle sc

Page: 3

Fund Worked : 11301
Emps : 10

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		13,826.41	496.00	s	SICK		2,337.35	75.75
sc15	HHS SCANNING PROJ OT X 1.5		2,138.48	53.25	h	HOLIDAY		1,571.45	56.00
fh	FLOATING HOLIDAY		610.49	24.00	v	VACATION		489.31	17.75
cu	COMP USED		216.39	6.50	oth	OVERTIME X 1.5 - HOURLY		4.27	0.25
					Totals:			21,194.15	729.50

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	2,135.68
socsec	SOCIAL SECURITY	1,236.02
401a	401A DEFERRED COMPENSATION	342.33
udteam	UNION DUES - TEAMSTERS	179.91
aflpre	AFLAC PRE TAX	117.91
l&i	L&I - SELF INSURED	36.64
h457	MASSMUTUAL 457	24.76
hr125	HEALTH REIMBURSEMENT	12.11

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	1,347.95
medpre	HEALTH INSURANCE PRE TAX	1,128.19
medtx	MEDICARE TAX	289.08
fm latx	WA Paid Family & Medical Leave	123.36
icm457	ICMA DEFERRED COMP	63.51
aflaft	AFLAC POST TAX	36.40
rth457	ROTH-ICMA DEFERRED COMP	23.22
Totals:		7,097.07

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	8,820.00
socsec	SOCIAL SECURITY	1,236.02
medtx	MEDICARE TAX	289.08
fm latx	WA Paid Family & Medical Leave	46.18

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	2,202.07
401a	401A DEFERRED COMPENSATION	312.79
l&i	L&I - SELF INSURED	241.95
unemp	UNEMPLOYMENT	21.22
Totals:		13,169.31

Gross Earnings by Fund:	21,194.15	729.50
Total Fund Deductions:	7,097.07	
Fund Net:	14,097.08	

pyLDFnd
06/07/2023 12:08:06PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle sc

Page: 4

Fund Worked : 11701
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,736.07	159.50	h	HOLIDAY		476.92	16.00
v	VACATION		386.39	12.50	s	SICK		185.47	6.00
oth	OVERTIME X 1.5 - HOURLY		23.18	1.50					
					Totals:			5,808.03	195.50
Deduction Code and Description			Amount				Amount		
fedtx	FEDERAL WITHHOLDING TAX		404.97		pers2	PERS 2 RETIREMENT	363.94		
socsec	SOCIAL SECURITY		346.01		medpre	HEALTH INSURANCE PRE TAX	227.30		
401a	401A DEFERRED COMPENSATION		144.96		medtx	MEDICARE TAX	80.92		
udteam	UNION DUES - TEAMSTERS		66.52		fmlatx	WA Paid Family & Medical Leave	33.81		
l&i	L&I - SELF INSURED		12.46		Totals:			1,680.89	
Benefit Code and Description			Amount				Amount		
medpre	HEALTH INSURANCE PRE TAX		2,520.00		pers2	PERS 2 RETIREMENT	603.45		
socsec	SOCIAL SECURITY		351.47		medtx	MEDICARE TAX	82.20		
401a	401A DEFERRED COMPENSATION		59.66		l&i	L&I - SELF INSURED	20.72		
fmlatx	WA Paid Family & Medical Leave		12.85		unemp	UNEMPLOYMENT	5.81		
					Totals:			3,656.16	
					Gross Earnings by Fund:			5,808.03	195.50
					Total Fund Deductions:			1,680.89	
					Fund Net:			4,127.14	

Page: 4

pyLDFnd
06/07/2023 12:08:06PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle sc

Page: 5

Fund Worked : 12201
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,130.82	48.00	h	HOLIDAY		113.08	4.80
s	SICK		110.82	4.70					
					Totals:			1,354.72	57.50
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		140.68		medpre	HEALTH INSURANCE PRE TAX		136.38	
pers2	PERS 2 RETIREMENT		86.16		socsec	SOCIAL SECURITY		75.55	
401a	401A DEFERRED COMPENSATION		67.73		medtx	MEDICARE TAX		17.67	
udteam	UNION DUES - TEAMSTERS		15.90		fmlatx	WA Paid Family & Medical Leave		7.89	
l&i	L&I - SELF INSURED		3.80		Totals:			551.76	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
medpre	HEALTH INSURANCE PRE TAX		755.99		pers2	PERS 2 RETIREMENT		140.75	
socsec	SOCIAL SECURITY		75.55		401a	401A DEFERRED COMPENSATION		27.10	
medtx	MEDICARE TAX		17.67		l&i	L&I - SELF INSURED		6.23	
fmlatx	WA Paid Family & Medical Leave		2.95		unemp	UNEMPLOYMENT		1.35	
					Totals:			1,027.59	
					Gross Earnings by Fund:			1,354.72	57.50
					Total Fund Deductions:			551.76	
					Fund Net:			802.96	

pyLDFnd
06/07/2023 12:08:06PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle sc

Page: 6

Fund Worked : 12401
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,783.31	79.56	v	VACATION		241.26	8.00
h	HOLIDAY		185.26	8.00	s	SICK		11.31	0.38
cu	COMP USED		1.89	0.06					
					Totals:			2,223.03	96.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		202.29	pers2	PERS 2 RETIREMENT		141.38		
fedtx	FEDERAL WITHHOLDING TAX		135.21	socsec	SOCIAL SECURITY		125.28		
401a	401A DEFERRED COMPENSATION		44.98	medtx	MEDICARE TAX		29.29		
udteam	UNION DUES - TEAMSTERS		26.11	icm457	ICMA DEFERRED COMP		25.00		
fmlatx	WA Paid Family & Medical Leave		12.95	l&i	L&I - SELF INSURED		6.32		
				Totals:			748.81		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		1,285.00	pers2	PERS 2 RETIREMENT		230.96		
socsec	SOCIAL SECURITY		125.28	401a	401A DEFERRED COMPENSATION		44.46		
medtx	MEDICARE TAX		29.29	l&i	L&I - SELF INSURED		10.38		
fmlatx	WA Paid Family & Medical Leave		4.86	unemp	UNEMPLOYMENT		2.22		
				Totals:			1,732.45		
				Gross Earnings by Fund:			2,223.03	96.00	
				Total Fund Deductions:			748.81		
				Fund Net:			1,474.22		

Page: 6

pyLDFnd
06/07/2023 12:08:06PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle sc

Page: 7

Fund Worked : 13001
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		2,569.22	104.75	h	HOLIDAY		245.28	10.00
					Totals:			2,814.50	114.75
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
medpre	HEALTH INSURANCE PRE TAX		201.60		fedtx	FEDERAL WITHHOLDING TAX		196.76	
pers2	PERS 2 RETIREMENT		179.00		socsec	SOCIAL SECURITY		162.00	
401a	401A DEFERRED COMPENSATION		140.73		medtx	MEDICARE TAX		37.89	
udmp	UNION DUES - 1619 MP		30.88		fmlatx	WA Paid Family & Medical Leave		16.38	
l&i	L&I - SELF INSURED		6.33		Totals:			971.57	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
medpre	HEALTH INSURANCE PRE TAX		1,235.00		pers2	PERS 2 RETIREMENT		292.43	
socsec	SOCIAL SECURITY		162.00		l&i	L&I - SELF INSURED		74.69	
401a	401A DEFERRED COMPENSATION		56.29		medtx	MEDICARE TAX		37.89	
vebahr	HRA VEBA		25.00		fmlatx	WA Paid Family & Medical Leave		6.13	
unemp	UNEMPLOYMENT		2.82		Totals:			1,892.25	
					Gross Earnings by Fund:			2,814.50	114.75
					Total Fund Deductions:			971.57	
					Fund Net:			1,842.93	

Page: 7

pyLDFnd
06/07/2023 12:08:06PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle sc

Page: 8

Fund Worked : 19914
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		2,276.57	73.50	v	VACATION		1,623.76	64.00
fh	FLOATING HOLIDAY		722.59	24.00	h	HOLIDAY		410.82	14.40
					Totals:			5,033.74	176.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		322.69		pers2	PERS 2 RETIREMENT		320.15	
socsec	SOCIAL SECURITY		312.09		401a	401A DEFERRED COMPENSATION		202.98	
medtx	MEDICARE TAX		72.99		udteam	UNION DUES - TEAMSTERS		65.00	
fmlatx	WA Paid Family & Medical Leave		29.30		l&i	L&I - SELF INSURED		5.83	
					Totals:			1,331.03	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
medpre	HEALTH INSURANCE PRE TAX		2,520.00		pers2	PERS 2 RETIREMENT		523.00	
socsec	SOCIAL SECURITY		312.09		401a	401A DEFERRED COMPENSATION		100.67	
medtx	MEDICARE TAX		72.99		fmlatx	WA Paid Family & Medical Leave		10.97	
l&i	L&I - SELF INSURED		9.56		unemp	UNEMPLOYMENT		5.04	
					Totals:			3,554.32	
					Gross Earnings by Fund:			5,033.74	176.00
					Total Fund Deductions:			1,331.03	
					Fund Net:			3,702.71	

pyLDFnd
06/07/2023 12:08:06PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle sc

Page: 9

Fund Worked : 19951
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		3,133.62	72.00	s	SICK		696.36	16.00
h	HOLIDAY		348.17	8.00	auto	AUTO ALLOWANCE CONTRACTUAL		170.00	
					Totals:			4,348.15	96.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		500.85	medpre	HEALTH INSURANCE PRE TAX		301.60		
pers2	PERS 2 RETIREMENT		265.73	socsec	SOCIAL SECURITY		247.37		
401a	401A DEFERRED COMPENSATION		208.91	medtx	MEDICARE TAX		57.85		
genpre	SUN LIFE PRE TAX		56.76	fmlatx	WA Paid Family & Medical Leave		25.31		
l&i	L&I - SELF INSURED		6.33	Totals:			1,670.71		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		1,135.00	pers2	PERS 2 RETIREMENT		434.11		
socsec	SOCIAL SECURITY		247.37	vebahr	HRA VEBA		125.00		
401a	401A DEFERRED COMPENSATION		83.56	medtx	MEDICARE TAX		57.85		
l&i	L&I - SELF INSURED		10.39	genpre	SUN LIFE PRE TAX		10.00		
fmlatx	WA Paid Family & Medical Leave		9.48	unemp	UNEMPLOYMENT		4.18		
				Totals:			2,116.94		
				Gross Earnings by Fund:			4,348.15		96.00
				Total Fund Deductions:			1,670.71		
				Fund Net:			2,677.44		

pyLDFnd
06/07/2023 12:08:06PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle sc

Page: 10

Fund Worked : 19961
Emps : 9

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
retbon	RETENTION BONUS		90,000.00						
					Totals:			90,000.00	
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		13,923.17		icm457	ICMA DEFERRED COMP		6,707.12	
socsec	SOCIAL SECURITY		5,483.88		pers2	PERS 2 RETIREMENT		5,088.00	
medpre	HEALTH INSURANCE PRE TAX		1,364.47		medtx	MEDICARE TAX		1,282.52	
pers3	PERS 3 RETIREMENT		750.00		401a	401A DEFERRED COMPENSATION		539.82	
fmlatx	WA Paid Family & Medical Leave		523.89		genpre	SUN LIFE PRE TAX		104.32	
rth457	ROTH-ICMA DEFERRED COMP		72.66		udteam	UNION DUES - TEAMSTERS		57.12	
aflpre	AFLAC PRE TAX		43.70		hr125	HEALTH REIMBURSEMENT		37.89	
l&i	L&I - SELF INSURED		37.18		aflaft	AFLAC POST TAX		6.75	
					Totals:			36,022.49	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		8,312.00		socsec	SOCIAL SECURITY		5,483.88	
medtx	MEDICARE TAX		1,282.52		pers3	PERS 3 RETIREMENT		1,039.00	
fmlatx	WA Paid Family & Medical Leave		196.18		unemp	UNEMPLOYMENT		90.00	
					Totals:			16,403.58	
					Gross Earnings by Fund:			90,000.00	0.00
					Total Fund Deductions:			36,022.49	
					Fund Net:			53,977.51	

pyLDFnd
06/07/2023 12:08:06PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle sc

Page: 11

Fund Worked : 50401
Emps : 4

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	11,867.63	290.13	h HOLIDAY	1,031.93	26.00
v VACATION	492.86	15.50	auto AUTO ALLOWANCE CONTRACTUAL	170.00	
			Totals:	13,562.42	331.63

Deduction Code and Description	Amount
fedtx FEDERAL WITHHOLDING TAX	1,594.04
h457 MASSMUTUAL 457	557.41
pers2 PERS 2 RETIREMENT	426.95
medtx MEDICARE TAX	193.71
icm457 ICMA DEFERRED COMP	171.49
fmlatx WA Paid Family & Medical Leave	78.95
shrfcf SHERIFF COFFEE FUND	5.00

Deduction Code and Description	Amount
socsec SOCIAL SECURITY	828.25
medpre HEALTH INSURANCE PRE TAX	509.85
aflpre AFLAC PRE TAX	222.32
genpre SUN LIFE PRE TAX	181.85
401a 401A DEFERRED COMPENSATION	155.33
l&i L&I - SELF INSURED	21.13
shrfrnd SHERIFF EMPLOYEE FUND	1.00
Totals:	4,947.28

Benefit Code and Description	Amount
medpre HEALTH INSURANCE PRE TAX	3,857.51
pers2 PERS 2 RETIREMENT	697.48
401a 401A DEFERRED COMPENSATION	468.23
medtx MEDICARE TAX	193.71
genpre SUN LIFE PRE TAX	65.50
unemp UNEMPLOYMENT	13.41

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	828.25
h457 MASSMUTUAL 457	693.99
vebahr HRA VEBA	406.25
l&i L&I - SELF INSURED	168.90
fmlatx WA Paid Family & Medical Leave	29.56
Totals:	7,422.79

Gross Earnings by Fund:	13,562.42	331.63
Total Fund Deductions:	4,947.28	
Fund Net:	8,615.14	

pyLDFnd
06/07/2023 12:08:06PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle sc

Page: 12

Fund Worked : 50501
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,553.34	35.58	h	HOLIDAY		132.28	2.80
fl	FUNERAL LEAVE		58.93	0.70					
					Totals:			1,744.55	39.08
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		200.61	401a	401A DEFERRED COMPENSATION		113.70		
icm457	ICMA DEFERRED COMP		112.76	pers2	PERS 2 RETIREMENT		109.90		
socsec	SOCIAL SECURITY		103.15	medpre	HEALTH INSURANCE PRE TAX		61.38		
genpre	SUN LIFE PRE TAX		24.35	medtx	MEDICARE TAX		24.12		
fmlatx	WA Paid Family & Medical Leave		10.14	l&i	L&I - SELF INSURED		2.20		
shrfdnd	SHERIFF EMPLOYEE FUND		0.20						
				Totals:			762.51		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		440.99	pers2	PERS 2 RETIREMENT		181.26		
socsec	SOCIAL SECURITY		103.15	401a	401A DEFERRED COMPENSATION		58.14		
vebahr	HRA VEBA		43.75	medtx	MEDICARE TAX		24.12		
genpre	SUN LIFE PRE TAX		6.70	fmlatx	WA Paid Family & Medical Leave		3.81		
l&i	L&I - SELF INSURED		3.63	unemp	UNEMPLOYMENT		1.74		
				Totals:			867.29		
				Gross Earnings by Fund:			1,744.55	39.08	
				Total Fund Deductions:			762.51		
				Fund Net:			982.04		

Page: 12

pyLDFnd
06/07/2023 12:08:06PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle sc

Page: 13

Fund Worked : 50601
Emps : 5

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours	
well	WELLNESS INCENTIVE	533.79	964.46					
						Totals:	533.79	964.46
Deduction Code and Description		Amount	Deduction Code and Description		Amount			
fedtx	FEDERAL WITHHOLDING TAX	45.82	socsec	SOCIAL SECURITY	31.10			
pers2	PERS 2 RETIREMENT	20.50	icm457	ICMA DEFERRED COMP	20.08			
pers3	PERS 3 RETIREMENT	18.39	medpre	HEALTH INSURANCE PRE TAX	18.19			
afipre	AFLAC PRE TAX	8.36	medtx	MEDICARE TAX	7.27			
genpre	SUN LIFE PRE TAX	5.71	401a	401A DEFERRED COMPENSATION	4.19			
fmlatx	WA Paid Family & Medical Leave	3.11	udteam	UNION DUES - TEAMSTERS	1.19			
l&i	L&I - SELF INSURED	0.89	udmp	UNION DUES - 1619 MP	0.53			
						Totals:	185.33	
						Gross Earnings by Fund:	533.79	964.46
						Total Fund Deductions:	185.33	
						Fund Net:	348.46	

pyLDFnd
06/07/2023 12:08:06PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle sc

Page: 14

Fund Worked : - Totals -
Emps : 224

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		563,253.53	17,638.90	retbon	RETENTION BONUS		90,000.00	
h	HOLIDAY		47,206.90	1,473.39	v	VACATION		24,715.25	773.37
s	SICK		19,823.43	667.75	fh	FLOATING HOLIDAY		15,774.65	529.00
sc15	HHS SCANNING PROJ OT X 1.5		6,187.22	158.50	o25v	OT X 2.5 - CORR VOLUNTEER/SHRF		5,890.64	75.00
o15s	OVERTIME X 1.5 - SHERIFF DEPT		5,146.52	99.90	o15j	OVERTIME x 1.5 - JUV DETENTION		2,055.91	58.00
cu	COMP USED		2,019.14	66.00	oth	OVERTIME X 1.5 - HOURLY		1,841.11	151.25
vp	VACATION PAYOFF		1,839.13	82.53	auto	AUTO ALLOWANCE CONTRACTUAL		1,190.00	
accred	ACCREDITATION PAY		1,167.08		ohjd	OT HOLIDAY - JUV DETENTION		1,056.88	30.00
stby	STANDBY PAY		949.12	25.00	fl	FUNERAL LEAVE		925.70	15.50
aute	AUTO ALLOWANCE ELECTED		680.00		well	WELLNESS INCENTIVE		533.79	964.46
bsba	BS/BA EDUCATION INCENTIVE		459.84		uapr	URINE ANALYSIS PREMIUM		325.25	
spt	SICK PAYOFF - TERMINATION 10%		256.08	114.53	mil	MILITARY LEAVE		216.97	8.00
phsm	PHONE STIPEND SMART PHONE		200.00		adml	ADMINISTRATIVE LEAVE PAID		168.17	7.50
aspj	ACTING SUPERVISOR PAY JUVENILE		114.94	84.00	detpay	DETECTIVE PAY		100.92	
asp	SHERIFF ACTING SUPERVISOR PAY		98.50	62.00	oc2	ON CALL NON-SHIFT DAY		94.65	1.00
aaas	AA/AS EDUCATION INCENTIVE		58.04		phns	PHONE STIPEND		50.00	
oc1	ON CALL SHIFT DAY		31.55	1.00	fto	FTO PREMIUM		27.20	16.00
					Totals:		794,458.11	23,102.58	

Deduction Code and Description			Amount	Deduction Code and Description			Amount
fedtx	FEDERAL WITHHOLDING TAX		71,568.15	socsec	SOCIAL SECURITY		46,297.22
pers2	PERS 2 RETIREMENT		37,366.82	medpre	HEALTH INSURANCE PRE TAX		37,330.34
icm457	ICMA DEFERRED COMP		19,882.32	401a	401A DEFERRED COMPENSATION		14,586.70
medtx	MEDICARE TAX		10,827.71	leoff2	LEOFF 2 RETIREMENT		4,894.07
fmlatx	WA Paid Family & Medical Leave		4,599.81	pers3	PERS 3 RETIREMENT		4,418.74
psers	PSERS RETIREMENT		4,331.45	udteam	UNION DUES - TEAMSTERS		3,594.00
rth457	ROTH-ICMA DEFERRED COMP		2,559.09	genpre	SUN LIFE PRE TAX		2,336.72
aflpre	AFLAC PRE TAX		2,146.43	h457	MASSMUTUAL 457		1,799.61
n457	NATIONWIDE 457		1,487.50	l&i	L&I - SELF INSURED		1,392.80
hr125	HEALTH REIMBURSEMENT		958.33	dc125	DEPENDENT CARE		833.32
dshsca	DSHS CHILD SUPPORT CALIFORNIA		750.00	ltdshr	LTD - SHERIFF		670.65
dshs	DSHS CHILD SUPPORT		637.38	udpd	UNION DUES - 1619 D		519.82
pers1	PERS 1 RETIREMENT		462.67	udmp	UNION DUES - 1619 MP		401.44
evggar	EVERGREEN FIN GARNISHMENT		371.67	udcd	UNION DUES - 1619 CD C		370.56
udlc	UNION DUES - 1619 LC		367.63	udtint	TEAMSTERS INIT FEE or ADJ		300.00
aflaft	AFLAC POST TAX		291.93	colaft	COLONIAL LIFE INS. POST TAX		279.25
uw	UNITED WAY		85.00	colpre	COLONIAL LIFE INS. PRE TAX		74.31

Page: 14

pyLDFnd
06/07/2023 12:08:06PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle sc

Page: 15

Fund Worked : - Totals -
Emps : 224

Deduction Code and Description	Amount
udps UNION DUES - 1619 S	36.63
garfe GARNISHMENT FEE	21.00
shrfnd SHERIFF EMPLOYEE FUND	13.00

Deduction Code and Description	Amount
udcs UNION DUES - 1619 CS	30.88
shrfcf SHERIFF COFFEE FUND	20.00

Totals: 278,914.95

Benefit Code and Description	Amount
medpre HEALTH INSURANCE PRE TAX	282,597.36
socsec SOCIAL SECURITY	46,297.22
l&i L&I - SELF INSURED	11,515.42
vebahr HRA VEBA	9,962.45
pers3 PERS 3 RETIREMENT	6,646.25
fmlatx WA Paid Family & Medical Leave	1,722.30
unemp UNEMPLOYMENT	760.17
genpre SUN LIFE PRE TAX	657.00

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	60,290.21
401a 401A DEFERRED COMPENSATION	13,037.57
medtx MEDICARE TAX	10,827.71
psers PSERS RETIREMENT	6,976.22
leoff2 LEOFF 2 RETIREMENT	3,040.88
pers1 PERS 1 RETIREMENT	801.20
h457 MASSMUTUAL 457	693.99

Totals: 455,825.95

Grand Total Gross Earnings: 794,458.11 23,102.58

Grand Total Deductions: 278,914.95

Grand Total Net: 515,543.16

pyLDFnd
06/05/2023 1:59:24PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle s

Page: 1

Fund Worked : 00100
Emps : 1

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
vp VACATION PAYOFF	18,813.60	400.00	spr SICK PAYOFF RETIREMENT 20%	2,543.65	270.40
			Totals:	21,357.25	670.40
Deduction Code and Description	Amount		Deduction Code and Description	Amount	
h457 MASSMUTUAL 457	17,934.26		socsec SOCIAL SECURITY	1,318.87	
medtx MEDICARE TAX	308.45		fedtx FEDERAL WITHHOLDING TAX	288.92	
pers2 PERS 2 RETIREMENT	217.70		401a 401A DEFERRED COMPENSATION	171.14	
fmlatx WA Paid Family & Medical Leave	124.32		medpre HEALTH INSURANCE PRE TAX	85.32	
udmp UNION DUES - 1619 MP	25.93		l&i L&I - SELF INSURED	5.31	
			Totals:	20,480.22	
Benefit Code and Description	Amount		Benefit Code and Description	Amount	
socsec SOCIAL SECURITY	1,318.87		medtx MEDICARE TAX	308.45	
fmlatx WA Paid Family & Medical Leave	46.54				
			Totals:	1,673.86	
			Gross Earnings by Fund:	21,357.25	670.40
			Total Fund Deductions:	20,480.22	
			Fund Net:	877.03	

pyLDFnd
06/05/2023 1:59:24PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle s

Page: 2

Fund Worked : 10101
Emps : 61

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		116,508.62	3,796.55	h	HOLIDAY		16,407.91	538.00
v	VACATION		12,558.20	374.25	o15r	OVERTIME X 1.5 - ROADS DEPT		3,863.65	86.50
fh	FLOATING HOLIDAY		3,628.82	112.00	s	SICK		2,569.55	80.00
cu	COMP USED		1,794.78	62.50	phns	PHONE STIPEND		530.00	
auto	AUTO ALLOWANCE CONTRACTUAL		340.00		cpr	COMP TIME PAID - PW ROADS		7.70	0.25
c15r	COMP EARNED X 1.5 ROADS		-3,280.17	-71.50					
					Totals:			154,929.06	4,978.55

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	12,720.77
socsec	SOCIAL SECURITY	9,145.48
icm457	ICMA DEFERRED COMP	2,845.82
401a	401A DEFERRED COMPENSATION	1,928.91
fmlatx	WA Paid Family & Medical Leave	903.95
h457	MASSMUTUAL 457	533.18
l&i	L&I - SELF INSURED	316.67
genpre	SUN LIFE PRE TAX	147.20
hr125	HEALTH REIMBURSEMENT	82.06
aflpre	AFLAC PRE TAX	60.75
garnfe	GARNISHMENT FEE	1.00

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	9,360.47
medpre	HEALTH INSURANCE PRE TAX	7,569.39
medtx	MEDICARE TAX	2,138.88
udteam	UNION DUES - TEAMSTERS	1,451.28
c13gar	CHAPTER 13 GARNISHMENT	538.00
pers3	PERS 3 RETIREMENT	358.91
dshs	DSHS CHILD SUPPORT	262.00
udmp	UNION DUES - 1619 MP	143.91
aflaft	AFLAC POST TAX	72.95
uw	UNITED WAY	49.12
Totals:		50,630.70

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	66,376.60
socsec	SOCIAL SECURITY	9,141.10
401a	401A DEFERRED COMPENSATION	2,924.15
pers3	PERS 3 RETIREMENT	745.05
fmlatx	WA Paid Family & Medical Leave	338.31
genpre	SUN LIFE PRE TAX	76.29

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	15,261.68
l&i	L&I - SELF INSURED	5,010.50
medtx	MEDICARE TAX	2,137.86
vebahr	HRA VEBA	425.00
unemp	UNEMPLOYMENT	154.33
Totals:		102,590.87

Gross Earnings by Fund:	154,929.06	4,978.55
Total Fund Deductions:	50,630.70	
Fund Net:	104,298.36	

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06/05/2023 1:59:24PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle s

Page: 3

Fund Worked : 10135
Emps : 6

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		3,823.81	114.00	v	VACATION		678.03	21.00
h	HOLIDAY		258.30	8.00					
					Totals:			4,760.14	143.00

Deduction Code and Description		Amount
h457	MASSMUTUAL 457	3,435.02
fedtx	FEDERAL WITHHOLDING TAX	123.47
medtx	MEDICARE TAX	68.42
medpre	HEALTH INSURANCE PRE TAX	28.89
icm457	ICMA DEFERRED COMP	9.88
pers3	PERS 3 RETIREMENT	7.18
uw	UNITED WAY	4.24
hr125	HEALTH REIMBURSEMENT	2.52
udteam	UNION DUES - TEAMSTERS	0.59

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	292.62
pers2	PERS 2 RETIREMENT	74.85
401a	401A DEFERRED COMPENSATION	42.61
fmlatx	WA Paid Family & Medical Leave	27.70
udmp	UNION DUES - 1619 MP	7.65
genpre	SUN LIFE PRE TAX	5.80
aflpre	AFLAC PRE TAX	3.88
l&i	L&I - SELF INSURED	2.11
aflaft	AFLAC POST TAX	0.37
Totals:		4,137.80

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,554.37
socsec	SOCIAL SECURITY	292.62
l&i	L&I - SELF INSURED	93.45
vebahr	HRA VEBA	25.00
fmlatx	WA Paid Family & Medical Leave	10.39
genpre	SUN LIFE PRE TAX	3.01

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	479.02
401a	401A DEFERRED COMPENSATION	97.86
medtx	MEDICARE TAX	68.42
pers3	PERS 3 RETIREMENT	15.57
unemp	UNEMPLOYMENT	4.76
Totals:		2,644.47

Gross Earnings by Fund:	4,760.14	143.00
Total Fund Deductions:	4,137.80	
Fund Net:	622.34	

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06/05/2023 1:59:24PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle s

Page: 4

Fund Worked : 40201
Emps : 4

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
REGULAR			1,540.05	41.50					
					Totals:			1,540.05	41.50
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		108.61		pers2	PERS 2 RETIREMENT		96.32	
socsec	SOCIAL SECURITY		90.31		medpre	HEALTH INSURANCE PRE TAX		82.09	
401a	401A DEFERRED COMPENSATION		43.96		medtx	MEDICARE TAX		21.12	
udmp	UNION DUES - 1619 MP		12.93		fmlatx	WA Paid Family & Medical Leave		8.97	
l&i	L&I - SELF INSURED		2.71		icm457	ICMA DEFERRED COMP		1.70	
pers3	PERS 3 RETIREMENT		1.20		uw	UNITED WAY		0.74	
afipre	AFLAC PRE TAX		0.69		hr125	HEALTH REIMBURSEMENT		0.42	
genpre	SUN LIFE PRE TAX		0.41		udteam	UNION DUES - TEAMSTERS		0.15	
					Totals:			472.33	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
medpre	HEALTH INSURANCE PRE TAX		530.24		pers2	PERS 2 RETIREMENT		157.41	
socsec	SOCIAL SECURITY		90.31		401a	401A DEFERRED COMPENSATION		31.06	
medtx	MEDICARE TAX		21.12		l&i	L&I - SELF INSURED		7.06	
fmlatx	WA Paid Family & Medical Leave		3.37		pers3	PERS 3 RETIREMENT		2.60	
unemp	UNEMPLOYMENT		1.54		genpre	SUN LIFE PRE TAX		0.21	
					Totals:			844.92	
					Gross Earnings by Fund:			1,540.05	41.50
					Total Fund Deductions:			472.33	
					Fund Net:			1,067.72	

Page: 4

pyLDFnd
06/05/2023 1:59:24PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle s

Page: 5

Fund Worked : 41401
Emps : 12

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours	
r	REGULAR	11,126.13	337.60	o15r	OVERTIME X 1.5 - ROADS DEPT	2,430.42	45.25	
h	HOLIDAY	1,038.86	32.00	v	VACATION	968.22	32.00	
phns	PHONE STIPEND	40.00						
						Totals:	446.85	
						15,603.63		
Deduction Code and Description		Amount	Deduction Code and Description		Amount			
fedtx	FEDERAL WITHHOLDING TAX	1,017.14	pers2	PERS 2 RETIREMENT	946.43			
socsec	SOCIAL SECURITY	896.46	medpre	HEALTH INSURANCE PRE TAX	503.92			
401a	401A DEFERRED COMPENSATION	216.77	medtx	MEDICARE TAX	209.67			
udteam	UNION DUES - TEAMSTERS	145.93	fmlatx	WA Paid Family & Medical Leave	87.18			
icm457	ICMA DEFERRED COMP	75.99	udtint	TEAMSTERS INIT FEE or ADJ	58.00			
h457	MASSMUTUAL 457	45.29	l&i	L&I - SELF INSURED	28.38			
udmp	UNION DUES - 1619 MP	16.35	genpre	SUN LIFE PRE TAX	12.53			
afipre	AFLAC PRE TAX	0.91	uw	UNITED WAY	0.82			
afiaft	AFLAC POST TAX	0.37						
						Totals:	4,262.14	
Benefit Code and Description		Amount	Benefit Code and Description		Amount			
medpre	HEALTH INSURANCE PRE TAX	5,460.70	pers2	PERS 2 RETIREMENT	1,617.06			
socsec	SOCIAL SECURITY	935.45	l&i	L&I - SELF INSURED	455.31			
medtx	MEDICARE TAX	218.79	401a	401A DEFERRED COMPENSATION	216.11			
fmlatx	WA Paid Family & Medical Leave	34.01	unemp	UNEMPLOYMENT	15.53			
genpre	SUN LIFE PRE TAX	6.49						
						Totals:	8,959.45	
						11,341.49		
Gross Earnings by Fund:						15,603.63	446.85	
Total Fund Deductions:						4,262.14		
Fund Net:						11,341.49		

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06/05/2023 1:59:24PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle s

Page: 6

Fund Worked : 42401
Emps : 5

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		570.93	17.35					
					Totals:			570.93	17.35
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		45.13		pers2	PERS 2 RETIREMENT		36.20	
socsec	SOCIAL SECURITY		34.24		medpre	HEALTH INSURANCE PRE TAX		18.08	
401a	401A DEFERRED COMPENSATION		15.11		medtx	MEDICARE TAX		8.01	
icm457	ICMA DEFERRED COMP		5.31		udteam	UNION DUES - TEAMSTERS		3.68	
fmlatx	WA Paid Family & Medical Leave		3.33		udmp	UNION DUES - 1619 MP		2.24	
l&i	L&I - SELF INSURED		1.12		aflpre	AFLAC PRE TAX		0.91	
aflaft	AFLAC POST TAX		0.85		uw	UNITED WAY		0.82	
					Totals:			175.03	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
medpre	HEALTH INSURANCE PRE TAX		227.30		pers2	PERS 2 RETIREMENT		59.33	
socsec	SOCIAL SECURITY		34.24		401a	401A DEFERRED COMPENSATION		11.42	
medtx	MEDICARE TAX		8.01		l&i	L&I - SELF INSURED		7.58	
fmlatx	WA Paid Family & Medical Leave		1.25		unemp	UNEMPLOYMENT		0.58	
					Totals:			349.71	
					Gross Earnings by Fund:			570.93	17.35
					Total Fund Deductions:			175.03	
					Fund Net:			395.90	

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06/05/2023 1:59:24PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle s

Page: 7

Fund Worked : 50301
Emps : 14

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		20,454.90	679.75	v	VACATION		2,198.09	79.00
s	SICK		322.87	10.00	fh	FLOATING HOLIDAY		307.82	10.00
h	HOLIDAY		247.42	8.00	o15r	OVERTIME X 1.5 - ROADS DEPT		235.65	5.00
tlss	TOOL STIPEND		150.00		phns	PHONE STIPEND		60.00	
cu	COMP USED		32.29	1.00					
					Totals:		24,009.04	792.75	

Deduction Code and Description			Amount	Deduction Code and Description			Amount
medpre	HEALTH INSURANCE PRE TAX		1,620.49	pers2	PERS 2 RETIREMENT		1,512.54
fedtx	FEDERAL WITHHOLDING TAX		1,494.58	socsec	SOCIAL SECURITY		1,395.26
medtx	MEDICARE TAX		326.33	icm457	ICMA DEFERRED COMP		284.28
401a	401A DEFERRED COMPENSATION		261.85	udteam	UNION DUES - TEAMSTERS		223.11
fmlatx	WA Paid Family & Medical Leave		140.53	dshs	DSHS CHILD SUPPORT		102.00
l&i	L&I - SELF INSURED		48.22	udmp	UNION DUES - 1619 MP		38.03
afipre	AFLAC PRE TAX		10.28	uw	UNITED WAY		9.26
gamfe	GARNISHMENT FEE		0.50				
				Totals:		7,467.26	

Benefit Code and Description			Amount	Benefit Code and Description			Amount
medpre	HEALTH INSURANCE PRE TAX		10,075.79	pers2	PERS 2 RETIREMENT		2,472.74
socsec	SOCIAL SECURITY		1,387.43	l&i	L&I - SELF INSURED		659.16
401a	401A DEFERRED COMPENSATION		423.30	medtx	MEDICARE TAX		324.49
fmlatx	WA Paid Family & Medical Leave		52.37	unemp	UNEMPLOYMENT		23.67
				Totals:		15,418.95	
				Gross Earnings by Fund:		24,009.04	792.75
				Total Fund Deductions:		7,467.26	
				Fund Net:		16,541.78	

Page: 7

pyLDFnd
06/05/2023 1:59:24PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle s

Page: 8

Fund Worked : 50601
Emps : 2

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
well	WELLNESS INCENTIVE	310.92	724.86				
				Totals:		310.92	724.86
Deduction Code and Description		Amount		Deduction Code and Description		Amount	
pers2	PERS 2 RETIREMENT	26.98		socsec	SOCIAL SECURITY	26.78	
401a	401A DEFERRED COMPENSATION	17.45		fedtx	FEDERAL WITHHOLDING TAX	15.43	
medpre	HEALTH INSURANCE PRE TAX	14.32		medtx	MEDICARE TAX	6.26	
udteam	UNION DUES - TEAMSTERS	4.76		fmlatx	WA Paid Family & Medical Leave	2.59	
l&i	L&I - SELF INSURED	0.92					
				Totals:		115.49	
				Gross Earnings by Fund:		310.92	724.86
				Total Fund Deductions:		115.49	
				Fund Net:		195.43	

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06/05/2023 1:59:24PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle s

Page: 9

Fund Worked : - Totals -
Emps : 65

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		154,024.44	4,986.75	vp	VACATION PAYOFF		18,813.60	400.00
h	HOLIDAY		17,952.49	586.00	v	VACATION		16,402.54	506.25
o15r	OVERTIME X 1.5 - ROADS DEPT		6,529.72	136.75	fh	FLOATING HOLIDAY		3,936.64	122.00
s	SICK		2,892.42	90.00	spr	SICK PAYOFF RETIREMENT 20%		2,543.65	270.40
cu	COMP USED		1,827.07	63.50	phns	PHONE STIPEND		630.00	
auto	AUTO ALLOWANCE CONTRACTUAL		340.00		well	WELLNESS INCENTIVE		310.92	724.86
tlss	TOOL STIPEND		150.00		cpr	COMP TIME PAID - PW ROADS		7.70	0.25
c15r	COMP EARNED X 1.5 ROADS		-3,280.17	-71.50					
					Totals:			223,081.02	7,815.26

Deduction Code and Description			Amount	Deduction Code and Description			Amount
h457	MASSMUTUAL 457		21,947.75	fedtx	FEDERAL WITHHOLDING TAX		15,814.05
socsec	SOCIAL SECURITY		13,200.02	pers2	PERS 2 RETIREMENT		12,271.49
medpre	HEALTH INSURANCE PRE TAX		9,922.50	icm457	ICMA DEFERRED COMP		3,222.98
medtx	MEDICARE TAX		3,087.14	401a	401A DEFERRED COMPENSATION		2,697.80
udteam	UNION DUES - TEAMSTERS		1,829.50	fmlatx	WA Paid Family & Medical Leave		1,298.57
c13gar	CHAPTER 13 GARNISHMENT		538.00	l&i	L&I - SELF INSURED		405.44
pers3	PERS 3 RETIREMENT		367.29	dshs	DSHS CHILD SUPPORT		364.00
udmp	UNION DUES - 1619 MP		247.04	genpre	SUN LIFE PRE TAX		165.94
hr125	HEALTH REIMBURSEMENT		85.00	aflpre	AFLAC PRE TAX		77.42
aflaft	AFLAC POST TAX		74.54	uw	UNITED WAY		65.00
udtint	TEAMSTERS INIT FEE or ADJ		58.00	garnfe	GARNISHMENT FEE		1.50
				Totals:			87,740.97

Benefit Code and Description			Amount	Benefit Code and Description			Amount
medpre	HEALTH INSURANCE PRE TAX		84,225.00	pers2	PERS 2 RETIREMENT		20,047.24
socsec	SOCIAL SECURITY		13,200.02	l&i	L&I - SELF INSURED		6,233.06
401a	401A DEFERRED COMPENSATION		3,703.90	medtx	MEDICARE TAX		3,087.14
pers3	PERS 3 RETIREMENT		763.22	fmlatx	WA Paid Family & Medical Leave		486.24
vebahr	HRA VEBA		450.00	unemp	UNEMPLOYMENT		200.41
genpre	SUN LIFE PRE TAX		86.00				
				Totals:			132,482.23

Page: 9

pyLDFnd
06/05/2023 1:59:24PM
Check Date: 06/09/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/16/2023 to 05/31/2023-1 Cycle s

Page: 10

Fund Worked : - Totals -
Emps : 65

Grand Total Gross Earnings:	223,081.02	7,815.26
Grand Total Deductions:	87,740.97	
Grand Total Net:	135,340.05	



1C
JUN 20 2023

BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of June 12 – 16, 2023

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, June 12, 2023. Present were Commissioners Ozias, Johnson and French and Deputy Administrator Reyes. Administrator Sill was excused.

Items of discussion per the agenda published May 31 were:

- Calendar/Correspondence
- Pre-application questionnaire and letter of support for Washington State Administrative Office of the Courts for Therapeutic Courts
- Auditor's Office informational update on Board approval process for County credit card changes
- Discussion regarding the final stage of the hiring process for the Clallam County Administrator position
- Request for waiver of bid/RFP/quote requirements for B&R Painting and Burton Flooring for the Harm Reduction Health Center
- Lease agreement with William H. Clevenger and John A. Gray for the property located at 325 ½ West 2nd Street for the Harm Reduction Health Center
- Letter of support for Natural Resources Conservation Service for the Dungeness Reservoir Project
- Resolution appointing Mindy Mady and Cindy Kelly to the Fair Advisory Board
- Discussion on proposed budget revisions to be considered on June 27
- Discussion of proposed supplemental appropriations to be considered on June 27
- Discussion of proposed budget emergencies to be considered on June 27

Meeting concluded at 10:20 a.m.

Continued Hearing(s) – Beginning at 6 p.m.- Sekiu Community Center

H1. Proposed Clallam County Ordinance repealing and replacing Clallam County Chapter 13.04 – Clallam Bay Sekiu Sewerage Rate Schedule with a new chapter Clallam Bay / Sekiu Sewer System

The hearing convened at 6 p.m., Monday, June 12, 2023. Present were Commissioners Ozias, Johnson and French.

No action was taken.

Meeting concluded at 7:13 p.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, June 13, 2023. Also present were Commissioners Johnson and French and Deputy Administrator Reyes. Administrator Sill was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Added:

6a Proposed Clallam County Ordinance repealing and replacing Clallam County Chapter 13.04 Clallam Bay Sekiu Sewerage Rate Schedule with a new chapter Clallam Bay / Sekiu Sewer System

Postponed:

2a Lease agreement with William H. Clevenger and John A. Gray for the property located at 325 ½ West 2nd Street for the Harm Reduction Health Center

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

PUBLIC COMMENT

- Kenneth Reandeau, Port Angeles, commented on Clallam Bay Sekiu Sewer Ordinance
- Ed Bowen, Clallam Bay, commented on Clallam Bay Sekiu Sewer Ordinance

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of June 12 – 16, 2023
Page 2

CONSENT AGENDA

- 1a Approval of vouchers for the week of June 5
- 1b Approval of minutes for the week of June 5
- 1c Letter of support for Washington State Administrative Office of the Courts for Therapeutic Courts
- 1d Proclamation recognizing Pride Month

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

REPORTS AND PRESENTATIONS

- CMF read the Proclamation Recognizing Pride Month
- CRJ recognized Greg Ballard for over 16 years of service to Clallam County
 - Bruce Emery, Department of Community Development Director recognized Ballard
 - Ballard, provided comment
- CRJ commented on Lodging Tax survey, housing / homeless update, Port Angeles Business Association Meeting, Port Angeles Chamber, Port Angeles Maritime Festival
- CMF commented on Hobuck House tour, Slip Point, Crescent Community Advisory Council Meeting, Port Angeles Association of Realtors Meeting
- CMO commented on entrepreneur meeting, Veterans program,

CONTRACTS AND AGREEMENTS

- 2a Lease agreement with William H. Clevenger and John A. Gray for the property located at 325 ½ West 2nd Street for the Harm Reduction Health Center

ACTION TAKEN: Item was postponed

BIDS AND AWARDS

- 3a Bid opening – Clallam County Landscape Improvements

CONTRACTOR

Hoch Constructions, Inc.

AMOUNT

\$201,725

ACTION TAKEN: CRJm to forward the bids to the Parks, Fair and Facilities Department for review and recommendation to the Board of Commissioners, CMFs, mc

ADMINISTRATION

- 4a Resolution appointing Heidi L. Anderson to the Behavioral Health Advisory Board

ACTION TAKEN: CRJm to adopt, CMFs, mc

- 4b Resolution authorizing Linda Capps to sign closing documents for property located at 140 C Street, Forks WA owners R and H Family LLC

ACTION TAKEN: CRJm to adopt, CMFs, mc

- 4c Request for waiver of bid/RFP/quote requirement for B&R Painting and Burton Flooring for the Harm Reduction Health Center

ACTION TAKEN: CRJm to approve, CMFs, mc

BUDGET

- 5a Notice that the following budget revisions will be adopted by Resolution on June 27:
 - Parks and Facilities – Capital Projects – Transform existing shower facility into a fully functional Mother's Lounge/\$30,000
 - HHS – Operations – Foundational Public Health Services (FPHS) Lifecourse funding to be used for furnishing employee workstations and public service areas at the Harm Reduction Health Center/\$36,032
 - HHS – Foundational Public Health Services

- Funding for Forks Health Department related costs such as the building purchase, inspection and related costs, HVAC system, and flooring (1 of 2)/\$274,800

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of June 12 – 16, 2023
Page 3

- Funding for the following HRHC – Harm Reduction Health Center costs: HVAC system, flooring, painting, and copy machine (1 of 2)/\$49,168
Sheriff – Jail - Contracted costs for Norpoint Services to provide courthouse security for the month of May 2023/\$20,570
Information Technology – Reallocation of current budgeted IT funds to more relevant BARS accounts and amounts/\$592,283
Geographic Information System - Reallocation of current budgeted GIS funds to more relevant BARS accounts and amount/\$7,500

ACTION TAKEN: CRJm to issue notice, CMFs, mc

5b Notice that the following supplemental appropriations will be adopted by Resolution on June 27:
HHS - Operations

- Receipt of funding from the Washington State Department of Health for drug users' health program supplies/\$7,500
- Funding for Forks Health Department related costs such as the building purchase, inspection and related costs, HVAC system, and flooring (2 of 2)/\$274,800
- Funding for the following HRHC – Harm Reduction Health Center costs: HVAC system, flooring, painting, and copy machine (2 of 2)/\$49,168

HHS Environmental Health – Receipt of funding from the Washington State Department of Health to perform mosquito trapping for West Nile Virus identification/\$3,000

Sheriff – OPNET Drug – Reimbursement for purchase of (1) digital currency counter that will adequately scan paper currency in a format suitable for retaining evidentiary value/\$9,850

Public Works – Road – Waterline and Sewer line work reimbursements from utility owners Dry Creek Water Association and the Lower Elwha Klallam Tribe/\$515,640

ACTION TAKEN: CRJm to issue notice, CMFs, mc

5c Resolution calling for a hearing to be held June 27 at 10:30 a.m. for the following debatable emergencies:

Parks and Facilities – Funding for wages and benefits associated with the reclassification of the Administrative Specialist IV position to Administrative Operations Coordinator and pay equalization of the Facilities Maintenance Supervisor and eight Maintenance workers/\$35,000

NonDepartmental – Additional funding for a new Escrow Holding & Clearing account to be utilized to facilitate disbursement of earnest funds for real estate purchases by the County/\$30,000

ACTION TAKEN: CRJm to adopt, CMFs, mc

PUBLIC WORKS

6a Proposed Clallam County Ordinance repealing and replacing Clallam County Chapter 13.04 – Clallam Bay Sekiu Sewerage Rate Schedule with a new chapter Clallam Bay / Sekiu Sewer System

ACTION TAKEN: CRJm to adopt the Ordinances, CMFs, mc

ACTION TAKEN: CMFm to amend the motion to add to table 1 section b to read 0.35 ERU per RV Hookup (Maximum of 7 ERU), no second, motion failed

PUBLIC COMMENT

- Kenneth Reandeau, Port Angeles, commented on Administrator search
- Ed Bowen, Clallam Bay, commented on Administrator search, Slip Point

The meeting concluded at 11:04 a.m. and continued to 9 a.m., Tuesday, June 20, 2023.

There are no Zoom chat logs for the week of June 12.

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of June 12 – 16, 2023
Page 4

The Board of Commissioners attended WSAC Virtual Update, Clallam Bay/Sekiu Public Hearing, Coffee with Colleen, Flag Day Ceremony, Olympic Medical Center Roundtable, WSU Clallam Extension Open House and Clallam Bay Fire District Community BBQ during the week of June 12.

PASSED AND ADOPTED this 20th day of June 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mike French

KEY TO ABBREVIATIONS:

ARS Administrator Rich Sill
CMO Commissioner Mark Ozias
CRJ Commissioner Randy Johnson
CMF Commissioner Mike French

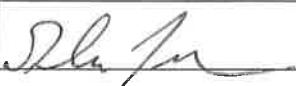
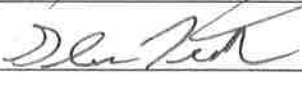
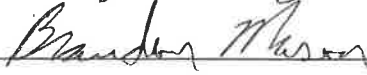
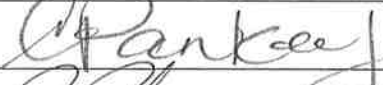
m moved
mc motion carried
s seconded

DRAFT

BOARD OF CLALLAM COUNTY COMMISSIONERS PUBLIC HEARING

H1 Proposed Clallam County Ordinance repealing and replacing Clallam County Chapter 13.04 – Clallam Bay Sekiu Sewerage Rate Schedule with a new chapter Clallam Bay / Sekiu Sewer System

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

Nº	PRINTED NAME	SIGNATURE	ADDRESS
1	Pam Hill		15572 WHgW 112 #17
2	DAVE YARNCHAK		COHO LOT 14
3	DICK MOODY		17073 Highway 112 SAMS
4			280 Front St- 98381
5	Greg Bellamy		1936 1ST 98326
6	Brandon Mason		444 Front St sekia
7			
8	Cara Pankey		43 Thompson St
9	Bryan Pankey		43 Thompson St.
10			
11	Jane Heilmann		
12			
13			
14			
15			
16			
17			
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Signed on June 12, 2023 in ^{Sekiu}Port Angeles, Washington



1d

AGENDA ITEM SUMMARY

JUN 20 2023

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 6-12-23**

REGULAR AGENDA ☐ **Meeting Date: 6-20-23**

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | ☐ Budget Item |
| ☐ Resolution | ☐ Proclamation | ☒ Other: Request to USDA-Natural Resources |
| ☐ Draft Ordinance | ☐ Final Ordinance | Conservation Service Related to the Dungeness Reservoir Project |

Documents exempt from public disclosure attached: ☐

Executive summary: Last year Clallam County Public Works applied for a 2023 FY Appropriation through Senator Murray's Office to fund a component of the Dungeness Reservoir project. The County has secured the \$2,727,870 Congressional Direct Funding to pipe the Highland Irrigation Main Canal to increase capacity to 25 cfs and reduce infiltration and evaporation of the irrigation water. The Congressional funding was sent to USDA Natural Resources Conservation Service (NRCS) to distribute the funds. After some negotiations with NRCS, a process has been developed for Clallam County to use the funding. The first step will be for Clallam County to request that NRCS conduct a Preliminary Investigation Feasibility Report (PIFR) for the project. The PIFR will be paid for by NRCS. The PIFR will take about 6-9 months.

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 assistance through NRCS program requires no match and no County funds. The PIFR will be paid by NRCS. The watershed plan and construction of the piping of the Highland Irrigation District's Main Canal will be paid with the Congressional Direct Funding secured. There is no budgetary impact except for staff time, which can be paid for through other grant funding or used as in-kind match for other aspects of the Dungeness Reservoir project.

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

Recommend approve attached letter requesting NRCS technical assistance on this portion of the Dungeness Reservoir project.

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

Name of Employee/Stakeholder attending meeting: Steve Gray _____

Relevant Departments: Public Works _____

Date submitted: 6-7-2023

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



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

Board of Clallam County Commissioners

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

RICH SILL, County Administrator

June 20, 2023

Roylene Comes at Night
State Conservationist
Natural Resources Conservation Service
11707 E, Sprague Ave, Suite 301
Spokane Valley, WA 99206-6125

Dear Ms. Comes at Night:

We request NRCS Watershed Program planning assistance for a potential Public Law (PL) 566 project in Clallam County HUC# 171100200306-Middle Dungeness River. The project would pipe approximately 1.5 miles of Highland Irrigation District's (HID) main canal to increase its capacity from 15 cfs to 25 cfs and to prevent evaporation and infiltration losses, making the system more efficient which can have positive impacts on instream flows and salmon habitat. Irrigation water quality will also be improved by the piping of the ditch by eliminating runoff and leaf litter entering that part of the system and eventually into the 1,600 acre-ft capacity off-channel reservoir known as the Dungeness Reservoir.

We are a county government with a legal interest in or responsibility for the watershed project proposed. We understand, as sponsor of a PL 566 planning effort, that NRCS needs to know that Clallam County has capabilities, if needed, that include:

- Assisting in the locally led planning effort,
- Contributing a share of the project costs, as determined by NRCS, by providing funds or eligible services necessary to undertake the activity,
- Before being credited with the value of any in-kind contributions for in-kind services and/or acquisition of land rights, Sponsor will negotiate an agreement with NRCS.
- Obtaining any necessary real property rights, by eminent domain, if necessary,
- Obtaining any needed water rights, and regulatory permits at the Sponsor's cost, if applicable,
- Agreeing to provide for any required operation and maintenance of the completed measures.

We look forward to working with NRCS staff to complete a Preliminary Investigation Findings Report (PIFR) to provide reasonable assurance that a potential watershed project can be developed that addresses a PL 566 purpose and that there are no apparent insurmountable obstacles to the completion of that project.

The names, addresses, and telephone numbers of the administrative and technical contact persons in our organization are as follows:

Steve Gray, Deputy Public Works Director

223 E. 4th Street, Suite 6

Port Angeles, WA 98362-3000

Steve.gray@clallamcountywa.gov

360-417-2290

Joe Donisi, County Engineer

223 E. 4th Street, Suite 6

Port Angeles, WA 98362-3000

Joe.donisi@clallamcountywa.gov

360-417-2404

Please contact them for any additional information that you might need in assessing our request.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

2a



AGENDA ITEM SUMMARY

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

JUN 20 2023

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: June 20, 2023**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: The Board of County Commissioners, at their June 12, 2023, Work Session, instructed staff to modify the Lease Agreement. A revision to number 1 includes the necessary environmental language that the Commissioners requested. The second request was to include the Lessee (County) first right to purchase, if and when the owners decide the sell. The property owners are requesting that this not be a part of the Lease Agreement, due to the property is family owned, and that first right be given to their respective families before the County is offered to purchase the said property.

The attached lease agreement has been reviewed and approved by the Prosecuting Attorney's Office and property owners.

Staff has attached the Lease Agreement for the Boards consideration and Policy 560, Section .4 for review. The lease is effective July 1, 2023, but the lease provides the necessary considerations to access the building from May 1 to June 30, 2023, for necessary tenant improvements. The lease is effective July 1, 2023.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐ Budget lines have been set up and will be heard at the BOCC on June 27, 2023.

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

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services and BOCC

Date submitted: June 14, 2023

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

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

Agenda Item - Lease Agreement - Final Revised
 Revised: 3-04-2019

LEASE AGREEMENT

THIS AGREEMENT entered into this day by and between William H. Clevenger and John A. Gray hereinafter referred to as "Lessor" and Clallam County Health and Human Services hereinafter referred to as "Lessee".

WITNESSETH

Lessor hereby leases to Lessee, subject to the conditions hereinafter expressed that certain real property located in Clallam County, Washington, described as follows: Lots 15 and 16, Block 34, Original Townsite of Port Angeles, Clallam County, Washington. Commonly known as 325 ½ West 2nd Street.

(A) INITIAL TERM. The term of this lease shall be Five years beginning on July 1, 2023.

(B) ADDITIONAL TERM. The Lessee shall have the right to renew this lease for an additional agreed upon term from the end of the initial term of this lease so long as Lessor and Lessee mutually agree upon a rent schedule.

RENT. Lessee agrees to pay Lessor rental during the term of this lease per mutually agreed upon schedule list below, per month, payable on the 5th day of each calendar month. All rent shall be sent or delivered to a specified location established by the Lessors.

7/1/23	to	12/1/25	for	\$ 3,500.00 per month
1/1/26	to	7/30/28	for	\$ 4,000.00 per month

Lessee shall be allowed access between 5/1/23 and 6/30/23 rent free to clean and do repairs with no rental fee.

1. REPRESENTATIONS. Neither the Lessor nor its agents have made any representations with respect to the building, the land upon which it was erected, or the lease property except as expressly set forth herein, and no implication or otherwise except as inspected on the premises and determined that everything is in working order and the site is visually free of any contaminants or hazardous materials and agrees that the termination of their occupancy the premises shall be returned to Lessors in the same condition. Notwithstanding the above, the Lessor covenants that the premises are, to the best of Lessor's knowledge, free from contaminants and/or hazardous materials, and Lessor assumes any risk or liability related to any contaminants or hazardous materials found on premises that are not caused by Lessee's actions, omissions, or negligence.

2. MAINTENANCE. The Lessee shall, during the term of this lease or any extension hereof, at their sole expense, keep the interior and exterior of the premises, including any fixtures, appurtenances, or other improvements thereto in good order and repair. The Lessor, during the term of this lease and any renewal or extension hereof, shall keep the structural support and exterior walls of the building in good order and repair, except that the Lessor shall not be called upon to make any such repairs occasioned negligence of Lessee, its agents, customers, or employees. Lessee shall maintain in good working order all plumbing, toilet facilities, and other fixtures and equipment installed for the general supply of hot and cold water, heat and electricity. Lessor shall be responsible for the real estate taxes on the leased premises.

3. USE. Lessee shall use and occupy the premises for Clallam County Health and Human Services and related reasonable uses consented to by Lessor. The Lessee, at their own cost and expense, shall comply promptly with all rules, laws, and order of all state, federal, and municipal governments which may be applicable to the leased premises, and shall likewise comply with any requirements of the Fire Marshal concerning the premises. The Lessee shall not permit the premises to be used for any unlawful purpose or purposes that will injure the reputation of the same building or the building of which they are a part, nor increase the rate of fire insurance or other casualty insurance application thereto. Lessee shall not sublet portions of the leased property without written consent from Lessor.

(A) Should Lessee receive consent from Lessor to sublet a portion of the premises the Lessee agrees to pay a mutually agreed on a percentage of any rents received by Lessee to Lessor on a monthly basis.

4. ALTERATIONS. No change or alteration shall be made in the premises by Lessee without written consent of Lessor. Any work performed by Lessee with the consent of the Lessor shall comply with all laws, ordinances, rules, and regulations pertinent thereto.

5. INTERIOR BUILDING IMPROVEMENTS. The tenant may make the necessary interior changes to accommodate technology and HVAC improvements. Such improvements may include the installation of equipment and the necessary modifications, such as cutting through concrete walls, cabinet enclosures, etc., to accommodate said improvements.

6. UTILITIES. Lessee shall be responsible for all utility charges to the lease premises including, but not limited to gas, water, heating, electricity, sewer, garbage, and phone.

7. HAZARD INSURANCE. Lessor shall keep the building insured against loss or damage by fire with extended coverage endorsement in an amount to the full insurable values thereof. Lessee shall be responsible for any loss to the property of Lessee, or any property of any agent, independent contractor, or employees of Lessee.

8. INDEMNITY AND PUBLIC LIABILITY INSURANCE. Lessee covenants to save Lessor harmless at all times from all loss, liability, cost, claims, or demands for damages that may occur, or be claimed with respect to any person or persons, corporation, the premises or other property or chattels on or about the premises resulting from any cause whatsoever, including but not limited to any act done or omission of or through Lessee, or the agents, independent contractors, employees, or invitees of Lessee, or any person on or about the premises by reason of any of the Lessee's use, improvement or occupancy thereof, and any and all loss, cost, liability, or expense resulting there from (including attorney fees), and all times to maintain the premises in a safe condition. Lessee further covenants and agrees to maintain at all times during the term of this lease, comprehensive public liability insurance against property damage or personal injury. Parties understand and agree Grantee is self-insured and a member of a liability pool which includes coverage for professional liability, among other categories of coverage, in adequate quantity to protect against legal liability arising out of contract activities. Grantee shall provide evidence of its status as a self-insured entity meeting these requirements within fifteen (15) calendar days of the execution of this Agreement. Upon request by Grantor, Grantee must describe its financial condition and the self-insured / liability pool funding mechanism. Grantor, or any other third party, need not be named as additional insureds under the self-insurance / liability pool coverage policies as said policies prohibit the Grantee from naming third parties as additional insureds. Grantee shall give Grantor thirty (30) calendar days' advance notice of any self-insurance or liability pool cancellation or non-renewal.

9. WAIVER OF SUBROGATION. Lessor and Lessee hereby release each other from any and all liability and responsibility to the other or anyone claiming through or under them by way of subrogation of otherwise for any loss or damage to or injury to persons covered by any insurance then in force, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone whom such party may be responsible, provided however, that this release shall be applicable and in force and effect only with respect to any loss or damage occurring during such time as the policy or policies of insurance covering this release shall not

adversely affect to impair said insurance or prejudice the right date hereof.

10. TRESPASSING AND ILLEGAL DUMPING. The Lessee will be required to manage the property East to the center of Cherry Street and West 331½ in Port Angeles, WA. The Lessee shall be responsible for not allowing any overnight camping inside or outside the building property, camping gear, Personal Recreational Vehicles {RVs}, trailers, boats, cars, trucks, boat trailers, shopping carts, drugs/drug paraphernalia, or makeshift homes are prohibited. Any unworking and/or abandoned vehicles or personal belongings will be removed from the site within 48 hours.

11. CARE AND USE OF PREMISES.

The Lessee will promptly notify the Lessor of any damage, or of any situation that may significantly be normal use of the Premises.

The Lessee shall not allow any illegal trade or activity on or about the premises.

The Lessee will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion disturbs the comfort or convenience of other tenants.

All illicit drug, tobacco, and vaping product are prohibited inside the Premises.

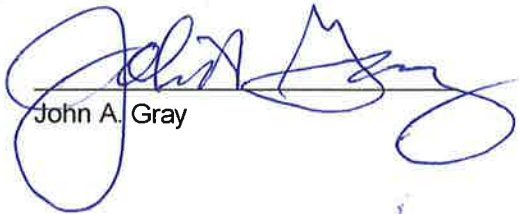
If warranted, the Lessee may be responsible for hiring the necessary security to protect the Premises.

12. CONSENT. Unless otherwise specified herein, any consent required of one party as a condition to a right or action on the part of the other shall not be unreasonably withheld. This provision shall be interpreted in light of the reasonable circumstances and considerations giving rise to the constant requirement.

IN WITNESS WHEREOF. The parties hereto have executed this lease on this 13th day of June 2023.

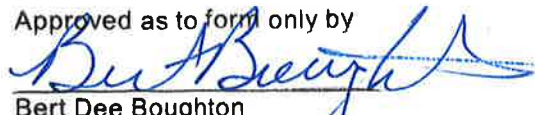
LESSORS:


William H. Cleverger


John A. Gray

LESSEE: Clallam County Health and Human Services

Mark Ozias, Chair
Clallam County Board of County Commissioners

Approved as to form only by

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



2b

AGENDA ITEM SUMMARY

JUN 20 2023

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/20/2023

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #11322-23-NORVHN | ☐ Budget Item |
| ☐ Resolution | ☐ Proclamation | ☐ Other |
| ☐ Draft Ordinance | ☐ Final Ordinance | |

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, 2023 through June 30, 2025 in the amount of \$80,000.00.

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 L. ROBERTS

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jennifer Oppelt

Relevant Departments: Health and Human Services

Date submitted: 6/14/2023

* Work Session Meeting - Submit 1 single sided/not stapled copy AIS - 23-25(2163)NorthOlympicRegionalVeteran'sHousingNetwork
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 6/7/2023



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 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2023.

CONTRACTOR

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

Cheri Tinker, Executive Director

Print name: Cheri Tinker

Title: Executive Director

Date: 6/12/2023, 2023

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, and 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 (.75 FTE) for one case manager for funding periods 2023-2024 and 2024-2025

Maximum consideration for this contract is **\$80,000.00**.

BUDGET/FEE SCHEDULE

July 1, 2023 – June 30, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Case Manager	\$40,000.00
TOTAL	\$40,000.00

July 1, 2024 – June 30, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Case Manager	\$40,000.00
TOTAL	\$40,000.00

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

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

The Contractor must bill no later than 45 days after month of service. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services
Attn: Homelessness Program Billing
111 E 3rd Street
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined in this contract may result in corrective action requirements, the withholding of funds, and/or in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

Funding will be provided during two separate funding periods as documented above. 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 can occur no more than twice per 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 thousand DOLLARS (\$80,000.00) 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: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christine.dunn@clallamcountywa.gov

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, 2023; January 31, 2024; April 30, 2024; July 31, 2024; October 31, 2024; January 31, 2025; April 30, 2025 and July 31, 2025.**



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):.



26
JUN 20 2023

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:** 06/20/2023

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #11324-23-NORVHN | |
| ☐ 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 North Olympic Regional Veteran's Housing Network. The Utilities & Remodeling of Minsky Place & Sarge's Place Shelter project is to aid with utilities associated with Sarge's Place shelter and permanent supportive housing projects: Minsky Place, Hobucket House, and Camp Sol Duc in Sequim & Forks. The funding for this project will be used to remodel Minsky Place and the kitchen area of Sarge's Place shelter. This contract is effective July 1, 2023 through June 30, 2025 in the amount of \$140,000.00.

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 LIBACOLO

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jennifer Oppelt

Relevant Departments: Health and Human Services

Date submitted: 06/14/2023

* Work Session Meeting - Submit 1 single sided/not stapled copy AIS - 23-25(2060)NorthOlympicRegionalVeteran'sHousingNetwork
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 6-7-2023



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 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2023.

CONTRACTOR

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

Cheri Tinker, Executive Director

Print name: Cheri Tinker

Title: Executive Director

Date: 6/6, 2023

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 **Utilities & Remodeling of Minsky Place & Sarge's Place Shelter** program will provide utilities for Sarge's Place Shelter, Minsky Place, Hobucket House and Camp Sol Duc in Forks and Sequim. Funding for this project will also be utilized for remodeling costs of kitchen, bathrooms and laundry Room at Minsky Place in Sequim and Sarge's Place Shelter kitchen in Forks.

The funding for this contract covers:

- Utilities – PUD, water, sewer and garbage for Sarge's Place Shelter, Camp Sol Duc, Hobucket House and Minsky Place for funding periods 2023-2024 and 2024-2025
- Remodeling of kitchen, bathrooms and laundry room at Minsky Place for funding periods 2023-2024
- Kitchen remodel at Sarge's Place Shelter for funding period 2024-2025

Maximum consideration for this contract is **\$140,000.00**.

BUDGET/FEE SCHEDULE

July 1, 2023 – June 30, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Utilities – PUD, Water, Sewer and Garbage	\$20,000.00
Minsky Place – remodel kitchen, bathrooms and laundry room	\$50,000.00
TOTAL	\$70,000.00

July 1, 2024 – June 30, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Utilities – PUD, Water, Sewer and Garbage	\$20,000.00
Sarge's Place – remodel kitchen	\$50,000.00
TOTAL	\$70,000.00

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

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

The Contractor must bill no later than 45 days after month of service. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services
Attn: Homelessness Program Billing
111 E 3rd Street
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined in this contract may result in corrective action requirements, the withholding of funds, and/or in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

Funding will be provided during two separate funding periods as documented above. 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 can occur no more than twice per 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 forty thousand DOLLARS (\$140,000.00) 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: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christine.dunn@clallamcountywa.gov

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, 2023; January 31, 2024; April 30, 2024; July 31, 2024; October 31, 2024; January 31, 2025; April 30, 2025 and July 31, 2025.**

- ☒ 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):. _____



2d
JUN 20 2023

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:** 06/20/2023

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #11322-23-HFCC | ☐ Budget Item |
| ☐ Resolution | ☐ Proclamation | ☐ Other |
| ☐ Draft Ordinance | ☐ Final Ordinance | |

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. These services include 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, 2023 through June 30, 2025 in the amount of \$107,702.95.

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: 

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jennifer Oppelt

Relevant Departments: Health and Human Services

Date submitted: 6/14/2023

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

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



PERSONAL SERVICES AGREEMENT

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

Name: Healthy Families of Clallam County

Address: 1210 East 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) -

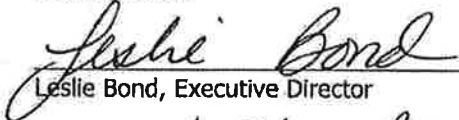
copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of July 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2023.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS



Leslie Bond, Executive Director

Mark Ozias, Chair

Print name: Leslie Bond

Title: Executive Director

Date: June 12th, 2023

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The **Safely Home Project** will 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 and resolve homelessness. These support services will include a shelter manager/housing advocate, short-term financial assistance such as rental/utility assistance including deposits; funding for basic needs including food, clothing, necessary supplies for school and/or work; funding for client identified needs such as; remove barriers to housing including cost of birth certificates and ID's.

The funding for this contract covers:

- Shelter Manager/Housing Advocate position for funding periods 2023-2024 and 2024-2025
- Benefits for this position
- Rental Assistance for funding periods 2023-2024 and 2024-2025
- Utility Assistance for funding periods 2023-2024 and 2024-2025
- Basic Needs Assistance for funding periods 2023-2024 and 2024-2025
- Client Identified Needs for funding periods 2023-2024 and 2024-2025

Maximum consideration for this contract is **\$107,702.95**.

BUDGET/FEE SCHEDULE

July 1, 2023 – June 30, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Shelter Manager/Housing Advocate	\$33,742.00
Benefits	\$10,318.00
Rental Assistance	\$5,000.00
Utility Assistance	\$2,291.48
Basic Needs – food, clothing, school/work supplies	\$2,000.00
Birth Cert, ID's, etc	\$500.00
TOTAL	\$53,851.48

July 1, 2024 – June 30, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Shelter Manager/Housing Advocate	\$33,742.00
Benefits	\$10,318.00
Rental Assistance	\$5,000.00
Utility Assistance	\$2,291.47
Basic Needs - food, clothing, school/work supplies	\$2,000.00
Birth Cert, ID's, etc	\$500.00
TOTAL	\$53,851.47

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

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

The Contractor must bill no later than 45 days after month of service. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services
Attn: Homelessness Program Billing
111 E 3rd Street
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined in this contract may result in corrective action requirements, the withholding of funds, and/or in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

Funding will be provided during two separate funding periods as documented above. 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 can occur no more than twice per 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 seven thousand seven hundred two DOLLARS and 95/100 cents (\$107,702.95) 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: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christine.dunn@clallamcountywa.gov

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, 2023; January 31, 2024; April 30, 2024; July 31, 2024; October 31, 2024; January 31, 2025; April 30, 2025 and July 31, 2025.**



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):.



22
JUN 20 2023

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:** 06/20/2023

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #11324-23-HFCC | ☐ Budget Item |
| ☐ Resolution | ☐ Proclamation | ☐ Other |
| ☐ Draft Ordinance | ☐ Final Ordinance | |

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 67% of the cost of 6 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, 2023 through June 30, 2025 in the amount of \$72,720.00.

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 L. OPPELT

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jennifer Oppelt

Relevant Departments: Health and Human Services

Date submitted: 6/14/2023

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

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



PERSONAL SERVICES AGREEMENT

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

Name: Healthy Families of Clallam County
Address: 1210 East Front Street, Suite C
Port Angeles, WA 98362
Phone N°: 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 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2023.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Leslie Bond
Leslie Bond, Executive Director

Mark Ozias, Chair

Print name: Leslie Bond

Title: Executive Director

Date: June 12, 2023

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5



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CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Leslie Bond, Executive Director

Mark Ozias, Chair

Print name: _____

Title: _____

Date: _____, 2023

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

SCOPE OF WORK

The funding for the **Healthy Families Emergency Shelter** program will provide 4 units used to provide emergency shelter to women, men, and children who are fleeing intimate partner domestic violence. Healthy Families of Clallam County emergency shelter is a short-term program where residents work with an advocate to secure permanent housing. This program is low barrier, client driven and supported with trauma-informed supportive care and cultural compassion.

The funding for this contract covers:

- 4 emergency housing rental units at \$3,030.00 per month x 12 months = \$36,360.00. for funding periods 2021-2022 and 2022-2023.

Maximum consideration for this contract is **\$72,720.00**.

BUDGET/FEE SCHEDULE
July 1, 2023 – June 30, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Rent for Emergency Shelter Units	\$36,360.00
TOTAL	\$36,360.00

July 1, 2024 – June 30, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Rent for Emergency Shelter Units	\$36,360.00
TOTAL	\$36,360.00

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

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

The Contractor must bill no later than 45 days after month of service. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to:

Clallam County Department of Health and Human Services
Attn: Homelessness Program Billing
111 E 3rd Street
Port Angeles, WA 98362

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined in this contract may result in corrective action requirements, the withholding of funds, and/or in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

Funding will be provided during two separate funding periods as documented above. 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 can occur no more than twice per 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 two thousand seven hundred twenty DOLLARS (\$72,720.00) 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: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christine.dunn@clallamcountywa.gov

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, 2023; January 31, 2024; April 30, 2024; July 31, 2024; October 31, 2024; January 31, 2025; April 30, 2025 and July 31, 2025.**

- ☒ 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
JUN 20 2023



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:** 06/20/2023

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #11322-23-FAP | ☐ Budget Item |
| ☐ Resolution | ☐ Proclamation | ☐ Other |
| ☐ Draft Ordinance | ☐ Final Ordinance | |

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, 2023 through June 30, 2025 in the amount of \$64,527.75.

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 L. Piccolo

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jennifer Oppelt

Relevant Departments: Health and Human Services

Date submitted: 6/14/2023

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



PERSONAL SERVICES AGREEMENT

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

Name: Forks Abuse Program DBA Mariposa House

Address: 81 Second Ave
Forks, WA 98331

Phone N°: 360-374-6411

(hereinafter called "Contractor").

This Agreement is comprised of:

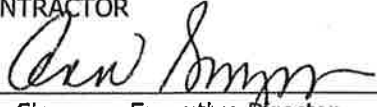
- ☒ Attachment A - Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C - General Conditions
- ☒ Attachment D - Special Terms and Conditions
- ☐ Attachment E (specify) –

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 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2023.

CONTRACTOR


Ann Simpson, Executive Director

Print name: Ann Simpson

Title: ED

Date: 6-12-23, 2023

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 for domestic violence survivors. It will provide education around housing first, employment assistance and referrals, safety planning, financial resources, housing funds and wellness information to support trauma recovery. It will coordinate with other providers in the area and county to meet client goals and needs. This program will provide one unit designated as a Victim of Crime shelter where those victimized by crime other than domestic violence will receive advocacy and referrals, employment assistance, housing and emergency financial assistance, and focus on wellness and goal setting to achieve success. This program will also provide recovery housing, employment assistance, UA's, substance use disorder treatment encouragement and referrals, financial support, case management and referrals to other supportive resources. 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 funding periods 2023-2024 and 2024-2025
- Community Education and Outreach position funding periods 2023-2024 and 2024-2025
- Indirect will be charged at a maximum of 10% based on salaries
- Benefits for these positions
- Electric/Water for shelter and office space for funding periods 2023-2024 and 2024-2025

Maximum consideration for this contract is **\$64,527.75**.

BUDGET/FEE SCHEDULE

July 1, 2023 – June 30, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Prevention Housing Advocate	\$16,854.00
Community Education Outreach	\$5,617.00
Indirect on salaries	\$2,247.00
Benefits	\$6,127.00
Electric/Water for shelter-Office Space	\$1,419.00
TOTAL	\$32,264.00

July 1, 2024 – June 30, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Prevention & Housing Advocate	\$16,854.00
Community Education Outreach	\$5,617.00
Indirect on Salaries	\$2,247.00
Benefits	\$6,127.00
Electric/Water for Office Space	\$1,418.75
TOTAL	\$32,263.75

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

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

The Contractor must bill no later than 45 days after month of service. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services
Attn: Homelessness Program Billing
111 E 3rd Street
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined in this contract may result in corrective action requirements, the withholding of funds, and/or in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

Funding will be provided during two separate funding periods as documented above. 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 can occur no more than twice per 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 Sixty four thousand five hundred twenty seven DOLLARS and 75/100 cents (\$64,527.75) 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: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christine.dunn@clallamcountywa.gov

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, 2023; January 31, 2024; April 30, 2024; July 31, 2024; October 31, 2024; January 31, 2025; April 30, 2025 and July 31, 2025.**



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
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- ☒ **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)

29
JUN 20 2023

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/20/2023

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

Item summary:

- ☐ Call for Hearing
☐ **Resolution**
☐ **Draft Ordinance**

- ☒ Contract/Agreement/MOU - Contract #11322-23-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 in Port Angeles & Sequim. The program 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, 2023 through June 30, 2025 in the amount of \$76,048.00.

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 LePrieux

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jennifer Oppelt

Relevant Departments: Health and Human Services

Date submitted: 6/14/2023

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



PERSONAL SERVICES AGREEMENT

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

Name: Boys & Girls Club's of the Olympic Peninsula

Address: 400 W. Fir Street
Sequim WA, 98382

Phone N°: 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 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2023.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mary Budke
Mary Budke, Executive Director

Mark Ozias, Chair

Print name: MARY BUDKE

Title: Executive Director

Date: 6/12/2023, 2023

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The **Life Skills Training for Youth Experiencing or At Risk of Homelessness** program will work to reduce homelessness by breaking the cycle for at-risk youth, preventing those at risk from becoming homeless and helping lift those experiencing homelessness. The program will provide training and support in areas such as workforce readiness, employment skills, high school completion, college entrance, self-esteem, access to other available resources and services. The program will also provide training in everyday life skills such as cooking, shopping, caring for possessions, budgeting, and navigating the healthcare system. Supportive adult guidance and program facilitation will be available in each Clubhouse after school until 8pm weeknights (6pm Mondays) and for 6 hours on Saturdays in both Sequim and Port Angeles. Teens will prep and cook dinner together nightly during the expanded evening hours. Teens will receive assistance with homework and participate in structured programs and receive mentoring on relationships, workforce preparedness and general life coaching. Program hours will be from 3-7pm and will expand mid-June with summer break, operating from 12:00-8pm on weekdays and maintain the 8pm close through fall. Youth will be provided with a safe, supervised environment and free meals. The program will be led by Teen Coordinators, Youth Development staff--trained in Adverse Childhood Experiences and Trauma Informed Care—to serve as caring mentors.

The funding for this contract covers:

- Teen Center Coordinator Sequim position for funding periods 2023-2024 and 2024-2025
- Teen Center Coordinator Port Angeles position for funding periods 2023-2024 and 2024-2025
- Indirect will be charged at a maximum of 10% based on salaries
- Academic Enrichment Tools for funding periods 2023-2024 and 2024-2025
- Career Prep & Tour Expenses for funding periods 2023-2024 and 2024-2025
- Meals & Snacks for funding periods 2023-2024 and 2024-2025

Maximum consideration for this contract is **\$76,048.00**.

BUDGET/FEE SCHEDULE

July 1, 2023 – June 30, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Teen Center Coordinator Sequim	\$12,000.00
Teen Center Coordinator Port Angeles	\$22,324.00
Indirect on salaries	\$3,400.00
Academic Enrichment Tools (i.e. laptops)	\$100.00
Career Prep & Tour Expenses	\$100.00
Meals & Snacks	\$100.00
TOTAL	\$38,024.00

July 1, 2024 – June 30, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Teen Center Coordinator Sequim	\$17,162.00
Teen Center Coordinator Port Angeles	\$17,162.00
Indirect on Salaries	\$3,400.00

Academic Enrichment Tools (i.e. laptops)	\$100.00
Career Prep & Tour Expenses	\$100.00
Meals & Snacks	\$100.00
TOTAL	\$38,024.00

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

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

The Contractor must bill no later than 45 days after month of service. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services
Attn: Homelessness Program Billing
111 E 3rd Street
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined in this contract may result in corrective action requirements, the withholding of funds, and/or in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

Funding will be provided during two separate funding periods as documented above. 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 can occur no more than twice per 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 six thousand forty eight DOLLARS (\$76,048.00) 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 the 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 the 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, 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: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christine.dunn@clallamcountywa.gov

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 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, 2023; January 31, 2024; April 30, 2024; July 31, 2024; October 31, 2024; January 31, 2025; April 30, 2025 and July 31, 2025.**



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

2h
JUN 20 2023

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/20/2023

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #11322-23-OlyCAP | ☐ Budget Item |
| ☐ Resolution | ☐ Proclamation | ☐ Other |
| ☐ Draft Ordinance | ☐ Final Ordinance | |

Documents exempt from public disclosure attached: ☐

Executive summary:

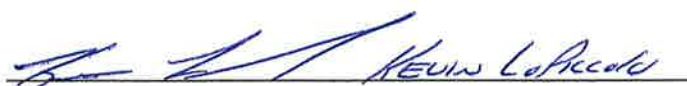
The attached Contract is between Clallam County Health and Human Services and Olympic Community Action Program (OlyCAP). The Sequim Warming Center is open in extreme weather for families and individuals to have a place where they can get out of the weather, get a warm drink and food, and to provide a link to services that these individuals might not otherwise be able to access. This contract is effective July 1, 2023 through June 30, 2025 in the amount of \$47,740.00.

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 LAPRADE

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jennifer Oppelt

Relevant Departments: Health and Human Services

Date submitted: 6/14/2023

* 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-23-25(2163)Olympic Community Actions Program
Revised: 6-7-2023



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 Programs
Address: 2500 W. Sims Way, Suite 201
Port Townsend, WA 98368
Phone N°: 360-301-9350

(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 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2023.

CONTRACTOR

Robin Pangborn
Robin Pangborn, Shelter Manager

Print name: Robin Pangborn

Title: Shelter Manager

Date: June 12th, 2023

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 **Sequim Warming Center** housing program will serve unhoused individuals and families during the winter months and provide a shelter that operates overnight when the temperatures outside may be life threatening. In addition, it will offer a venue in which individuals can access supportive services through a referral system for various unmet needs or other assistance including coordinated entry with the goal of connecting individuals with housing resources.

The funding for this contract covers:

- Shelter Manager position for funding periods 2023-2024 and 2024-2025
- Shelter Supervisor position for funding periods 2023-2024 and 2024-2025
- Monitor position for funding periods 2023-2024 and 2024-2025
- Monitor position for funding periods 2023-2024 and 2024-2025
- Indirect will be charged at a maximum of 10% based on salaries
- Benefits for these positions
- Rent for funding periods 2023-2024 and 2024-2025

Maximum consideration for this contract is **\$47,740.00**.

BUDGET/FEE SCHEDULE

July 1, 2023 – June 30, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Shelter Manager	\$1,650.00
Shelter Supervisor	\$1,350.00
Monitor	\$5,500.00
Monitor	\$5,500.00
Indirect on salaries	\$2,387.00
Benefits	\$7,000.00
Rent	\$483.00
TOTAL	\$23,870.00

July 1, 2024 – June 30, 2025

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Indirect on Salaries	\$2,387.00
Benefits	\$7,000.00
Rent	\$483.00
TOTAL	\$23,870.00

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

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

The Contractor must bill no later than 45 days after month of service. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services
Attn: Homelessness Program Billing
111 E 3rd Street
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined in this contract may result in corrective action requirements, the withholding of funds, and/or in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

Funding will be provided during two separate funding periods as documented above. 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 can occur no more than twice per 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 seven thousand seven hundred forty DOLLARS (\$47,740.00) 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: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christine.dunn@clallamcountywa.gov

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, 2023; January 31, 2024; April 30, 2024; July 31, 2024; October 31, 2024; January 31, 2025; April 30, 2025 and July 31, 2025.**



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
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- ☒ **WORKERS COMPENSATION:**

	Statutory amount
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- ☐ 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):.



2
JUN 20 2023

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:** 06/20/2023

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #11322-23-RSCG | |
| ☐ 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 Reflections Counseling Services Group. The Hotel Leasing & Rapid Rehousing program provides payment for hotel stays, Oxford housing deposits and/or rent, deposits and/or rent to private landlords, or payment for other safe housing options available to currently unhoused individuals. The priority population for this funding is individuals with unmet substance use and or mental health conditions that are currently unhoused. Other unhoused individuals may be served with this funding. This contract is effective July 1, 2023 through June 30, 2025 in the amount of \$104,500.00.

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 LoPaccolo

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jennifer Oppelt

Relevant Departments: Health and Human Services

Date submitted: 6/14/2023

* 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-23-25(2163)Reflections Counseling Services Group
Revised: 6/7/2023



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: Reflections Counseling Services Group

Address: 3430 E. HWY 101, Suite 3

Port Angeles, WA 98362

Phone No: 360-452-4062 x 314

(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 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2023.

CONTRACTOR

G'Neil Ashley, Administrator

Print name: G'NEIL L. ASHLEY

Title: ADMINISTRATOR

Date: June 12th, 2023

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 **Hotel Leasing and Rapid Re-Housing** program will provide payment for hotel stays, Oxford housing deposits and/or rent, deposits and/or rent to private landlords, or payment for other safe housing options available to currently unhoused individuals. The priority population for this project is individuals with unmet substance use and or mental health conditions that are currently unhoused. Other unhoused individuals may be served under this project.

The funding for this contract covers:

- Direct reimbursement for hotel stays, Oxford housing deposits/rent, rent or deposits to private landlords or other safe housing options that would require payment for funding periods 2023-2024 and 2024-2025

Maximum consideration for this contract is **\$104,500**.

BUDGET/FEE SCHEDULE

July 1, 2023 – June 30, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Hotel, Oxford deposits/rent, rent/deposits to private landlords, other safe housing options	\$52,250.00
TOTAL	\$52,250.00

July 1, 2024 – June 30, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Hotel, Oxford deposits/rent, rent/deposits to private landlords, other safe housing options	\$52,250.00
TOTAL	\$52,250.00

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

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

The Contractor must bill no later than 45 days after month of service. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services
Attn: Homelessness Program Billing
111 E 3rd Street
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined in this contract may result in corrective action requirements, the withholding of funds, and/or in the termination

of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

Funding will be provided during two separate funding periods as documented above. 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 can occur no more than twice per 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 four thousand five hundred DOLLARS (\$104,500.00) 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: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christine.dunn@clallamcountywa.gov

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, 2023; January 31, 2024; April 30, 2024; July 31, 2024; October 31, 2024; January 31, 2025; April 30, 2025 and July 31, 2025.**



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):.

JS



AGENDA ITEM SUMMARY

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

JUN 20 2023

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/20/2023

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

Item summary:

- ☐ Call for Hearing
☐ **Resolution**
☐ **Draft Ordinance**

- ☒ Contract/Agreement/MOU - Contract #11322-23-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 70-90 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, 2023 through June 30, 2025 in the amount of \$46,446.00.

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 L. Lofgren
KEVIN LOFGREN

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jennifer Oppelt

Relevant Departments: Health and Human Services

Date submitted: 6/14/2023

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

AIS - 23-25(2163)SerenityHouseofClallamCountyCaseManager

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

Revised: 6/7/2023



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: 360-452-9866

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2023.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Sharon E. Maggard
Sharon E. Maggard, Executive Director

Mark Ozias, Chair

Print name: Sharon E. Maggard

Title: Exec. Director

Date: June 12, 2023

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The **Family Shelter Case Management** program will provide two temporary housing units at Evergreen Family Village for unsheltered/unhoused families. Up to 6 families can be housed using this model. Each family will have an assigned room, larger families may have two rooms. Serenity House provides rent on the units, utilities, indirect costs, maintenance, and employee benefits. The case manager works with families during their approximate 70 to 90 day stay in the program to secure permanent housing.

The funding for this contract covers:

- Family shelter case manager position for funding periods 2023-2024 and 2024-2025.

Maximum consideration for this contract is **\$46,446.00**

BUDGET/FEE SCHEDULE

July 1, 2023 – June 30, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Family Shelter Case Manager	\$23,223.00
TOTAL	\$23,223.00

July 1, 2024 – June 30, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Family Shelter Case Manager	\$23,223.00
TOTAL	\$23,223.00

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

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

The Contractor must bill no later than 45 days after month of service. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services
Attn: Homelessness Program Billing
111 E 3rd Street
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined in this contract may result in corrective action requirements, the withholding of funds, and/or in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

Funding will be provided during two separate funding periods as documented above. 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 can occur no more than twice per 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 six thousand four hundred forty six DOLLARS (\$46,446.00) 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: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christine.dunn@clallamcountywa.gov

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, 2023; January 31, 2024; April 30, 2024; July 31, 2024; October 31, 2024; January 31, 2025; April 30, 2025 and July 31, 2025.**



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) **JUN 20 2023** 2K

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/20/2023

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #11322-23-SHSA | ☐ Budget Item |
| ☐ Resolution | ☐ Proclamation | ☐ Other |
| ☐ Draft Ordinance | ☐ Final Ordinance | |

Documents exempt from public disclosure attached: ☐

Executive summary:

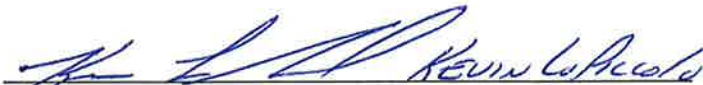
The attached Contract is between Clallam County Health and Human Services and Serenity House of Clallam County. This funding will support 10 aides for the shelter, ensuring adequate staff for each shift to maintain the security and safety of staff and clients. These aides provide security, safety, cleaning/janitorial, service coordination, and program reporting in the Homeless Management Information System. Aides are CPR and Narcan trained and are the first responders for emergencies at the shelter. This contract is effective July 1, 2023 through June 30, 2025 in the amount of \$588,202.00.

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 W. Arnold

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jennifer Oppelt

Relevant Departments: Health and Human Services

Date submitted: 6/14/2023

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



PERSONAL SERVICES AGREEMENT

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

Name: Serenity House of Clallam County

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

Phone No: 360-452-9866

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2023.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Sharon E. Maggard
Sharon E. Maggard, Executive Director

Mark Ozias, Chair

Print name: Sharon E. Maggard

Title: Exec Director

Date: June 12, 2023

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

SCOPE OF WORK

The **Serenity House Shelter Aides Funding** program is to support 24x7 operations. This funding is to be used for 10 shelter aides that are required to provide: security, safety, cleaning/janitorial duties, service coordination, and program reporting in the Homeless Management Information System (HMIS). All shelter aides are CPR and Narcan trained and are the first responders for emergencies at the shelter. This program provides access to 3 meals per day, transportation to appointments, showers, assigned sleeping space, laundry, AA and NA meetings, access to medical/health providers on premises, and connection to housing services, veterans services and other agencies. In March 2022, 40 beds were added to increase capacity to 152 available beds. In November 2022, Clallam County Health & Human Services began a pilot program of a 4-bed respite care program. The shelter serves as an isolation space for illness-stricken homeless individuals should the need arise. The shelter operates at 75-80% capacity daily.

The funding for this contract covers:

- Shelter Aides Days – Four full time positions for funding periods 2023-2024 and 2024-2025
- Shelter Aides Nights –Six full time positions for funding periods 2023-2024 and 2024-2025

Maximum consideration for this contract is **\$588,202.00**.

BUDGET/FEE SCHEDULE

July 1, 2023 – June 30, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Shelter Aides Days (4 FTE)	\$117,640.40
Shelter Aides Nights (6 FTE)	\$176,460.60
TOTAL	\$294,101.00

July 1, 2024 – June 30, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Shelter Aides Days (4 FTE)	\$117,640.40
Shelter Aides Nights (6 FTE)	\$176,460.60
TOTAL	\$294,101.00

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

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

The Contractor must bill no later than 45 days after month of service. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services
Attn: Homelessness Program Billing
111 E 3rd Street
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined in this contract may result in corrective action requirements, the withholding of funds, and/or in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

Funding will be provided during two separate funding periods as documented above. 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 can occur no more than twice per 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 eighty eight thousand two hundred two DOLLARS (\$588,202.00) 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: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christine.dunn@clallamcountywa.gov

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, 2023; January 31, 2024; April 30, 2024; July 31, 2024; October 31, 2024; January 31, 2025; April 30, 2025 and July 31, 2025.**



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)

JUN 20 2023
JUN 20 2023

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/20/2023

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

Item summary:

- ☐ Call for Hearing
☐ **Resolution**
☐ **Draft Ordinance**

- ☒ Contract/Agreement/MOU - Contract #11322-23-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, 2023 through June 30, 2025 in the amount of \$28,152.00.

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 LOPICCO

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jennifer Oppelt

Relevant Departments: Health and Human Services

Date submitted: 6/14/2023

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



.PERSONAL SERVICES AGREEMENT

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

Name: The Answer For Youth (TAFY)
Address: 826 E. First Street / PO Box 633
Port Angeles, WA 98362
Phone N°: 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 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2023.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS


Susan Hillgren, Director

Mark Ozias, Chair

Print name: Susan L. Hillgren

Title: Director

Date: 6-13-2023

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

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

The funding for this contract covers:

- Rental Subsidies for funding periods 2023-2024 and 2024-2025
- Clothing costs for funding periods 2023-2024 and 2024-2025
- Utility Deposit Assistance for funding periods 2023-2024 and 2024-2025
- Transportation costs for funding periods 2023-2024 and 2024-2025
- Housing Deposits for funding periods 2023-2024 and 2024-2025
- Wellness Passes for funding periods 2023-2024 and 2024-2025
- Medical - prescriptions/eyeglasses for funding periods 2023-2024 and 2024-2025

Maximum consideration for this contract is **\$28,152.00**

BUDGET/FEE SCHEDULE

July 1, 2023 – June 30, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Rental Subsidies	\$2,000.00
Clothing	\$3,000.00
Utility Deposit Assistance	\$800.00
Transportation	\$2,500.00
Housing Deposits	\$1,000.00
Wellness Passes	\$3,276.00
Medical – Prescriptions/Eyeglasses	\$1,500.00
TOTAL	\$14,076.00

July 1, 2024 – June 30, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Rental Subsidies	\$2,000.00
Clothing	\$3,000.00
Utility Deposit Assistance	\$800.00
Transportation	\$2,500.00
Housing Deposits	\$1,000.00
Wellness Passes	\$3,276.00
Medical – Prescriptions/Eyeglasses	\$1,500.00
TOTAL	\$14,076.00

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

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

The Contractor must bill no later than 45 days after month of service. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services
Attn: Homelessness Program Billing
111 E 3rd Street
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined in this contract may result in corrective action requirements, the withholding of funds, and/or in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

Funding will be provided during two separate funding periods as documented above. 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 can occur no more than twice per 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 eight thousand one hundred fifty two DOLLARS (\$28,152.00) 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: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christinedunn@clallamcountywa.gov

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, 2023; January 31, 2024; April 30, 2024; July 31, 2024; October 31, 2024; January 31, 2025; April 30, 2025 and July 31, 2025.**



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):.

2m



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) JUN 20 2023

JUN 20 2023

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 06/20/2023

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #11322-23-BTG |
| ☐ Resolution | ☐ Proclamation |
| ☐ Draft 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 11 program provides funding for essential agency operational costs of utilities, insurance, L&I, storage and technology (fire system, security system, internet). This contract is effective July 1, 2023 through June 30, 2025 in the amount of \$56,681.30.

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 L. MCCOY

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jennifer Oppelt

Relevant Departments: Health and Human Services

Date submitted: 6/14/2023

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



PERSONAL SERVICES AGREEMENT

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

Name: The Answer For Youth (TAFY)
Address: 826 E. First Street / PO Box 633
Port Angeles, WA 98362
Phone N°: 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 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2023.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS


Susan Hillgren, Director

Mark Ozias, Chair

Print name: Susan H. Hillgren

Title: Director

Date: 6-13, 2023

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The **Bridging the Gap 10** program provides funding for essential agency operational costs of utilities, insurance, L&I, storage units, and technology (fire system, database hosting, internet).

The funding for this contract covers:

- Utilities for funding periods 2023-2024 and 2024-2025
- Insurance (D&O, Property) for funding periods 2023-2024 and 2024-2025
- L&I for funding periods 2023-2024 and 2024-2025
- Technology for funding periods 2023-2024 and 2024-2025
- Storage Units for funding periods 2023-2024 and 2024-2025

Maximum consideration for this contract is **\$56,681.30**

BUDGET/FEE SCHEDULE

July 1, 2023 – June 30, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Utilities	\$16,848.65
Insurance (D&O, Property)	\$4,600.00
Storage	\$2,760.00
L&I	\$1,000.00
Technology	\$3,132.00
TOTAL	\$28,340.65

July 1, 2024 – June 30, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Utilities	\$16,848.65
Insurance (D&O, Property)	\$4,600.00
Storage	\$2,760.00
L&I	\$1,000.00
Technology	\$3,132.00
TOTAL	\$28,340.65

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

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

The Contractor must bill no later than 45 days after month of service. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe.

Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services
Attn: Homelessness Program Billing
111 E 3rd Street
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined in this contract may result in corrective action requirements, the withholding of funds, and/or in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

Funding will be provided during two separate funding periods as documented above. 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 can occur no more than twice per 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 fifty six thousand six hundred eighty one DOLLARS and 30/100 (\$56,681.30) 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: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christinedunn@clallamcountywa.gov

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, 2023; January 31, 2024; April 30, 2024; July 31, 2024; October 31, 2024; January 31, 2025; April 30, 2025 and July 31, 2025.**



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):.



25

JUN 20 2023

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:** 06/20/2023

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

Item summary:

- ☐ Call for Hearing
☐ **Resolution**
☐ **Draft Ordinance**

- ☒ Contract/Agreement/MOU - Contract #11324-23-PHA
☐ **Proclamation**
☐ **Final Ordinance**
☐ **Budget Item**
☐ **Other**

Documents exempt from public disclosure attached: ☐

Executive summary:

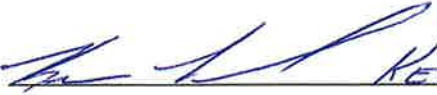
The attached Contract is between Clallam County Health and Human Services and The Peninsula Housing Authority. Currently, Peninsula Housing Authority is under contract to purchase the Ox Bow Apartments in Forks, WA. This is a 20-unit low-income housing property and has rental assistance for each unit. This funding will assist with the feasibility study cost which includes: title/closing costs, ALTA survey, appraisal, capital needs assessment, environmental studies, and legal fees. This contract is effective July 1, 2023 through June 30, 2025 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 LAPINE

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jennifer Oppelt

Relevant Departments: Health and Human Services

Date submitted: 6/14/2023

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



PERSONAL SERVICES AGREEMENT

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

Name: Peninsula Housing Authority

Address: 2603 S. Francis Street
Port Angeles, WA 98362

Phone No: 360-452-7631

(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 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of June 2023.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS



Sarah Martinez, Executive Director

Mark Ozias, Chair

Print name: Sarah T. Martinez

Title: Executive Director

Date: June 13, 2023

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The funding for the **Ox Bow Apartments** program will provide assistance with the feasibility study cost for the purchase of the 20-unit low-income property. The property has rental assistance for each unit. The Peninsula Housing Authority is working to purchase the property, make improvements as needed and preserve the current affordability by retaining all qualified tenants. This funding of \$25,000 is for assistance with the feasibility study, the cost of which are estimated at approximately \$63,050.

The funding for this contract covers:

- Title/Closing Costs for funding period 2023-2024.
- ALTA Survey for funding period 2023-2024
- Appraisal for funding period 2023-2024
- Capital Needs Assessment for funding period 2023-2024
- Environmental Studies for funding period 2023-2024
- Legal Fees for funding period 2023-2024

Maximum consideration for this contract is **\$25,000.00**.

BUDGET/FEE SCHEDULE
July 1, 2023 – June 30, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Title/Closing Costs	\$2,800.00
ALTA Survey	\$4,625.00
Appraisal	\$2,500.00
Capital Needs Assessment	\$1,600.00
Environmental Studies	\$7,500.00
Legal Fees	\$5,975.00
TOTAL	\$25,000.00

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

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

The Contractor must bill no later than 45 days after month of service. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to:

Clallam County Department of Health and Human Services
Attn: Homelessness Program Billing
111 E 3rd Street
Port Angeles, WA 98362

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined in this contract may result in corrective action requirements, the withholding of funds, and/or in the termination

of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

Funding will be provided during two separate funding periods as documented above. 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 can occur no more than twice per 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: Christine Dunn

Title: Behavioral Health and Homelessness Program Coordinator

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

Telephone: 360-417-2582

E-mail: christine.dunn@clallamcountywa.gov

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, 2023; January 31, 2024; April 30, 2024; July 31, 2024; October 31, 2024; January 31, 2025; April 30, 2025 and July 31, 2025.**



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
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- ☒ **WORKERS COMPENSATION:**

	Statutory amount
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- ☐ 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):.



3a
JUN 20 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 6/12/23

REGULAR AGENDA ☒ **Meeting Date:** 6/20/23

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:

Vacancies exist on the Clallam County Fair Advisory Board due to resignations.

A press release was issued during the month of April 2023 soliciting applications from interested citizens. Three applications were received.

The Deputy Director of Parks, Fair and Facilities supports the appointment of Mindy D. Mady and Cindy S. Kelly to the Fair Advisory Board.

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

None

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Parks, Fair & Facilities

Relevant Departments: Board of Commissioners, Parks, Fair & Facilities

Date submitted: 6-7-23

* 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)

Fair Board Mady & Kelly 6-20-23
Revised: 3-04-2019



RESOLUTION _____, 2023

APPOINTING MEMBERS TO THE FAIR ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Clallam County Fair Advisory Board due to resignations.
2. A press release was issued during the month of April 2023 soliciting applications from interested citizens. Three applications were received.
3. The Deputy Director of Parks, Fair and Facilities supports the appointment of Mindy D. Mady and Cindy S. Kelly to the Fair Advisory Board.

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

1. **Mindy D. Mady** is appointed as the Home Arts/Hobbies and Crafts representative to complete a term ending January 1, 2024 and an additional four-year term ending January 1, 2028.
2. **Cindy S. Kelly** is appointed as the Grange representative for a term ending January 1, 2025.

PASSED AND ADOPTED this 20th day of June 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mike French

c: A22.159
Parks, Fair, and Facilities
Appointee(s)