



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, May 24, 2021 – 8:00 a.m.

****ATTENTION****

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

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

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

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

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

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

Administration – 9 a.m.

1. Calendar/Correspondence
2. Request to approve 2 easements for the SR 101, Ennis Creek - Fish Barrier Removal Project - 9 a.m.

Request to approve 2 easements 

Health and Human Services

3. Agreement amendment 1 with Department of Ecology for solid waste activities (2d)*

Agreement amendment 1 

4. Agreement amendment 1 with the Port of Port Angeles to provide temporary shelter space for the Social Distancing Center - COVID

Agreement amendment 1 

5. Agreement amendment 2 with Olympic Peninsula Community Clinic to provide medical and case services at Social Distancing Center – COVID

Agreement amendment 2 

6. Agreement amendment 1 with Norpoint Tactical to provide security services at the Social Distancing Center – COVID

Agreement amendment 1 

7. Pre-application questionnaire for Local Solid Waste Financial Assistance - Solid Waste Enforcement

Pre-application questionnaire 

8. Pre-application questionnaire for Local Solid Waste Financial Assistance ? Planning/Implementation

Pre-application questionnaire 

Community Development

9. Agreement amendment 2 with AHBL, Inc. for the Stormwater Management and Regulations Outreach Grant

Agreement amendment 2 

Board of Commissioners

10. Resolution authorizing expenditures from the Hotel/Motel Tax Fund for “Keeping the Lights On COVID”

Resolution 

11. Resolution authorizing expenditures from the Hotel/Motel Tax Fund for the approved 2021 Lodging Tax Funding Applications requests

Resolution 

12. Resolution appointing Nora Martin to the Crescent Community Advisory Council

Resolution 

General Discussion/Items for Future Agendas

- A. Quarterly reports - NODC, CIE, SBDC and EDC (June 7 at 9 a.m.)

- B. Charter Review Recommendation follow-up meeting (June 14)
- C. Emergency Operation Center discussion (June 14)
- D. Department of Natural Resources quarterly report (June 21 at 1 p.m.)
- E. Olympic National Forest update (August 2 at 10:30 a.m.)
- F. Noise Ordinance (TBD)

EXECUTIVE SESSION

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

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



AGENDA ITEM SUMMARY

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

2
5/24/21
@9am

Department: BOCC

WORK SESSION ☒ Meeting Date: 5-24-21 -9am

REGULAR AGENDA ☒ Meeting Date: 6-1-21

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☒ Other - 2 easements |

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington State Department of Transportation (WSDOT) plans to proceed with the SR 101, Ennis Creek – Remove Fish Barrier Project.

The existing drainage structure at this location has been identified as a fish passage barrier. By replacing the existing structure with a fish passable structure, the restriction to fish passage will be eliminated.

WSDOT has notified Clallam County of their interest in acquiring property for this project.

Sarah Olenick – WSDOT Property and Acquisition Specialist will brief the board on this request and answer any questions. Olenick is recommending to approve the 2 easements.

The easements and project have been reviewed and approved by the PAO.

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

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

Review and recommend approving 2 easements with WSDOT.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners Office, Stanley-PAO and Sara Olenick – WSDOT

Relevant Departments: Board of Commissioners and Stanley- PAO

Date submitted: May 12, 2021

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

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



Olympic Region
5720 Capitol Boulevard, Tumwater
P.O. Box 47440
Olympia, WA 98504-7440
360-357-2600 / FAX: 360-357-2601
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 11, 2021

Clallam County Public Works
Attn: Joe Swordmaker
223 East Fourth Street, Suite 6
Port Angeles, WA 98362

Re: SR 101, Ennis Creek – Remove Fish Barrier
FA No. N/A
Parcel Number 3-10991

Dear Mr. Swordmaker:

The State of Washington, acting by and through its Department of Transportation (WSDOT), plans to proceed with the above-titled public project.

The existing drainage structure at this location has been identified as a fish passage barrier. By replacing the existing structure with a fish passable structure, the restriction to fish passage will be eliminated.

The purpose of this letter is to notify you of a) WSDOT's interest in acquiring your property for this project, b) WSDOT's determination of just compensation for your property, and c) the basic protections afforded to you by law.

WSDOT has established an amount it believes is just compensation based on the market value estimated for your property. WSDOT's offer is as follows:

Land Conveyed Fee:	N/A	SF	\$ 0
Access Rights	N/A		\$ 0
Lands Conveyed Easement:	56,396	SF	\$ 5,900.00
Temporary Easement:	N/A	SF	\$ 0
Improvements	N/A		\$ 0
Damages	N/A		\$ 0
Other	N/A		\$ 0
Total Amount			\$5,900.00

An administrative offer is based upon market research and is used when the property rights being acquired involve estimated compensation of less than \$10,000. Accordingly, an appraisal has not been completed on this property.

Payment for your property and/or property rights will be made available to you as soon as reasonably possible after you accept WSDOT's offer, provided that there are no delays in closing the transaction. The date on which payment is made available to you is called the "payment date". On that date, WSDOT becomes the owner of the property purchased and responsible for its control and management.

If you employ professional services to evaluate this offer, WSDOT will reimburse you up to \$750 of your evaluation costs. Claims for reimbursement will be paid at the time of final settlement upon submission of an invoice or paid receipt.

If we are unable to achieve a mutually agreeable settlement, WSDOT, acting in the public interest, will use its right of eminent domain to acquire your property for public use. In conformity with the Washington State Constitution and laws, the Attorney General's Office will file a condemnation action to obtain a "Court Order of Public Use and Necessity", and a trial will be arranged to determine the just compensation to be paid for your property. This action is taken to ensure your rights as an individual property owner are protected. If a condemnation action is filed, you should consider consulting with an attorney to ensure that you receive appropriate representation.

Enclosed please find the following:

- A. The necessary legal documents for the transferring of the property or property rights;
- B. A voucher setting forth the monetary details of this transaction;
- C. A copy of the valuation of your property;
- D. A plan sheet showing the property rights;
- E. Transportation Needs and You (brochure explaining the Right-of-Way acquisition process).

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. Please feel free to contact me directly at (360) 357-2719, or at olenics@wsdot.wa.gov, to discuss the offer further or address additional questions you may have. Thank you for your time and consideration.

Sincerely,

Sara Olenick

Sara Olenick
Property & Acquisition Specialist
360-357-2719 (office)
503-828-8732 (cell)

Receipt of this letter is hereby acknowledged:

Owner

Date

(Signature above does not mean acceptance or rejection of offer.)

ADMINISTRATIVE OFFER SUMMARY No. 1

PROJECT: US 101 Ennis Creek - Remove Fish Barrier
PLAN SHEET TITLE: SR 101, Alder St. in Port Angeles to Brooks St., Clallam County
Sheets 3 of 4 Sheets; Plan Approval Date: 08/25/1964 Revision Date 04/09/2021
FEDERAL AID NO. N/A Tax Account No. 063012540660, 063012540530, 063012560420, 063012540600, & 063012540440
OWNERS NAME: Clallam County
PROPERTY LOCATION: North side of SR 101 on both sides of Ennis Creek, Port Angeles
BEFORE AREA: 106,352 SF / 2.44 Ac AFTER AREA: 106,352 / 2.44 Ac
ACQUISITION AREA: PERMANENT DRAINAGE EASEMENT (PE): 56,396 SF
CURRENT USE: Vacant Land ZONING: Open Space
HIGHEST & BEST USE: Possibly low-end residential where development is likely challenging
IMPROVED N/A

EFFECTS OF ACQUISITION: Ennis Creek is a fish bearing stream which requires a 150 foot setback. The subject property consists of five vacant tax parcels. The four impacted parcels are 063012540660, 063012540530, 063012560420, and 063012540440. 063012540530 and 063012560420 are not contiguous. The permanent drainage easement (PE) will allow placement and maintenance of large wood structures, and modification of the alignment/width of the channel. During construction, activities within the PE will consist of clearing and grubbing, installation of check dams and stream diversions, dewatering, temporary utility relocation work, staging, creek access for equipment, revegetation, and planting. The PE area contains 4 alders and 2 maple, 1 cedar, and 6 fir trees varying in size, that will be removed. These trees are within the stream setbacks in a forested area and the removal of the trees will have no foreseeable negative impact on the site. The comparable sales are also similarly treed; therefore, the value of the trees is inclusive in the land value. There are no impacts to any improvements.

Construction is anticipated to be completed no later than October 31, 2024.

The permanent maintenance construction easement is valued at 25% of the underlying fee value.

SALES RELIED ON : See Attached (contained in Data Package for this project dated Attached).

Subject Sold within last 5 years? No If yes, is Sale included in Data package? N/A If no, explain why not: N/A

ACQUISITION COMPENSATION

FEE: <u>N/A</u> (area)	<u>\$ 45,000 / Lot = 0.42/SF</u> Unit Value	<u>\$</u>
IMPROVEMENTS: <u>N/A</u> (type and size)	<u>\$</u> Unit Value	<u>\$</u>
Drainage Easement- <u>56,396 SF</u> (type and size)	<u>\$0.42/SF x 56,396 SF x 25%</u> Unit Value	<u>\$5,900 (RD)</u>
DAMAGES: <u>N/A</u>	<u>\$</u>	<u>\$</u>
Worksheet Date: <u>9/30/2020</u>	Total	<u>\$ 5,900</u>

Prepared By: Laura Lund Date: 4/14/2021
WSDOT Property and Acquisition Specialist

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

W Moody

(Region Appraisal Supervisor)

4/20/21

(Date)

Subject Photographs



1. Looking NW at TCE area.



2. Looking NE at TCE area.



3. Looking NW at TCE area.

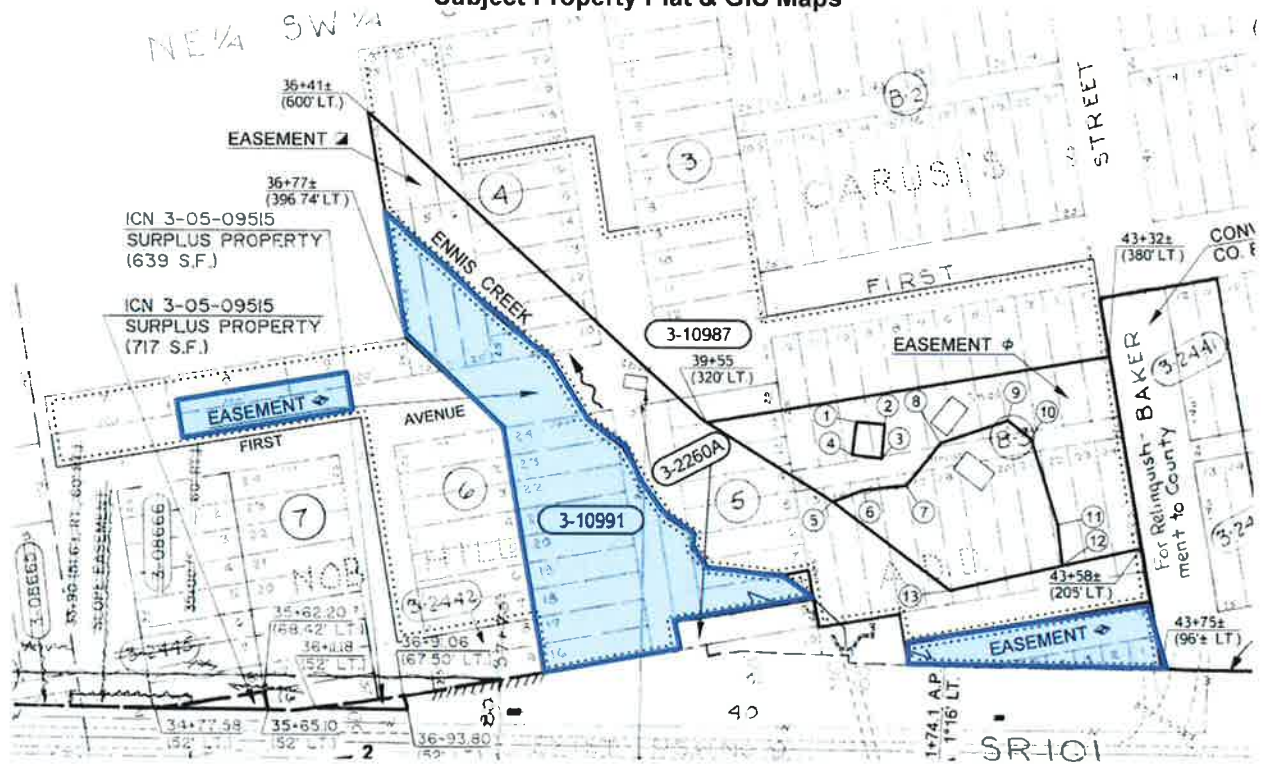


4. Looking NE at TCE area

Date of Photos: 9/30/2020

Taken By: Laura Lund

Subject Property Plat & GIS Maps



**MARKET DATA
LAND COMPARABLE NO. 1**

(1) ADDRESS or LOCATION: 467 & 451 John Jacobs Rd, Port Angeles, WA.

(2) SALE SKETCH AND PHOTO ARE ON FOLLOWING PAGE.

- (3)** a. Access: Gravel County Street
b. Use at Sale: Vacant
c. H. & B. Use: Residential
d. Zoning: Rural Neighborhood Conservation (NC)
e. Area: 206,954 SF / 4.75 Acres
f. Sale Date: 7/17/2018
g. Sale Price: \$ 69,000
h. Instrument Type: Personal Representatives Deed
i. Terms: Cash
j. Ex. Tax # or Auditor's No: 116127
k. Sellers: Michael Gerlinger Estate
l. Buyer: Shawn Floyd and Anna Lute
m. Confirmed: Kelly Johnson (listing agent)
Date: 5/24/2019 by Laura Lund Phone: 360-477-5876
n. Date Inspected: 4/30/2019

(4) LEGAL DESCRIPTION or TAX PARCEL NUMBER: 0530143390400000, 0530143390500000

(5) COMMENTS: This vacant property is rectangularly shaped, partially cleared, and has level to rolling topography. PUD power and water were available at the road at the time of sale. A creek runs through the NE portion of the property and wetlands affect about half of the property. According to the listing, the property had an existing older septic system, but the condition was unknown. The property was in the process of being developed at the time of inspection.

(6) ANALYSIS: According to the listing agent this sale was an arms-length, cash, transaction with no buyer or seller concessions. This property was listed at \$69,000 for 53 days before selling at \$69,000.

ITEM	CONTRIBUTION VALUE	MARKET UNIT
Land: 1,742,400 SF / 4.75 Acres)	\$ 69,000	\$ 69,000 / Lot
	\$	\$
Buildings : N/A		
	\$	\$
Other (site, yard, etc.): N/A		
	\$	\$
TOTAL SALES PRICE	\$ 69,000	\$

SKETCH AND PHOTOGRAPHS OF COMPARABLE NO. 1

Camera location is approximated by the arrow body. The arrowhead points in the same direction as the camera lens.



Up is North



Date of Photo: 4/30/2019

Taken By: Laura Lund

**MARKET DATA
LAND COMPARABLE NO. 2**

(1) ADDRESS or LOCATION: 144 Bumpy Rd, Port Angeles, WA.

(2) SALE SKETCH AND PHOTO ARE ON FOLLOWING PAGE.

- (3)**
- a. Access: Gravel Access Easement
 - b. Use at Sale: Vacant
 - c. H. & B. Use: Residential
 - d. Zoning: Rural Low (R5)
 - e. Area: 54,014 SF / 1.24 Acres
 - f. Sale Date: 11/27/2017
 - g. Sale Price: \$ 34,000
 - h. Instrument Type: Warranty Deed
 - i. Terms: Cash
 - j. Ex. Tax # or Auditor's No: 113621
 - k. Sellers: Right Time and Place Capital I LLC
 - l. Buyer: Benjamin Hill
 - m. Confirmed: Wanda Eaton (Listing & Selling Agent)
Date: 7/30/2019 by Laura Lund Phone: 425-354-7609
 - n. Date Inspected: 4/30/2019

(4) LEGAL DESCRIPTION or TAX PARCEL NUMBER: 0530105409500000

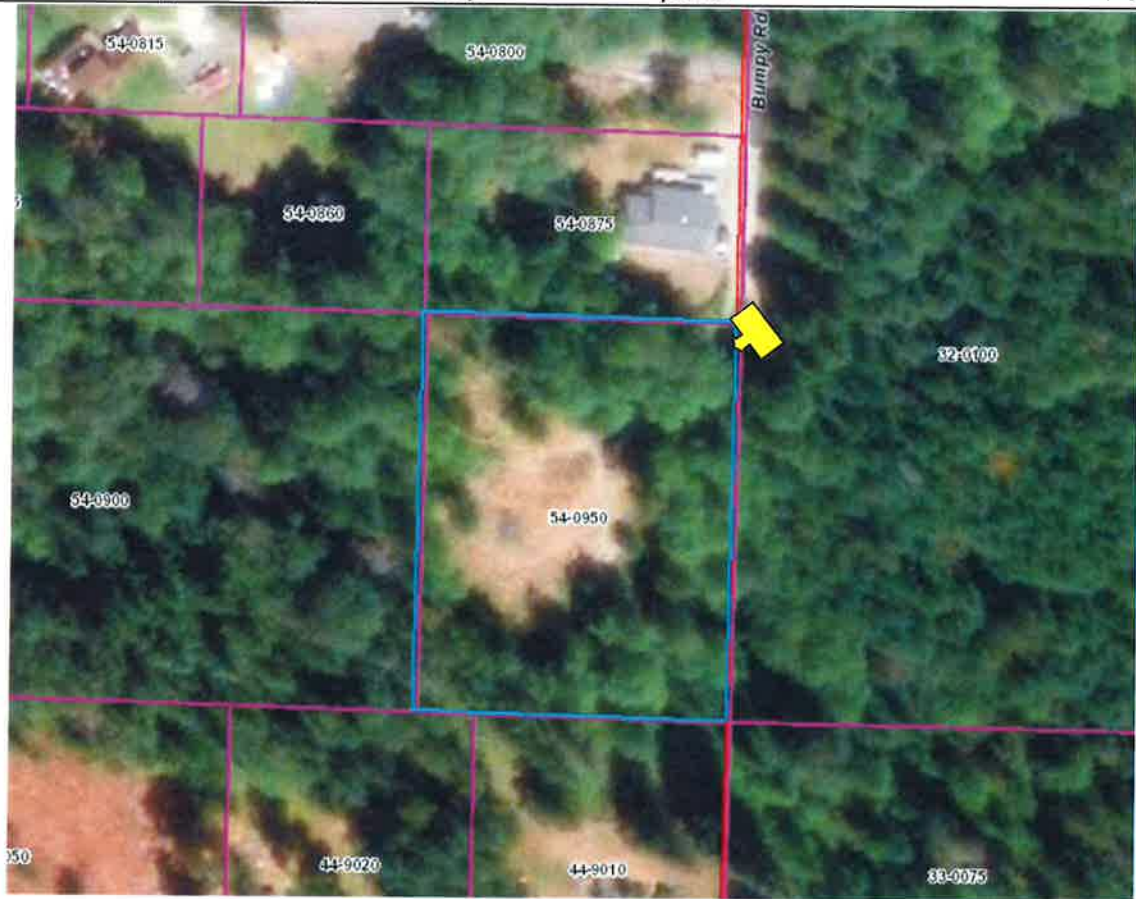
(5) COMMENTS: This property was an unimproved vacant lot that is rectangularly shaped, sloping, and was partially cleared at the time of sale. PUD power and water were available and needed to be brought in to the property at the time of sale. Development would require the installation of a private septic system. The listing stated that it was perked for a 3-bedroom. This property was developed with a single-family residence at the time of inspection.

(6) ANALYSIS: According to the listing and selling agent, this sale was an arms-length, cash transaction, with no buyer or seller concessions. This property was listed at \$42,000 for 202 days before selling at \$34,000.

ITEM	CONTRIBUTION VALUE	MARKET UNIT
Land: 54,014 SF / 1.24 Acres	\$ 34,000	\$ 0.63 / SF
	\$	\$
Buildings : N/A	\$	\$
	\$	\$
Other (site, yard, etc.):	\$	\$
	\$	\$
TOTAL SALES PRICE	\$	\$ 34,000 / Lot

SKETCH AND PHOTOGRAPHS OF COMPARABLE NO. 2

Camera location is approximated by the arrow body. The arrowhead points in the same direction as the camera lens.



Up is North



Date of Photo: 4/30/19

Taken By: Laura Lund

**MARKET DATA
LAND COMPARABLE NO. 3**

(2) ADDRESS or LOCATION: Tripp Road, Sequim, WA.

(2) SALE SKETCH AND PHOTO ARE ON FOLLOWING PAGE.

- (3)** a. Access: Paved County Street
b. Use at Sale: Vacant
g. H. & B. Use: Residential
h. Zoning: Rural Neighborhood Conservation (NC)
i. Area: 71,003 SF / 1.63 Acres
j. Sale Date: 7/24/2018
g. Sale Price: \$ 53,000
h. Instrument Type: Warranty Deed
i. Terms: Cash
j. Ex. Tax # or Auditor's No: 116157
k. Sellers: James & Alicia Scofield
l. Buyer: Phillip & Emma White
m. Confirmed: Ben Scofield (listing agent)
Date: 7/16/2019 by Laura Lund Phone: 360-808-3637
n. Date Inspected: 4/30/2019

(4) LEGAL DESCRIPTION or TAX PARCEL NUMBER: 0430213290200000

(5) COMMENTS: This vacant property is irregularly shaped, partially cleared, and has rolling topography. PUD power was available at the road at the time of sale. Development would require installation of a well and septic system. The property had irrigation at the time of sale but contributed little to no value.

(6) ANALYSIS: According to the listing agent this sale was an arms-length, cash, transaction with no buyer or seller concessions. The listing agent was also the property owner but the property was sold to an unrelated buyer. This property was listed at \$58,500 for 54 days before selling at \$53,000.

ITEM	CONTRIBUTION VALUE	MARKET UNIT
Land: 71,003 SF / 1.63 Acres)	\$ 53,000	\$ 0.75 / SF
	\$	\$
Buildings : N/A	\$	\$
	\$	\$
Other (site, yard, etc.): N/A	\$	\$
	\$	\$
TOTAL SALES PRICE	\$	\$ 53,000 / Lot

SKETCH AND PHOTOGRAPHS OF COMPARABLE NO. 3

Camera location is approximated by the arrow body. The arrowhead points in the same direction as the camera lens.



Up is North



Date of Photo: 4/30/2019

Taken By: Laura Lund

MARKET DATA
Comparable # 4

(1) **ADDRESS or LOCATION:** 467 John Jacobs Rd, Port Angeles, WA.

(2) **SALE SKETCH AND PHOTO ARE ON FOLLOWING PAGE;**

- (3) a. Access: Gravel County Road
b. Use at Sale: Vacant
c. H & B Use: Residential
d. Zoning: Rural Neighborhood Conservation (NC)
e. Area: 103,673 SF / 2.38 Acres
f. Sale Date: 5/24/2017
g. Sale Price: \$32,000
h. Instrument Type: Warranty Deed
i. Terms: Cash
j. Ex. Tax # or AF#: 111588
k. Seller: Robert Tuttle
l. Buyer: Michael Gerlinger
m. Confirmed With: Susan Telliard (Listing Agent)
Date: 5/17/2019 By: Laura Lund Phone: 360-565-6348
n. Date Inspected: 4/30/2019

(4) **LEGAL DESCRIPTION or TAX PARCEL NUMBER:** 0530143390500000

(5) **Comments :** This vacant property is rectangularly shaped, partially cleared, and has sloped to rolling topography. PUD power and water were available at the road at the time of sale. A creek runs up through the northern half of the property and wetlands affect about 75% of the property. According to the listing, the property had an existing septic system at the time of sale, but it was unusable.

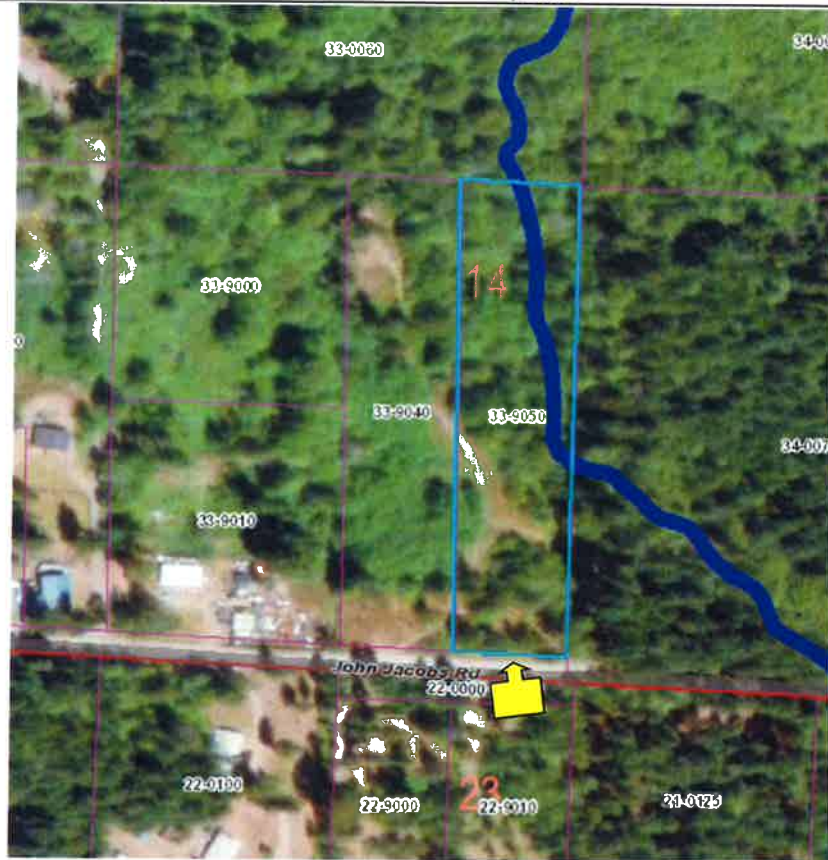
(6) **ANALYSIS:** According to the listing agent this sale was an arms-length, cash, transaction with no buyer or seller concessions. According to the listing agent, a portion of the property was buildable. This property was listed at \$40,000 for 9 days before selling at \$32,000.

(6) **ALLOCATION:**

ITEM	CONTRIBUTION VALUE		MARKET UNIT	
Land: 103,673 SF / 2.38 Acres	\$	32,000	\$	0.31 / SF
			\$	
Buildings: N/A	\$		\$	
Other (Site, Yard, etc.): N/A	\$		\$	
	\$			
TOTAL SALE PRICE	\$		\$	32,000

SKETCH AND PHOTOGRAPHS OF COMPARABLE NO. 4

Camera location is approximated by the arrow body. The arrowhead points in the same direction as the camera lens.



Up is North



Date of Photo: 4/30/19

Taken By: Laura Lund

**MARKET DATA
LAND COMPARABLE NO. 5**

(1) ADDRESS or LOCATION: N Breezy Ln, Port Angeles, WA.

(2) SALE SKETCH AND PHOTO ARE ON FOLLOWING PAGE.

- (3)** a. Access: Gravel County Street
b. Use at Sale: Vacant
c. H. & B. Use: Residential
d. Zoning: Rural Character Conservation 5 (RCC5)
e. Area: 64,904 SF / 1.49 Acres
f. Sale Date: 6/29/2018
g. Sale Price: \$ 52,000
h. Instrument Type: Warranty Deed
i. Terms: Cash
j. Ex. Tax # or Auditor's No: 115932
k. Sellers: Kayla Dymont
l. Buyer: Duane & Karen Baker
m. Confirmed: Tom Hanna (listing agent)
Date: 7/16/2019 by Laura Lund Phone: 360-460-9686
n. Date Inspected: 4/30/2019

(4) LEGAL DESCRIPTION or TAX PARCEL NUMBER: 0530093100500000

(5) COMMENTS: This property is an unimproved vacant lot that is rectangularly shaped, slightly sloped, treed and partially cleared. PUD power and water were available at the road at the time of sale. Development would require the installation of a private septic system. This property has partial mountain views and is located along the Discovery Trail.

(6) ANALYSIS: According to the listing agent, this sale was an arms-length, cash transaction, with no buyer or seller concessions. This property was listed at \$57,500 for 71 days before selling at \$52,000.

ITEM	CONTRIBUTION VALUE	MARKET UNIT
Land: 64,904 SF / 1.49 Acres	\$ 52,000	\$ 52,000 / Lot
	\$	\$
Buildings : N/A	\$	\$
	\$	\$
Other (site, yard, etc.): Partial Mountain Views	\$	\$
	\$	\$
TOTAL SALES PRICE	\$ 52,000	\$

SKETCH AND PHOTOGRAPHS OF COMPARABLE NO. 5

Camera location is approximated by the arrow body. The arrowhead points in the same direction as the camera lens.



Up is North



Date of Photo: 4/30/19

Taken By: Laura Lund



REAL PROPERTY VOUCHER

DEPARTMENT OF TRANSPORTATION Real Estate Services PO Box 47338 Olympia, WA 98504-7338		GRANTOR OR CLAIMANT (NAME & ADDRESS) Clallam County 223 E 4th St. Port Angeles, WA 98362		SWV NO.: 916001298	
PROJECT NO. 310104E					
RW PLAN TITLE SR 101, Alder St. in Port Angeles to Brooks St.					
FEDERAL AID NO.	PARCEL NO. 3-10991	WORK ORDER: RW5494	GROUP: 01	WORK OP: 0221	C.S.: 0400NT
		ORG NO.: 433101			
VOUCHER NO.:		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the State of Washington, that the same or any part thereof has not been paid, and that I am authorized to sign.			
AMOUNT:		SIGNATURE IN INK FOR EACH CLAIMANT:		DATED	
LAND	\$5,900.00	SIGNATURE:			
IMPROVEMENTS	\$0.00				
DAMAGES:		PRINT NAME:			
COST TO CURE:	\$0.00	SIGNATURE:		DATED	
PROXIMITY:	\$0.00				
OTHER:	\$0.00				
SPECIAL BENEFITS	\$0.00	PRINT NAME:			
REMAINDER	\$0.00	SIGNATURE:		DATED	
DEDUCTIONS:					
AMOUNT PREVIOUSLY PAID	\$0.00	PRINT NAME:			
PERFORMANCE BOND	\$0.00				
SALVAGE AMOUNT	\$0.00	SIGNATURE:		DATED	
PRE-PAID RENT	\$0.00				
OTHER	\$0.00				
ADMINISTRATIVE SETTLEMENT	\$0.00	PRINT NAME:			
STATUTORY EVALUATION ALLOWANCE	\$0.00	ACQUISITION AGENT:		DATE	
ESCROW FEE	\$0.00	BY:			
REAL ESTATE EXCISE TAX	\$0.00	AUTHORIZED SIGNATORY FOR WSDOT:		DATE	
OTHER:	\$0.00	BY:			
		TOTAL AMOUNT DUE:		\$5,900.00	

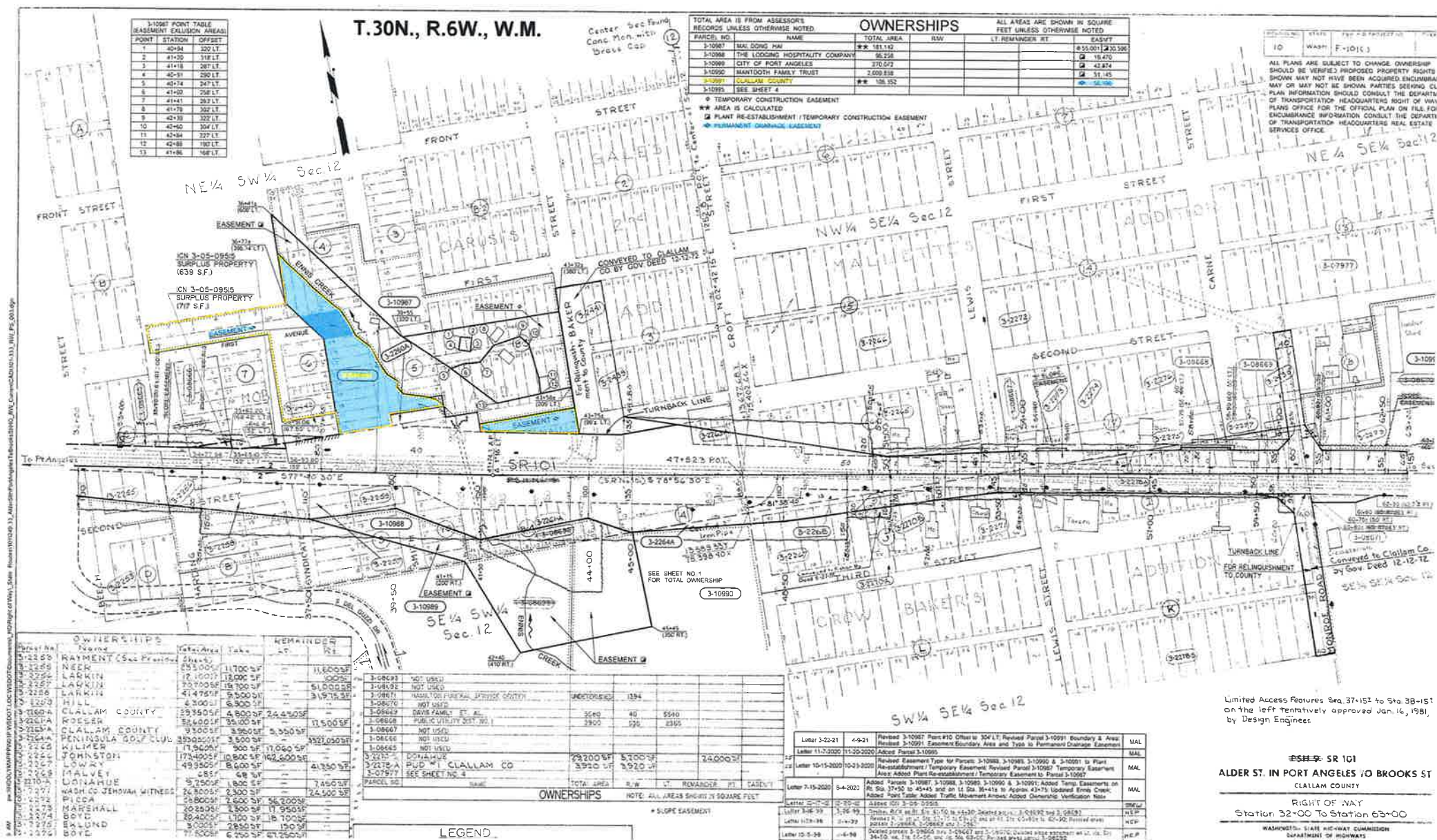
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Center Sec Found
Canc. Mon. with
Throat Cap

OWNERSHIPS

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. ENCUMBRANCE MAY OR MAY NOT BE SHOWN. PARTIES SEEKING PLAN INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS. RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE. AN ENCUMBRANCE INFORMATION CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS. REAL ESTATE STRUCK OFFICE.





**Washington State
Department of Transportation**
Real Estate Services Office

August 2013

Transportation Property Needs and You

Questions and Answers



Americans with Disabilities Act (ADA) Information

This material can be made available in an alternate format by emailing the WSDOT Diversity/ADA Affairs team at wsdotada@wsdot.wa.gov or by calling toll free, 855-362-4ADA(4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.

Title VI Statement to Public

It is the Washington State Department of Transportation's (WSDOT) policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equal Opportunity (OEO). For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OEO's Title VI Coordinators, George Laue at (509) 324-6018 or Jonté Sulton at (360) 705-708.

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Introduction

This booklet has been prepared by the Washington State Department of Transportation (WSDOT) Real Estate Services Office to help explain the acquisition process under the eminent domain statutes.

We wish it were possible to locate a transportation facility to serve everyone who needs it without causing inconvenience for you, your neighbors, or local businesses. Whenever property is needed for a transportation facility whether for a highway, rail corridor, marine facility, or airport, it is necessary to acquire property from someone to meet those needs.

Your concerns are important to us. We will do everything we can to hold any disruptions and other impacts of the project to a minimum.

We hope the information in this booklet will help you better understand how such a project begins, the development process, and the efforts made to select the best possible location. This booklet also explains what information and assistance you will be given if your home or business property must be purchased.

Thank you for taking the time to read this booklet. We appreciate your understanding and cooperation.

Why new transportation facilities?

Transportation facilities do not just happen by accident—they are built to meet the needs of people. No matter how much any of us may debate the need for the construction of additional facilities to complete our transportation system, our state is still growing. People continue to move and businesses and industries thrive by following the people. All of this movement and growth requires new and expanded transportation facilities.

In addition, dangerous, outmoded transportation facilities designed to antiquated standards, need to be redesigned to save lives, facilitate growth, and reduce property damages.

Ultimately, new applications of mass or public transit will be developed which, hopefully, will relieve much of the congestion in our metropolitan areas. However, even mass transit, whether bus or rail, requires the use of property for rights of way. So the need to acquire rights of way is sure to continue.

Planning new facilities

Planning required for a new transportation facility is complex and time-consuming. Advance planning in the form of area-wide studies must be completed before final legislative approval of a transportation program can be obtained. Following legislative approval and authorization, a wide range of objectives must be carefully studied before the actual location and design of a project can begin.

Early in the planning process, intensive, in-depth studies are conducted to determine the effect a project will have on the ecology of the area—both good and bad—including the projection of any future socioeconomic problems or benefits. The results of these studies are included in an Environmental Impact Statement (EIS) which becomes the department's documentation to assure that the project selected will be of the greatest benefit to both the people and the environment of the area.

Will my property be needed?

If the transportation project is at an early stage in development, there is no way of determining whether your property will be needed. For example, if you have just received notice that department personnel will need access to your property for survey and/or noninvasive inspection, it does not mean that your property is even within the limits of the project as it will ultimately be designed. On the other hand, if you have received notice of a design or access hearing to be held soon in your vicinity, the chances are that your property will be affected either in whole or in part.

If your property is involved, it will indicate that you are located in the area which all of the advance planning, preliminary engineering studies, location surveys, and design studies have selected as the location which will, at the lowest total cost, provide the maximum benefits to both the residents of the area and the transportation users of our state.

What if only a portion of my property is needed?

More often than not, only a part of your property will be needed for the project. Regardless of the amount needed, you will be compensated fairly. In addition to paying you the market value for the property needed for the project, you are also to be paid for any loss in market value (damages) to your remaining property. If the portion which remains should be of such a size or shape as to have little or no value or utility to you, the state will offer to purchase it.

Can an acquisition of part of my property increase the value of the remainder?

It is possible that, after the state's acquisition of a portion of your property for a public project, the remaining property would demand a greater price than it would have before the acquisition because of better accessibility, greater development potential, etc. In this event, and as provided by statute, the amount of benefits will be offset against the acquisition costs. If it is shown that a property will increase in value because of improved location or other reasons, the amount of special benefits is deducted from the value of the part acquired and from damages to the remainder.

How will the amount be determined?

WSDOT's primary concern is to offer you fair and equitable compensation for real property rights being acquired.

In those cases where the property rights being acquired involve payment of a nominal consideration, the department, after reviewing market transactions and other pertinent information, will administratively establish an amount to be offered. If the administrative offer is over \$10,000 you will have the right to request an appraisal at any time prior to accepting our offer.

In all other cases, the department will arrange to have your property appraised to establish the "just compensation" due you. The appraiser will be furnished with current title reports and maps to accurately identify the property needed.

The appraiser is required to make a reasonable attempt to contact you for a joint inspection of your property. You have the right to accompany the appraiser on the inspection of your property. It is to your advantage to give the appraiser all of the information you can which has a bearing on the property's worth. Appraisers are trained to know what to look for, but without your help and cooperation, it is possible to overlook an important item.

How can I be sure the appraiser is right?

Every appraisal obtained by the department is subjected to an intensive review by a reviewing appraiser, selected for experience, special training, and ability. Only when the reviewer is satisfied that the appraiser's conclusion of value is sound and adequately supported will a Determination of Value form be signed which becomes the basis for the state's offer. If any questions remain which cannot be resolved to the reviewer's satisfaction, a new appraisal will be obtained.

How, by whom, and when will the state's offer be made?

WSDOT employs two methods when presenting offers:

1. An offer packet may be sent to you by mail. This packet will contain at a minimum:
 - A letter providing a detailed explanation of the state's proposed project and the purchase offer.
 - Maps showing your property boundaries and the state's proposed acquisition area.
 - The name and telephone number of the acquisition specialist who has been assigned to work with you throughout the acquisition process.
2. The state's offer may be presented to you in person, both orally and in writing, by the acquisition specialist. The specialist will also provide you with copies of right of way plans and a detailed explanation of the proposed project and its effect on your property.

In either case, your offer will be presented as soon as possible after the appraisal review/administrative offer summary has been completed.

What happens if I accept the state's offer?

The specialist will handle almost all details, preparing the deed, payment voucher, escrow instructions, and any other instruments which may be necessary. The specialist will obtain your signature on all essential documents and notarize your signature where required.

The specialist also arranges for payment of any real estate taxes or assessments which are due and payable by deduction or direct payment as you elect, or will assist you in obtaining a refund of any advance payments you have made.

The specialist will make arrangements to have any deeds of trust or other encumbrances which constitute a lien against your property paid out of the settlement or, if only a portion of your property is needed, will arrange to clear title to the portion being acquired by the state.

When the transaction has been completed, the entire file will be reviewed and processed for payment. The state's payment will be mailed directly to you if the title is clear, or to an escrow company if there are encumbrances to be paid through escrow. Processing the transaction by the department can usually be completed in four to six weeks.

What will my closing costs be on a sale to the state?

A sale to the state could be the best real estate sale you ever make. In addition to paying you the market value, the state will pay the selling costs which include recording fees, title insurance premium, escrow fees, and other normal expenses of sale. Your sale to the state under the eminent domain statute will be exempt from payment of real estate excise tax.

Besides those savings, you also do not have to pay a real estate commission.

The following is an example of typical seller's closing costs on a \$40,000 sale:

	Private Sale	Sale to State
Selling Price	\$40,000	\$40,000
Title Insurance	-500	Paid by State
Escrow Fee	-350	Paid by State
Excise Tax (1.53%)	-612	Exempt (varies by county)
Broker's Commission (7%)	-2,800	
Net to Seller	\$35,738	\$40,000

If your business, home, or other personal property will have to be moved as a result of the state's acquisition, you may be entitled to certain relocation assistance benefits under Washington State Law. A brief explanation of these benefits is given on page 20 of this booklet.

Can I arrange to keep and move my house?

The acquisition specialist will advise you if circumstances permit the department to extend to you the option of salvaging (removing) your house or other improvements. You will find the department's established salvage value on the improvements both fair and reasonable. The purchase of salvage rights to improvements is subject to the Washington State Use Tax (same rate as state sales tax). A deposit will be required to ensure complete removal of improvement and cleanup of the site, but will be returned upon satisfactory completion.

If I make a profit, will I have to pay a capital gains tax?

Because tax laws change frequently, it is recommended that you check with the Internal Revenue Service, your tax consultant, or your attorney to determine the current status or interpretation of the laws on capital gains taxes.

What if I feel the offer is too low?

Explain to the specialist why you believe you should receive a larger settlement. If you believe some item or feature of value was overlooked, tell the specialist about it. The specialist will not attempt to coerce you into a settlement. You will be offered the opportunity to obtain an appraisal of your own or seek the advice of someone knowledgeable of real property values to assist you in evaluating the state's offer. The actual cost for obtaining such advice, up to \$750, will be reimbursed by the state upon presentation of a bill or a receipt evidencing payment (RCW 8.25.020).

If you secure an appraisal of your own, obtain it from a qualified expert appraiser. If you are willing, the specialist will arrange to have your appraisal reviewed by the state's reviewing appraiser. If the amount shown as the market value is adequately supported and no major errors are found, the reviewing appraiser is authorized to prepare a new Determination of Value which will become the basis for a revised offer.

Finally, if an acceptable settlement cannot be reached, it will become necessary for the acquisition specialist to recommend the parcel be acquired by condemnation (eminent domain).

Can I prevent the state from acquiring my property?

To build public works projects necessary for the economy and defense of our country, privately-owned land is often needed.

The State Constitution grants the state the right of eminent domain, the right to acquire private property for public use upon payment of just compensation. Without this right, it would be impossible to continue to improve our transportation system and meet the demands placed upon it by the public, by commerce, and by the requirements of national defense.

If you do not want to accept the state's offer, the state will file a legal action to acquire the property by operation of law, known as condemnation. These procedures require the state to prove to the court why your property is needed for a public purpose before the condemnation can continue. If the state is successful in establishing the need, the court approves an Order Adjudicating Public Use and Necessity. As you can imagine, it prevents the state from acting carelessly or thoughtlessly in determining and designating which property it needs for a transportation facility.

To prevent your property from being acquired, it would be necessary for you to persuade the court to deny the state the Order Adjudicating Public Use.

Your rights as a property owner and the rights of the state are well defined under the laws. These rights are designed to safeguard you, as the owner, from receiving less than the market value for your property to which you are entitled. At the same time, it prevents the state from making payments which would be unfair to the taxpayers whose funds make the improvement of our transportation facilities possible.

WSDOT's intention is to treat all owners alike, in a fair manner, and in such a way as to cause the least possible inconvenience.

What happens if I do go to court?

WSDOT recommends that you retain the services of a competent attorney to represent you. In addition, you may employ one or more appraisers, and any other witnesses your attorney may desire to testify in support of your case. The state will be represented by an Assistant Attorney General, the state's appraiser or appraisers, and any other witnesses the Assistant Attorney General considers important to the case.

Trial, except under unusual circumstances, will be held in the Superior Court of the county in which the property is located. The case will be tried before a jury of 12 persons as agreed upon by both sides, unless a trial by jury is waived, in which case, it will be tried before the presiding judge of the court. The verdict is binding upon both parties unless there is a valid basis for appeal.

Will the court action delay payment to me?

Before trial of the case, the state, as soon as a Stipulated Order for Immediate Possession and Use has been signed, will deposit in the registry of the court the amount of the state's Determination of Value previously offered you. This deposit is made for your benefit, and you can arrange to withdraw it at any time before trial. However, if the final judgment is for less than the amount of the deposit, you will be required to pay back the difference.

Will I be able to recover the costs of the trial?

State law provides that under certain conditions, the court will establish an amount which the state shall pay to reimburse an owner for all or a part of the attorney and witness fees. Generally, in order to receive such an award, the owner must grant immediate possession and use and receive a verdict which exceeds by 10 percent or more the highest offer made by the state at least 30 days before trial.

You should discuss questions of eligibility for recovery of attorney and witness fees with your counsel before trial.

What if I am required to move?

Under state law, any person (individual, business, farm, or nonprofit organization) who is considered by the state to be displaced as a result of the state's acquisition, is entitled to a wide variety of relocation assistance benefits. These include advisory and monetary benefits.

If you are a displaced residential occupant, you may be entitled to various replacement housing benefits. The type of benefit depends upon whether you own or rent your home and the length of time you have occupied your home. These payments are in addition to payments for moving your personal property to your replacement home.

Replacement housing benefits for displaced homeowners include a price differential and reimbursement for certain closing costs associated with the purchase of the replacement home. A rental assistance payment may be an option for those owners who choose to rent rather than buy a replacement home.

Replacement housing benefits for displaced tenants include rental assistance or down payment assistance payments for those who choose to purchase rather than rent a replacement home.

Businesses, farms, and nonprofit organizations, which are considered to be displaced by the state, are also entitled to relocation assistance. Benefits include payment for packing, transporting, and unpacking all personal property; disconnecting and reconnecting machinery; limited reimbursement for costs associated with searching for a replacement site and reestablishing the operation at the replacement site. There are many other benefits available as well. Please refer to the *Relocation Assistance Program* booklet.

How much time will I have to move?

A relocation specialist will contact you personally to explain relocation services available, the types of relocation payments, move options, and the eligibility requirements to receive relocation payments that apply to you.

Residential Displacements

You cannot be required to move unless at least one comparable dwelling is made available to you and you have been given a written assurance at least 90 days prior to the date by which you will be required to vacate the property. WSDOT will provide this assurance in the relocation letter entitled, "Notice of Relocation Eligibility, Entitlements, and 90-Day Assurance."

Non-Residential Displacements

You cannot be required to move unless given a written assurance at least 90 days prior to the date by which you will be required to vacate the property. In most cases, WSDOT will provide this assurance in the relocation letter entitled, "Notice of Relocation Eligibility, Entitlements, and 90-Day Assurance."

In any case, if occupancy of the property beyond the date the state acquires possession is allowed, you will be required to sign a rental agreement and pay rent. For information regarding the cancellation/termination of your lease, please see the term clause in your Displacee Lease or contact your Property Management Specialist.

Agency Title VI Notice to Public

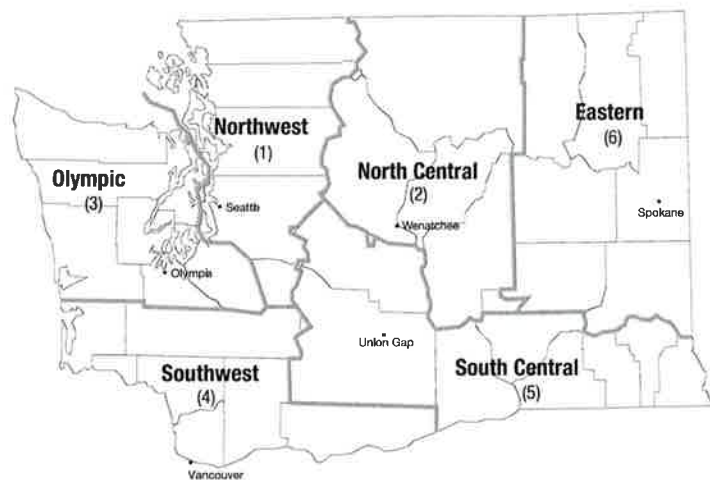
The agency hereby gives notice that it is the policy of the agency to ensure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, sex, national origin, disability, age, or religion, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the agency receives federal financial assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has the right to file a formal complaint with the agency. Any such complaint must be in writing and filed with the agency Title VI Specialist within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from this office at no cost to the complainant by calling 360-705-7083.

Washington State Department of Transportation Region Boundaries

We hope this information booklet has helped give you a better understanding of the process by which transportation facilities are planned and acquired and the efforts made to establish uniform treatment of all people affected by a project.

For additional information, please contact any right of way representative at the WSDOT Real Estate Services Office nearest you.



WSDOT Real Estate Services Offices

1. Northwest Region

(Seattle/Everett/Bellingham)

15700 Dayton Avenue N

PO Box 330310

Seattle, WA 98133-9710

206-440-4160

2. North Central Region

(Wenatchee/Moses Lake/Okanogan)

1551 N Wenatchee Avenue

Wenatchee, WA 98801-1156

509-667-2936

3. Olympic Region

(Tacoma/Olympia/Port Angeles/Aberdeen)

5720 Capitol Boulevard

PO Box 47440

Olympia, WA 98504-7440

360-357-2697

4. Southwest Region

(Vancouver/Raymond/Chehalis/Goldendale)

11018 NE 51st Circle

Vancouver, WA 98682-6686

360-905-2000

5. South Central Region

(Yakima/Ellensburg/Tri-Cities/Clarkston)

2809 Rudkin Road

Union Gap, WA 98903-1648

509-577-1650

6. Eastern Region

(Spokane/Colville/Ritzville/Pullman/Republic)

2714 N Mayfair Street

Spokane, WA 99207-2090

509-324-6000

HQ. Headquarters and Mega Projects

7345 Linderson Way SW PO Box 47338

Tumwater, WA 98501

Olympia, WA 98504-7338

360-705-7307



The mission of the Washington State Department of Transportation is to keep people and business moving by operating and improving the state's transportation systems vital to our taxpayers and communities.

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Easement

Reference Number of Related Document:

Grantor(s): Clallam County

Grantee(s): State of Washington, Department of Transportation

Legal Description: Ptns Blks 4, 5 & 6 Nob Hill Add to PA and Ptn Blk 4 Carusi's Add to PA

Additional Legal Description is on Pages 4 & 5 of Document.

Assessor's Tax Parcel Number: 063012540530, 063012540660, 063012560420, 063012540440 & 063012540600

EASEMENT

State Route 101, Alder St. in Port Angeles to Brooks St.

The Grantor, **Clallam County, a political subdivision of the State of Washington**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, conveys and grants unto the **State of Washington, acting by and through its Department of Transportation** and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, an easement over, under, upon and across the hereinafter described lands for the purpose of drainage, placement and maintenance of large wood structures, modification of the alignment and/or width of the stream channel, clearing and grubbing, installation of check dams and stream diversions, dewatering, temporary utility relocation work, staging, creek access for equipment, revegetation and planting, and tree removal.

Said lands being situated in Clallam County, State of Washington, and described as follows:

EASEMENT

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated: _____, _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
Cyndi Booze, acting Olympic Region
Real Estate Services Manager

Date: _____

EASEMENT

STATE OF WASHINGTON)
 : ss
County of Clallam)

On this _____ day of _____, 2021 before me personally appeared _____ each one to me known to be one of the duly elected, qualified and acting County Commissioners of Clallam County, Washington, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and each on oath stated that he/she/they was/were authorized to execute said instrument by resolution of the Board of County Commissioners of said County, and that the seal affixed is the official seal of said County.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

EASEMENT

EXHIBIT A

TRACT I:

Lots 1 to 12, inclusive, in Block 4 of Carusi's Addition to Port Angeles, as recorded in Volume 1 of Plats, page 46, records of Clallam County, Washington;
TOGETHER WITH that portion of vacated Second Street adjoining, which upon vacation attached thereto by operation of law;
EXCEPT that portion conveyed to the State of Washington for highway purposes by deed recorded under Auditor's File No. 131185.

TRACT II:

All that portion of the hereinafter described Parcel "A" lying within a tract of land described as beginning at a point opposite Highway Engineer's Station 36+77± on the SR 101 line survey of SR 101, Alder St. in Port Angeles to Brooks St. and 396.74 feet northerly therefrom, said point being the northeast corner of Lot 9, Block 4 of Nob Hill Addition to the Townsite of Port Angeles, as recorded in Volume 1 of Plats, page 35, records of Clallam County, Washington; thence southeasterly to the northwest corner of Lot 24, Block 6 in said Nob Hill Addition; thence southerly along the westerly line of Lots 16 to 24 in said Block 6 to the southwest corner of said Lot 16 and the northerly line of SR 101 as it existed on April 9, 2021; thence easterly along said northerly line of SR 101 and the southerly line of said Lot 16 extended to the centerline of vacated Smith Avenue; thence northerly along said centerline 25 feet to a point on the southerly line extended of Lot 8, Block 5 in said Nob Hill Addition; thence easterly along said southerly line and said northerly line of SR 101 to the westerly boundary of Ennis Creek; thence northwesterly along said westerly boundary of Ennis Creek to the northwest corner of Lot 4, Block 4 of said Nob Hill Addition; thence southerly along the westerly line of said Lot 4 to the point of beginning.

Parcel "A"

Lots 4 to 12, inclusive, in Block 4; Lots 5 to 12, inclusive, in Block 5; and Lots 1 to 7, inclusive, and Lots 13 to 24, inclusive, in Block 6 of Nob Hill Addition to the Townsite of Port Angeles, as recorded in Volume 1 of Plats, page 35, records of Clallam County, Washington;
EXCEPT those portions of Lots 4, 5, 6, 10, 11 and 12 in Block 4; Lots 5, 6 and 7 in Block 5; and Lots 23 and 24 in Block 6 lying East of Ennis Creek;
TOGETHER WITH that portion of vacated Smith Avenue adjoining, which upon vacation attached thereto by operation of law;
EXCEPT those portions conveyed to the State of Washington for highway purposes by deed recorded in Volume 108 of Deeds, page 170 and Auditor's File No. 357744;
ALSO EXCEPT any portion lying within State Highway 101.

EASEMENT

The lands herein described contain an area of 51,035 square feet, more or less, the specific details concerning all of which are to be found on sheet 3 of that certain plan entitled SR 101, Alder St. in Port Angeles to Brooks St., now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval August 25, 1964, last revised April 9, 2021.

Grantor's Initials

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Easement

Reference Number of Related Document:

Grantor(s): Clallam County

Grantee(s): State of Washington, Department of Transportation

Legal Description: Ptns Blks 4, 5 & 6 Nob Hill Add to PA

Additional Legal Description is on Pages 4 & 5 of Document.

Assessor's Tax Parcel Number: 063012540530, 063012540660, 063012540440 & 063012540600

EASEMENT

State Route 101, Alder St. in Port Angeles to Brooks St.

The Grantor, **Clallam County, a political subdivision of the State of Washington**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, conveys and grants unto the **State of Washington, acting by and through its Department of Transportation** and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, an easement over, under, upon and across the hereinafter described lands for the purpose of drainage, placement and maintenance of large wood structures, modification of the alignment and/or width of the stream channel, clearing and grubbing, installation of check dams and stream diversions, dewatering, temporary utility relocation work, staging, creek access for equipment, revegetation and planting, and tree removal.

Said lands being situated in Clallam County, State of Washington, and described as follows:

For legal description and additional conditions

EASEMENT

See Exhibit A attached hereto and made a part hereof

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated: _____, _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
Cyndi Booze, acting Olympic Region
Real Estate Services Manager

Date: _____

EASEMENT

STATE OF WASHINGTON)
 : ss
County of Clallam)

On this _____ day of _____, 2021 before me personally appeared _____ each one to me known to be one of the duly elected, qualified and acting County Commissioners of Clallam County, Washington, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and each on oath stated that he/she/they was/were authorized to execute said instrument by resolution of the Board of County Commissioners of said County, and that the seal affixed is the official seal of said County.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

EASEMENT

EXHIBIT A

All that portion of unopened 1st Street, as per the plat of Nob Hill Addition to the Townsite of Port Angeles, as recorded in Volume 1 of Plats, page 35, records of Clallam County, Washington, located within the hereinafter described Tract I that would attach thereto by operation of law.

Tract I:

All that portion of the hereinafter described Parcel "A" lying within a tract of land described as beginning at a point opposite Highway Engineer's Station 36+77± on the SR 101 line survey of SR 101, Alder St. in Port Angeles to Brooks St. and 396.74 feet northerly therefrom, said point being the northeast corner of Lot 9, Block 4 of Nob Hill Addition to the Townsite of Port Angeles, as recorded in Volume 1 of Plats, page 35, records of Clallam County, Washington; thence southeasterly to the northwest corner of Lot 24, Block 6 in said Nob Hill Addition; thence southerly along the westerly line of Lots 16 to 24 in said Block 6 to the southwest corner of said Lot 16 and the northerly line of SR 101 as it existed on April 9, 2021; thence easterly along said northerly line of SR 101 and the southerly line of said Lot 16 extended to the centerline of vacated Smith Avenue; thence northerly along said centerline 25 feet to a point on the southerly line extended of Lot 8, Block 5 in said Nob Hill Addition; thence easterly along said southerly line and said northerly line of SR 101 to the westerly boundary of Ennis Creek; thence northwesterly along said westerly boundary of Ennis Creek to the northwest corner of Lot 4, Block 4 of said Nob Hill Addition; thence southerly along the westerly line of said Lot 4 to the point of beginning.

Parcel "A"

Lots 4 to 12, inclusive, in Block 4; Lots 5 to 12, inclusive, in Block 5; and Lots 1 to 7, inclusive, and Lots 13 to 24, inclusive, in Block 6 of Nob Hill Addition to the Townsite of Port Angeles, as recorded in Volume 1 of Plats, page 35, records of Clallam County, Washington;

EXCEPT those portions of Lots 4, 5, 6, 10, 11 and 12 in Block 4; Lots 5, 6 and 7 in Block 5; and Lots 23 and 24 in Block 6 lying East of Ennis Creek;

TOGETHER WITH that portion of vacated Smith Avenue adjoining, which upon vacation attached thereto by operation of law;

EXCEPT those portions conveyed to the State of Washington for highway purposes by deed recorded in Volume 108 of Deeds, page 170 and Auditor's File No. 357744;

ALSO EXCEPT any portion lying within State Highway 101.

EASEMENT

The lands herein described contain an area of 5,361 square feet, more or less, the specific details concerning all of which are to be found on sheet 3 of that certain plan entitled SR 101, Alder St. in Port Angeles to Brooks St., now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval August 25, 1964, last revised April 9, 2021.

Grantor's Initials



AGENDA ITEM SUMMARY

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

3
5/24/21
2d

Department: Health and Human Services-Environmental Health

WORK SESSION ☒ **Meeting Date: 5/24/2021**

REGULAR AGENDA ☒ **Meeting Date: 5/25/2021**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 100511-19-DOE-SW, Amendment #1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington State Department of Ecology (Ecology) offered Clallam County Health and Human Services an additional \$17,754.67 (total project cost)/\$13,316 (75% Ecology share) in the Local Solid Waste and Financial Assistance (LSWFA) grant for solid waste activities. The grant ends June 30, 2021. The monies will be used for staff time in solid waste enforcement activities.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Please sign Amendment #1 with Ecology for additional funds.

County Official signature & print name:  KEVIN L. PICCOLLO

Name of Employee/Stakeholder attending meeting: Jennifer Garcelon

Relevant Departments: HHS-EH

Date submitted: May 19, 2021

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

Agenda Item Summary May 2021 Amendment #1 - Ecology

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

Revised: 3-04-2019



**AMENDMENT NO. 1
TO AGREEMENT NO. SWMLSWFA-2019-CICHHS-00078
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
Clallam County Health and Human Services**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County Health and Human Services (RECIPIENT) for the SWE Clallam HHS (PROJECT).

This AMENDMENT will increase the AGREEMENT total eligible budget by \$17,754.67 from \$88,504.67 to \$106,259.34 (state share increase by \$13,316 from \$66,378.50 to \$79,694.50).

The scope of work and expected outcomes for Task 1 remain the same because the RECIPIENT originally underestimated the cost.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Project Title:

Original: 2019-2021 LSWFA Clallam Co HHS SWE Amended: SWE Clallam HHS

Total Cost:

Original: 120,000.00 Amended: 137,754.67

Total Eligible Cost:

Original: 88,504.67 Amended: 106,259.34

Project Short Description:

Original:

Clallam County Health and Human Services will spend \$88,504.67 to monitor solid waste handling facilities for compliance with rules and regulations, resolve 75 solid waste complaints, and work to prevent solid waste violations from occurring at facilities and in the community through education and outreach.

Amended:

Clallam County Health and Human Services will spend \$106,259.34 to monitor solid waste handling facilities for compliance with rules and regulations, resolve 75 solid waste complaints, and work to prevent solid waste violations from occurring at facilities and in the community through education and outreach.

CHANGES TO THE BUDGET

Funding Distribution EG200006

Funding Title: SWE Clallam HHS

Funding Type: Grant

Funding Effective Date: 07/01/2019

Funding Expiration Date: 06/30/2021

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Type: State

Funding Source %: 100%

Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect: 25%

Recipient Match %: 25%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

SWE Clallam HHS	Task Total
Solid Waste Enforcement	\$ 106,259.34

Total: \$ 106,259.34

CHANGES TO SCOPE OF WORK

Task Number: 1

Task Cost: \$106,259.34

Task Title: Solid Waste Enforcement

Task Description:

Activity 1: Solid Waste Facilities/Sites (Permitted/Exempt)

RECIPIENT will monitor solid waste handling facility compliance with applicable state solid waste regulations including but not limited to Chapter 173-350 WAC (Solid Waste Handling Standards), Chapter 173-351 WAC (Criteria for Municipal Solid Waste Landfills), Chapter 173-304 WAC (Minimal Functional Standards for Solid Waste Handling), and Clallam County Code Solid Waste Regulations Chapter 41.10.

RECIPIENT will accomplish monitoring of solid waste handling facilities and sites as prescribed by applicable solid waste regulation(s), including but not limited to permitting inspections and oversight, review of groundwater data, and annual review of financial assurance. RECIPIENT will also review and reissue all expiring permits as applicable and expects to approve and permit a new facility.

Facility/Site Information:

Active solid waste permits: Port Angeles Transfer Station, Blue Mountain Transfer Station, West Waste and Recycling, McKinley Landfill, Washington State Department of Transportation Pile, Port Angeles Decant Facility Pile, Port Angeles Moderate Risk Waste Facility, Port Angeles Compost Facility.

Solid waste permits - post closure: Port Angeles Landfill (304 and 351), Rayonier 13th and M Street Landfill, Merrill and Ring 13th and M Street Landfill, Rayonier Mount Pleasant Landfill, Lake Creek Landfill.

Exempt sites: Cascade Bark, Blake Sand and Gravel, Lakeside Industrial Port Angeles.

New solid waste permit applications and notices of exemption considered during the grant period for facilities not listed in this Task may be managed under this Agreement.

Activity 2: Solid Waste Investigation, Assistance and Enforcement

RECIPIENT will investigate solid waste related complaints or concerns, including, at RECIPIENT's discretion, assisting in the proper handling of abandoned or illegally stored junk or nuisance vehicles. RECIPIENT will offer technical assistance about solid waste regulations and how to prevent violations, and will enforce as necessary. RECIPIENT will provide public education about proper handling and disposal methods, and how to prevent violations.

Costs for RECIPIENT staff to attend trainings and workshops in order to stay current with emerging solid waste issues are eligible for reimbursement under this agreement with pre-approval from ECOLOGY. RECIPIENT is encouraged to seek ECOLOGY pre-approval for any other costs not directly identified in this scope of work.

Invoices and time accounting submitted with RECIPIENT's request for reimbursement must support eligibility of expenses.

Task Goal Statement:

The goal of this task is to protect human health and the environment by preventing and correcting violations of solid waste rules and regulations. RECIPIENT expects to accomplish this goal by providing technical assistance and education, compliance monitoring, and enforcement when necessary.

Task Expected Outcome:

RECIPIENT expects to achieve the following outcomes:

- Resolve 75 complaints of illegal dumping or improper disposal.
- Issue 12 solid waste permits.
- Inspect 40 permitted and conditionally exempt solid waste facilities or sites.

RECIPIENT will complete at least one inspection per calendar year at each permitted solid waste facility or site. RECIPIENT will track facilities/sites monitored and include the information in quarterly progress reports, including uploading a copy of inspection reports conducted in the quarter.

Recipient Task Coordinator: Heather Watts

Deliverables

Number	Description	Due Date
1.1	Work as described in the Scope of Work for this agreement is implemented.	06/30/2021

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SWE Clallam HHS	25 %	\$ 26,564.84	\$ 79,694.50	\$ 106,259.34
Total		\$ 26,564.84	\$ 79,694.50	\$ 106,259.34

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 01/01/2021.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Clallam County Health and Human Services

By: _____

Laurie Davies
Solid Waste Management
Program Manager

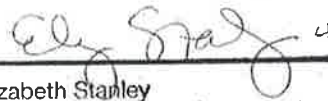
Date

By: _____

Mark Ozias
Commissioner

Date

Approved as to form only by:

 4/5/2021
Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

Template Approved to Form by
Attorney General's Office

CLALLAM COUNTY BUDGET CHANGE FORM

COPY



Date Submitted: 4/21/21

Budget Hearing/Meeting Date: 5/25/21

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

Budget Number xxxxx.xxx.	00100.511	Budget Name	HHS – Environmental Health
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.513	HHS – Env Health	33403.14.0059	CPG Solid Waste Enforcement	17,754
Total				17,754

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	17,754
Total				17,754

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding is being received from the Department of Ecology for the Solid Hazardous Waste program activities.

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



AGENDA ITEM SUMMARY

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

4
5/24/21

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** May 24, 2021

REGULAR AGENDA ☒ **Meeting Date:** June 1, 2021

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

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-21, Amendment#1-PORTOFPA | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other - Lease |

Documents exempt from public disclosure attached: ☐

Executive summary:

The purpose of this lease extension with the Port of Port Angeles is to provide for temporary shelter during the COVID-19 pandemic to house people who are homeless and may need to be observed for isolation/quarantine.

The current lease is due to expire on May 31, 2021. The proposed lease extension would allow Clallam County to lease the building known as the Social Distancing Center until August 31, 2021.

Attached is a draft of the "Assistance Agreement" between the Port of Port Angeles and Clallam County.

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

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

Review the proposed lease amendment and approve

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: May 19, 2021

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

Assistance Agreement

The PORT OF PORT ANGELES (“Owner” or “Port”) owns facilities that are vacant during the pendency of the Emergency Declaration (#20-01) promulgated by Governor Jay Inslee. The Owner has agreed to make certain facilities available to CLALLAM COUNTY (“the County”) and its guests. Under this Assistance Agreement, the Owner is making certain premises described below available to the County and its guests beginning June 1, 2021 (the “Effective Date”). The County, as “User” of the Premises, wishes to provide assistance to vulnerable individuals during a time of unprecedented demand for services, and enters into this Assistance Agreement (“Agreement”) to further that goal.

Parties and Facility

Owner:

Legal name: PORT OF PORT ANGELES

Address: 338 W. First Street
PO Box 1350
Port Angeles, WA 98362

24-hour Point of Contact:

Name: John Nutter, Deputy Executive Director
Email: johnn@portofpa.com
Phone: (360)808-5469

County:

Legal name: CLALLAM COUNTY

Address: 223 E. 4th Street
Port Angeles, WA 98362

24-hour Point of Contact:

Name: Kevin LoPiccolo, HHS Interim Director
Email: klopiccolo@co.clallam.wa.us
Phone: (360) 461-0132

Name: Eli Owens, Shelter Supervisor
Email: eowens@co.clallam.wa.us
Phone: (360) 460-0132

“The Premises”

Address: 2140 W. 18th Street
Port Angeles, WA 98363

Name of premises: 10.10/10.50 Building

Brief description of property:

- Square Footage (sf): 15,000 sf of office space and contiguous 10,000 sf of industrial space, laundry room located in building 10.50, and 100,000 sf of parking and yard space. See attached map.
- Kitchen Available: No.
- Laundry: Yes. Laundry is located in 10.50 Building
- Number of Toilets: 11

Parcel Number: 0630001121005001

Rent: Payment is due on the 1st of the month.

Description	SF	\$/sf	Base Rent/Month
10.10 Building Office Space	15,000	\$0.60	\$9,000.00
10.10 Building Manufacturing Space	10,000	\$0.40	\$4,000.00
10.10 Building South Yard Space	100,000	\$0.02	\$2,000.00
Base Rent			\$15,000.00

Purpose for which County will use these Premises:

Temporary and exclusive use by Clallam County, Clallam County Health Department, and/or Clallam County Emergency Operation Center during the COVID-19 pandemic to house people who are homeless and may need to observe isolation/quarantine obligations.

Basis of County Authority:

The County has the authority to enter this agreement and carry out the requirements set forth herein pursuant to Article 11, Section 11 of the Washington State Constitution, Chapter 36.01 RCW, Chapter 36.32 RCW, Chapter 38.52 RCW, and Chapter 70.05 RCW.

Terms and Conditions

1. Emergency:

This Agreement is intended to be temporary and is also an emergency measure required to address a public health crisis – namely, the COVID-19 pandemic. It is the intent of the parties that any liability or immunity protections that may be available to the County (including its officers, employees, agents, volunteers and insureds) shall also extend to the Port (including its officers, employees, agents, volunteers and insureds) as far as the law allows. The public health crisis is evidenced, in part, by Proclamation 20-05 issued by the Governor of the State of Washington on February 29, 2020, by the Emergency Declaration issued by the Clallam County Commissioners on March 17, 2020, and by the Emergency Declaration 20-1219 issued by the Port of Port Angeles on March 25, 2020 and by the subsequently issued Proclamation and Declarations by these bodies. The parties understand that the nature and timing of this emergency may not allow for identification and negotiation of all necessary terms for this Agreement. Thus, they are committed and have agreed to identify, negotiate and resolve any items of concerns that may subsequently present and as circumstances require during and after the emergency.

2. As Is Condition:

The County as “User” of the Premises will accept the Premises “as is” after a walk-through with Owner or Owner’s representative. The Owner and the County may agree to a “punch list” of repairs to be performed by Owner and same shall be completed as soon as is reasonably possible but shall not delay the Effective Date of this Agreement.

3. Premises Description:

15,000 sf of office space with contiguous 10,000 sf of industrial space to the east; 100,000 sf of parking and yard space directly adjacent to the south of the Port’s 10.10 building; access to and including the Laundry Room of the Port’s 10.50 building all located 2140 W 18th Street. See attached map.

4. Authorized Purpose:

Temporary and exclusive use by Clallam County, Clallam County Health Department, and/or Clallam County Emergency Operation Center during the COVID-19 pandemic to house people who are homeless and may need to observe isolation/quarantine obligations.

5. Term:

The Parties contemplate a three (3) month term, commencing on June 1, 2021 (effective date), and ending August 31, 2021, if not terminated earlier as discussed in Section 7 of this Agreement. The Agreement may be extended by written mutual agreement between the parties, but should not extend beyond 30 days after expiration / rescission of the County’s Declaration of Emergency.

6. Duties of County:

Upon the Effective Date of this Agreement, it shall be the sole responsibility of the County to prepare the Premises for the Purpose listed above. This obligation is deemed to include stocking the Premises with the personal property needed to achieve the intended Purpose. If applicable, this obligation is deemed to include preparing (e.g., sanitizing) the Premises in order to achieve the intended Purpose. All personal property placed at the Premises by the County in order to achieve the intended Purpose will be removed no later than 60 days

after the termination of this Agreement, and all persons or guests using the property shall vacate the property on or before the termination of this Agreement. County will continue paying rent for any holdover period while relocating people and/or removing personal property. County shall also perform any necessary maintenance, except for maintenance of items identified on the attached Port's Maintenance Inclusion Lists, or as otherwise addressed in this agreement.

7. Termination:

Each party reserves the right to unilaterally terminate this Agreement without cause upon not less than 30 days' notice to the other party. The County waives any claim or right to damages or reimbursement on account of termination by the Owner.

In any event, this Agreement will terminate by August 31, 2021, if not terminated earlier or otherwise extended by mutual written agreement. In the event this Agreement is extended, then it shall terminate by the end date in any amendment, not to exceed 30 days after expiration / rescission of the County's Declaration of Emergency.

When the use of the Facility by the County ends, the Owner will perform each of these post-occupancy services as applicable:

- Repair and restore the Facility to prior status
- Provide for a change in the HVAC filter

The Owner may use its own personnel or contractors, in which case the County will reimburse the Owner for such costs pursuant to the reimbursement process set forth in Section 8 of this Agreement. The County shall remain responsible for cleaning and sanitizing of all used areas and grounds.

8. Payment/Reimbursement:

The County will pay the Owner \$15,000.00 per month (the "Base Amount"), an amount representing the consideration running to the Owner, said consideration having been fairly bargained for and exchanged between the parties.

Description	SF	\$/sf	Base Rent/Month
10.10 Building Office Space	15,000	\$0.60	\$9,000.00
10.10 Building Manufacturing Space	10,000	\$0.40	\$4,000.00
10.10 Building South Yard Space	100,000	\$0.02	\$2,000.00
Base Rent			\$15,000.00

The Owner will submit a monthly invoice to the County for the Base Amount and other expenses after the execution of this Agreement. The County will remit payment in full to the Owner's Finance and Operations Office within 30 days of receipt of such invoice. In addition, the County will pay all costs the Owner incurs regarding this Agreement.

In the circumstances described below and if applicable the County may owe additional sums to the Owner payable not later than 30 days after the County receives an invoice or other notification the amount is due.

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the County at the Premises pursuant to this Agreement. Such amounts will be calculated based on replacement or repair at actual cash value of the personal property at the time the personal property was damaged or no longer utilizable.
- b. *Reasonable costs associated with custodial and food service personnel* which would not have been incurred but for the County's use of the Premises pursuant to this Agreement. Such costs will be calculated based on per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket costs for repairs and filter replacement* which would not have been incurred but for the County's use of the Premises pursuant to this Agreement. Such costs will be calculated at-cost.
- d. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the County's use of the Premises pursuant to this Agreement between the Owner and the County. (Both parties must initial all utilities to be reimbursed by the County):

	Owner initials	County initials
Water		
Gas		
Electricity		
Waste Disposal		

County shall be responsible for all utility charges.

- e. *Other reasonable expenses*, the parties recognize that other costs may be incurred that should fairly be included in this agreement and borne by the County. The Port will notify the County of any reasonable expense and request additional assistance from the County before incurring the cost. Notice must be provided to the County before exercising relief under this subsection.

Additionally, the Owner will submit any request for reimbursement for actual costs incurred above the Base Amount to the County no later than 60 days after the occupancy of the Premises by the County and its guests ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

9. Security/Safety:

The parties acknowledge that the County will be responsible for providing certain levels of security services under this Agreement between the Owner and the County, and recognize that additional security will be required to preserve the well-being of the Owner's staff, tenants, customers and clients; the County's staff and guests; and the Owner's property. The County will supplement the security actually provided by the County to ensure that the following security obligations are satisfied:

- a. There will be sufficient supervision of the County's guests 24 hours a day, as jointly determined by the Owner and the County.
- b. There will be sufficient indoor security (may include staff monitors, private security and/or law enforcement officers), as jointly determined by the Owner and the County. Such security shall be provided 24 hours a day.
- c. There will be sufficient outdoor security (may include private security and/or law enforcement officers), as jointly determined by the Owner and the County. Such security shall be provided 12 hours a day.
- d. Physical barriers limiting guest access to authorized areas of the Premises will be set up and maintained, as directed by the fire department or the Owner. The County understands that its security is also intended to mitigate any adverse impact on surrounding business park grounds, business park tenants, and surrounding businesses. The adjacent business park is restricted to manufacturing and business tenants and is not available for public access.
- e. There will be sufficient lighting, signage, and traffic controls to ensure the safety of guests using/accessing the premises.
- f. There shall not be any outdoor camping, including use of recreational vehicle(s) on premises.

10. Sanitation:

County will maintain proper sanitation, a clean property area and maintenance of the grounds, including, but not limited to, any garbage, debris, refuse or waste that escapes the premises. County will also provide appropriate, marked receptacles for health care needs (e.g. needle container disposals). Upon vacating the building, County will clean and sanitize the interior of premises and clean the exterior and grounds where needed, and remove any health hazards that may exist within/on the property.

11. Indemnification:

The County agrees to defend, indemnify, and hold harmless the Owner, its elected and appointed officials, employees, agents, staff, and insureds from any and all claims, liabilities, damages, expenses, or rights of action, directly or indirectly attributable to the County or County's activities, including its guests and their activities, and/or use of premises in connection with this Agreement. The Owner will have the right, but not the obligation, to participate in any defense at its own cost and with its own counsel.

12. Insurance:

The County will maintain, for duration of this Agreement, appropriate insurance coverage as follows:

- (a) Comprehensive General Liability: Comprehensive general liability, with a low deductible limit, covering on an occurrence basis all claims for personal injury (including death) and property damage (including all real and personal property located on the Premises) arising on the Premises or arising out of County's operations:
 - \$2,000,000 per occurrence.
 - General aggregate limit not less than \$4,000,000.
 - Limit per claim and in the aggregate shall not be less than \$2,000,000, or the equivalent.
 - Annual aggregate limit shall not be less than \$4,000,000.
 - Cross-liability provision such that the policy will be construed as if separate policies were issued to County and to the Port.
- (b) Premise Medical Insurance: In limits attainable by the County.
- (c) Primary Coverage: For any claims related to this Agreement, County's insurance coverage shall be primary insurance coverage as to the Port.
- (d) Non-Contributory: Any insurance or self-insurance maintained by the Port shall be excess of Lessee's insurance and shall not contribute with it.
- (e) Automobile Liability: \$2,000,000.00

County will provide written letter from its risk pool attesting that it maintains the identified insurance, or its equivalent. If the County maintains higher insurance coverage limits, then those higher limits shall apply to this Agreement.

13. Relationship of the Parties:

Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the Owner and the County or its agents or participants. Nor is any landlord/tenant relationship between the Owner, the County, and the County's guests created by this Agreement and neither party to this Agreement may invoke or rely upon any provision of Title 59 RCW. Nor is there a bailor/bailee relationship between the Owner, the County, and the County's guests created by this Agreement. The County will be responsible for relocating guests and safeguarding/returning personal property of guests by the end of the Agreement.

14. Assignment:

The County will not assign or sublet its rights or responsibilities under this Agreement. No assignment of this Agreement is allowed. The County may contract with the agent of its choosing to operate the facility during the term of this Agreement, but the County shall remain responsible for all obligations imposed/required pursuant to this Agreement.

15. Nondiscrimination:

The County will provide equal opportunity services and will not discriminate on the basis of race, color, national origin/language, creed/religion, sex, sexual orientation (including gender identity), disability or the use of a service animal by a person with a disability, age, marital status, honorably discharged veterans, or military status.

16. Waiver:

The failure of the Owner to insist upon strict performance of any of the covenants and agreements contained herein will not be construed to be a waiver or relinquishment of any such right.

17. Compliance with Law:

The County and its agents and guests will comply with all Owner policies and procedures, and with all applicable federal, state, and local laws, regulations, and ordinances. The County will also be responsible for obtaining all necessary permits, waivers, and/or variances that may be required to use the facility for the contemplated use. The County understands that the property is also part of the Federal Aviation Administration (FAA) airport master plan which requires both the Port and County to maintain compliance.

18. Venue:

In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action or proceeding will be brought in a court of competent jurisdiction in Clallam County, Washington. The laws of the State of Washington will apply to this Agreement.

19. Attorneys' Fees:

Should it be necessary to institute any action to enforce the terms of this Agreement, the parties hereby agree that each party shall be solely responsible for attorneys' fees, court costs or expenses it might incur.

20. User Organization Responsibility:

The County is responsible for the enforcement of any conduct regulations it might impose upon its guests at the Premises. The County is solely responsible for its guests and will ensure that said guests do not infringe on the ability of the Owner's tenants and clients of adjacent properties to conduct their business or otherwise infringe on their right of quiet enjoyment to their respective leaseholds.

21. Emergency Operations Center and 911 Study:

The City of Port Angeles, Clallam County and the Port of Port Angeles are committed to working with each other for an engineering assessment of the building/grounds for and a future Emergency Operations Center (EOC) and a future City of Port Angeles 911 Center. The City of Port Angeles has a contract with an engineering firm which may require periodic access to the premises to complete the engineering study. The County agrees that it

will not unreasonably withhold permission for the City and its agent(s) to access the property in furtherance of this study.

22. Reasonable Access:

The Port may require periodic access to inspect the premises. The County agrees that it will not unreasonably withhold permission for the Port and its agents to access the property in furtherance of any inspection. The Port shall give the County reasonable notice, but no longer than 24-hour notice, of any need to inspect the property.

23. Keys:

If keys and access to the building are provided to the County before the effective date, in order for it to begin preparing the site for the contemplated use/purpose, all obligations on under this Agreement will become immediately effective.

24. Survival:

The County's obligations under Sections 1, 6, 7, 8 and 11 of this Agreement will survive termination of the Agreement.

Owner: PORT OF PORT ANGELES

By: _____

Name: John Nutter, Deputy Executive Director

Date: _____

User: CLALLAM COUNTY

By: _____

Name: (printed)

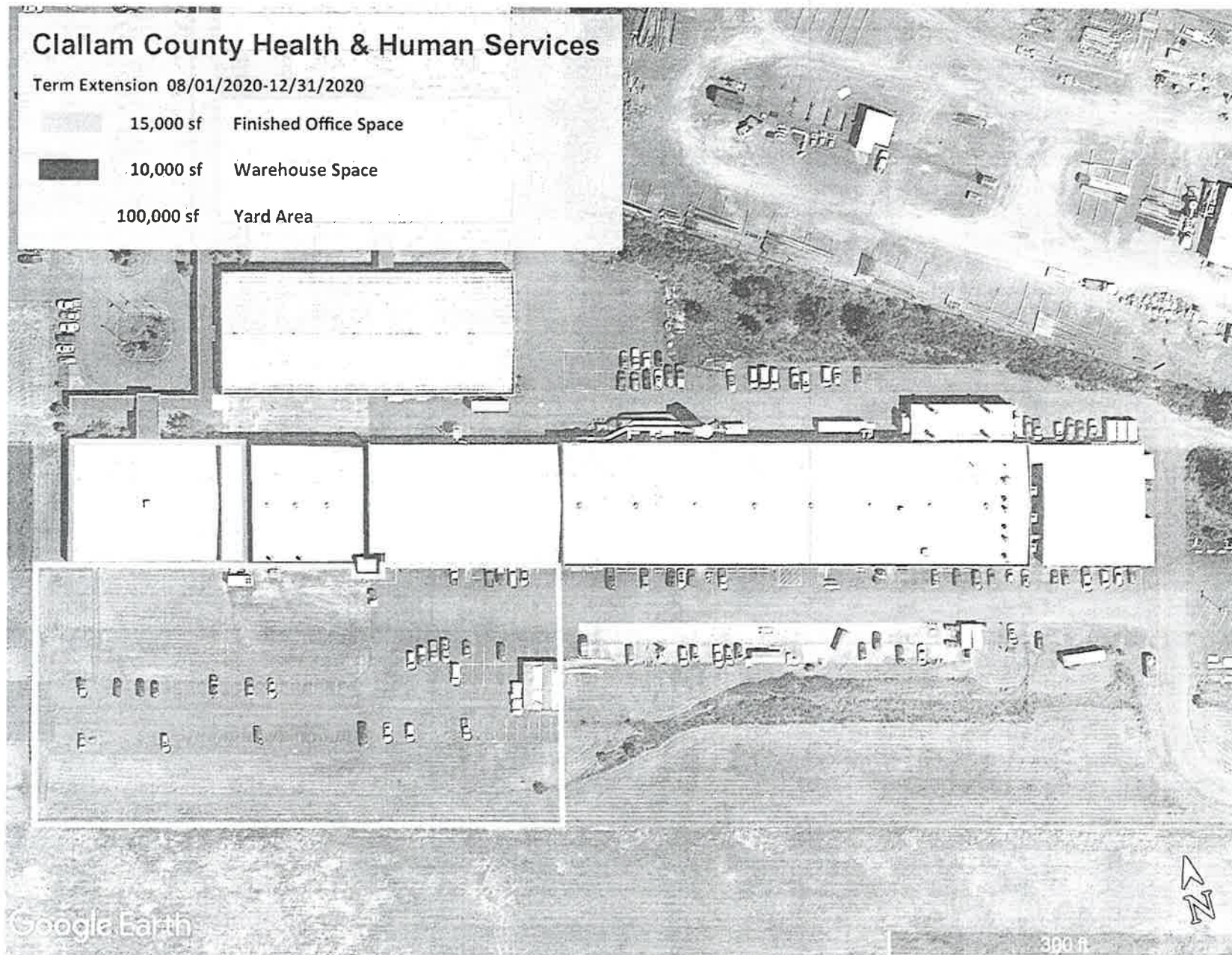
Title:

Date: _____

Clallam County Health & Human Services

Term Extension 08/01/2020-12/31/2020

15,000 sf	Finished Office Space
10,000 sf	Warehouse Space
100,000 sf	Yard Area



Port Repair Inclusion List

Premises Improvements to be repaired and maintained by the Port:

- ACCESS ROADS & PARKING
- PAVING & SURFACING
- SIDEWALKS/CURBS
- PAVEMENT MARKING
- MANHOLES & CLEANOUTS
- HYDRANTS
- WATER DISTRIBUTION (EXTERIOR MAINS)
- FOUNDATION DRAINAGE
- STORM SEWAGE SYSTEMS
- CATCH BASINS, GRATES, FRAME
- DRAINAGE PIPE
- SANITARY SEWAGE SYSTEMS (EXTERIOR MAINS)
- SEPTIC SYSTEMS
- MOWING
- EXTERIOR HANDRAILS AND RAILINGS
- THERMAL & MOISTURE PROTECTION
- INSULATION
- ROOFING SYSTEMS (DECKING)
- GUTTERS & DOWNSPOUTS
- SEALANTS & CAULKING/EXTERIOR
- ENTRANCES & STOREFRONTS
- EXTERIOR WINDOWS
- DOOR HARDWARE
- WEATHERSTRIPPING & SEALS
- GLAZING
- SIDING
- PAINTING (EXTERIOR)
- FIRE EXTINGUISHERS & CABINETS
- PLUMBING (OUTSIDE OF TENANT LEASED SPACE)
- ELECTRICAL SERVICE & DISTRIBUTION

Lessee shall be responsible for the repair and maintenance of any Premises improvements not identified on this List.



5
5/24/21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date: May 24, 2021**

REGULAR AGENDA ☒ **Meeting Date: June 1, 2021**

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-21, Amendment#2-OPCCSDC |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County is contracting with Olympic Peninsula Community Clinic (OPCC) to provide medical services and case management to the guests of the Social Distancing Center, located at 2140 W. 18th Street. OPCC will provide the following staff; Medical Doctor (at no cost), Medical Assistant (\$31.00/hr), and Lead Case Manager (\$28.60/hr). The term of the contract is from June 1, 2021 through August 31, 2021. The current Agreement expires May 31, 2021. The compensation should not exceed \$9,346.00.

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?** ☐

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

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: May 19, 2021

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



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 Peninsula Community Clinic

Address: 819 Georgiana Street
Port Angeles, WA 98362

Phone N^o: 360-457-4431

(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 June 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of August 2021.

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

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Print name: _____

Title: _____

Date: _____, 2021

THIS CONTRACT (IN THE ABSENCE OF CHANGES)
IS A STANDARDIZED CONTRACT PRE-APPROVED
BY THE PROSECUTING ATTORNEY

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

1. Olympic Peninsula Community Clinic (OPCC) will provide medical services and case management services at the Social Distancing Center (located at 2140 West 18th in Port Angeles) initiated due to the COVID19 pandemic.
2. OPCC will provide the following staff
 - a. Medical Doctor (at no cost)
 - b. Medical Assistant (\$31.00/hr)
 - c. Lead Case Manager (\$28.60/hr)
3. OPCC will be on call 24/7 for the staff at the Social Distancing Center to request intake, medical advice, and/or Covid-19 testing
4. Medical Services will be offered to guests at the Social Distancing Center as needed and appropriate with a maximum of 16 hours weekly
5. Case management services will be offered to guests at the Social Distancing Center as needed throughout the weekdays with a maximum of 6 hours weekly.
6. OPCC will submit periodic reports back to Clallam County Health and Human Services (HHS) regarding the services provided
 - a. the number of individuals served
 - b. the services individuals received
7. OPCC will appropriately use personal protective equipment provided at the Social Distancing Center and or by the Clallam County Emergency Operations Center when interacting with other staff and guests

BUDGET/FEE SCHEDULE

January 1, 2021 – May 31, 2021

QUANTITY	SERVICE	RATE	ANTICIPATED HOURS	MAXIMUM ANTICIPATED TOTALS
1	Medical Assistant	\$31.00 per hour	16 hours weekly 14 weeks = 224 hours	\$6,944.00
1	Lead Case Manager	\$28.60 per hour	6 hours weekly 14 weeks = 84 hours	\$2,402.00
TOTAL				\$9,346.00

All invoices will be based on actual cost.

COMPENSATION

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

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

OR

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

<i>Name/Position</i>	<i>Hourly Rate</i>
Medical Assistant	\$31.00
Lead Case Manager	\$28.60

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

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 twelve thousand three hundred-fifty dollars and eighty cents (\$12,350.80) 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: Kevin LoPiccolo

Title: Interim Director

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

Telephone: 360-417-2523

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

Fax: 360-452-9605

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

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: Number of individuals served including services received at the Social Distancing Center.

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



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

- ☒ **COMMERCIAL GENERAL LIABILITY:**
 - Bodily injury, including death \$1,000,000 per occurrence
 - \$2,000,000 aggregate
 - Property damage \$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: \$ 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):.



6
5/24/21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** May 24, 2021

REGULAR AGENDA ☒ **Meeting Date:** June 1, 2021

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-21, Amendment#1NORTAC | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other - Lease |

Documents exempt from public disclosure attached: ☐

Executive summary:

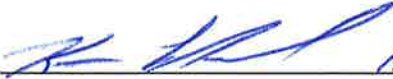
Personal Services Agreement with Norpoint Tactical to provide security services at the Social Distancing Center located at 2140 W. 18th Street, Port Angeles. The Agreement includes onsite security at the subject property for 12 hours per day, 7 days a week, and night incident support, if needed.

The current Agreement expires on May 31, 2021. The proposed Agreement will provide security services at the Social Distancing Center until August 31, 2021.

Attached is a draft of the "Personal Services Agreement" between Norpoint Tactical and Clallam County.

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

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

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: May 19, 2021

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



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: Norpoint Tactical
Address: 2507 Rolling Hills Court
Port Angeles, WA 98363
Phone N^o: 1-877-667-7646

(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 June 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of August 2021.

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

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Print name: Steven Bentley

Title: CEO

Date: _____, 2021

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

SCOPE OF WORK

1. Norpoint Tactical (NPT) will provide security services at the temporary Recovery Shelter facility (located at 2140 West 18th in Port Angeles) being initiated due to the COVID19 pandemic, per the lease provided by the Port of Port Angeles, Washington.
2. NPT will provide properly trained, uniformed, and equipped licensed security personnel at the designated site, 12 hours a day, 7 days a week, from June 1, 2021 until (expected) August 31, 2021.
3. NPT will provide one (1) unarmed security officer (subject to change) per hour for the duration of the contract, unless otherwise requested, instructed, and contracted by CCHHS to provide more security officers for this contract. NPT will also provide a roaming and on call armed security supervisor that will be on call 24/7 for responses of any incident. NPT Security Supervisors may work any security shift without incorporating another supervisor, at any time, and will be left to the discretion of the contract manager, Steven Bentley.
4. NPT security officer will be posted OUTSIDE for monitoring of the entrance and yard, and be posted in either a command trailer, patrol vehicle, or other apparatus deemed fit due to the extenuating circumstances surrounding current pandemic events. Security officers can and may respond to any event within the structure at the request of staff, while putting security personnel safety foremost, as outlined in Attachment B – Budget/Fee Schedule.
5. NPT will not under any circumstances, as a governmental agent, contractor, or at the request of a private entity, citizen, or any other, act in a manner that would violate any constitutional rights or freedoms available to an American citizen. Any requests will be immediately reported to an NPT supervisor, and local law enforcement, at the discretion of the NPT supervisor.
6. Due to the nature of the state of emergency, the emerging COVID19 pandemic, NPT reserves all rights to modification of how services are rendered and carried out, acting in the best interests of NPT personnel, CCHHS, those housed in the facility, as conditions worsen or lessen, at our sole discretion, while providing the required 12/7 security coverage of the exterior of the facility.
7. NPT will charge a daily maintenance fee of \$10 per day. The camera system is a temporary system and will remain the property of NPT, and will be removed upon the completion of this contract. Exterior cameras installed will be to assist in monitoring the outside of the facility, per our station, at no additional cost.
8. NPT will be supplying the Command Trailer at no cost as this is their standard with security monitoring contracts. This will also serve as NPTs outside post and will only be accessible to NPT staff.
9. This contract may be extended or ended prior to August 31, 2021 dependent upon covid-19 circumstances. An amendment created in the case of extension.
10. All Invoices will be based on actual costs.

BUDGET/FEE SCHEDULE

June 1, 2021 – August 31, 2021

SERVICE	RATE	DURATION	ANTICIPATED TOTALS
Security Officer	\$55.00 per hour	12 hours per day (6:00 am to 6:00 pm) Projected total of 92 days	\$60,720.00
Nightly Patrol Support	\$150.00 per incident	Up to 50 incident calls*	7,500.00
Technology Fee	\$10.00 per day	92 days	\$920.00
TOTAL			\$69,140.00

*If the number of incidents exceeds 50 incidents for the duration of this contract, the parties will renegotiate the compensation owing to the contractor.

COMPENSATION

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

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

OR

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

<i>Name/Position</i>	<i>Hourly Rate</i>
Security Officer	\$55.00
Technology fee	\$10.00/day
Night Patrol Support	\$150.00/per incident

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

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 **except as described in subsection (d) below**. 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.

"(d)The parties recognize that the transmission to or receipt by a person of the COVID-19 virus at the temporary Recovery Shelter may occur despite the best practices and procedures of both the County and its guests and employees and the Contractor and its employees, representatives or agents. Therefore, the County and the Contractor agree the obligation and duty of the Contractor to indemnify, hold harmless and defend the County shall not apply to illness, injury or harm arising from or proximately caused by the transmission or receipt of the COVID-19 virus to or from a County guest, employee or representative OR to and from any employee, representative or agent of the Contractor. Solely in the limited circumstances described in this section (d) the Contractor is also not obligated to perform the tasks listed in Sections 13(b) and (c) listed above. However, this exception to the universal obligation of the Contractor to hold the County harmless and indemnify and defend the County is the sole exception to this universal obligation.

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: Kevin LoPiccolo

Title: Interim Director

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

Telephone: 360-417-2523

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

Fax: 360-452-9605

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

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): Weekly

Progress reports shall include, at a minimum, the following: All incidents requiring NPT at the facility.

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



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

- ☒ **COMMERCIAL GENERAL LIABILITY:**

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

7
5/24/21

Department: Health and Human Services-Env. Health

WORK SESSION ☒ **Meeting Date:** May 24, 2021

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Grant Pre-App Questionnaire-LSWFA-SWE |

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington State Department of Ecology provides funding to local health jurisdictions for solid waste enforcement through the Local Solid Waste and Financial Assistance (LSWFA) grants. Solid waste enforcement activities include permitting and inspecting solid waste facilities, reviewing environmental reports and data, and solid waste complaint investigations. Clallam County Environmental Health would like to request full solid waste enforcement allocation of \$133,422 for two years.

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 changes will be submitted upon receipt of grant funding.

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

Please review and sign the Grant Pre-Application Questionnaire.

County Official signature & print name:  Kevin L. Piro

Name of Employee/Stakeholder attending meeting: Jennifer Garcelon

Relevant Departments: HHS - ENVIRONMENTAL HEALTH

Date submitted: May 19, 2021

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

Clallam County

Grant Application Information

DEPARTMENT: **Health & Human Services-EH** DATE SUBMITTED TO W/S: **5/19/2021**

GRANT NAME: **Local Solid Waste Financial Assistance Program – Solid Waste Enforcement**

APPLICATION DEADLINE: **Opens May 2021; deadline mid-June 2021**

ISSUING AGENCY: **Department of Ecology** IS THIS A RENEWAL? **Yes**

LENGTH OF GRANT: **July 1, 2021-June 30, 2023** RENEWAL POSSIBLE? **Yes**

TOTAL AWARD: **\$133,422**

ANNUAL AMOUNT: **\$66,711**

MATCH REQUIRED? **Yes; 25%**

MATCH AMOUNT: **\$22,235/yr**

DESCRIPTION OF GRANT AND PURPOSE:

The LSWFA grant provides financial assistance to local governments to implement their comprehensive solid waste management plan. The money is also used to fund local health jurisdictions for enforcement issues. Environmental Health Services uses the money to fund staff time spent on solid waste planning, issuing solid waste permits, conducting facility inspections, reviewing environmental monitoring data, and investigating solid waste complaints.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:

The grant allows the County to monitor permitted solid waste handling facilities and permit exempt facilities to ensure compliance with state and local solid waste regulations. It also allows for the response to solid waste complaints to ensure environmental and public health is protected through compliance with state and local solid waste regulations and education and outreach to prevent solid waste violations from occurring.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?

Yes. The grant supports the Clallam County Comprehensive Solid Waste Management Plan and upholds Environmental Health Services' purpose to "assist in the protection of our community's health through the prevention and control of environmentally related communicable diseases and through the minimization of exposure to environmental health hazards" by ensuring permitted facilities and citizens complying with state and local mandates regarding solid waste. Clallam County's ability to manage solid waste enforcement issues directly relates to our ability to reduce and prevent the community's exposure to environmental health risks and disease pathogens. This, in turn, decreases the impact these exposures would have on additional county resources.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

The grant maintains services Clallam County has provided since 1989. These services are

largely permanent as they are critical to the environmental and public health of the county.

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?

Clallam County Health and Human Services will develop performance measures in the grant application process. Examples of these metrics will include the number of facility complaints, number of permit applications, number of site inspections, and number of new public complaints. Clallam County Environmental Health is required to develop expected outcomes/impacts (environmental or health benefits) and will report to Ecology quarterly on the progress of grant tasks.

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?

No, the grant activity does not create a new service.

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?

Our match is a portion of the dedicated staff's salary as well as overhead and indirect charges. Additionally, the regional solid waste system will provide some revenue from tipping fees. CCEHS will use existing staff and overhead.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

This grant will not have any impacts on other departments.

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?

No new positions will be added.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?

Yes, at this time HHS has sufficient resources to administer the grant.

Yes, the Environmental Health Specialist in the solid and hazardous waste program will provide timely activity reports.

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?

Yes. We would not receive compensation for our statutory authority to issue solid waste permits, perform solid waste facility inspections, review solid waste facility environmental monitoring data, perform solid waste complaint investigations and enforcement, or for solid waste planning. Impacts to the community if the grant was not received could include public health risks.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?

Yes, indirect costs are allowed at 25% of salaries and benefits.

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?

No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

A budget change form will be submitted to reflect the new revenues and expenditures.

OTHER COMMENTS

No other comments.



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Rich Sill, ADMINISTRATOR

Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator prior to application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.



AGENDA ITEM SUMMARY

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

8
5/24/21

Department: Health and Human Services-Env. Health

WORK SESSION ☒ **Meeting Date:** May 24, 2021

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Grant Pre-App Question.-LSWFA-MRW |

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington State Department of Ecology provides funding to counties for implementation of projects in their comprehensive solid waste and hazardous waste management plans through the Local Solid Waste and Financial Assistance (LSWFA) grants. Clallam County Environmental Health focuses on moderate risk education and outreach as described in the County's Hazardous Waste Plan. CCEH would like to request ~\$50,000 for two years.

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 changes will be submitted upon receipt of grant funding.

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

Please review and sign the Grant Pre-Application Questionnaire.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Garcelon

Relevant Departments: HHS - ENVIRONMENTAL HEALTH

Date submitted: May 19, 2021

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

Clallam County

Grant Application Information

DEPARTMENT: **HHS –EH**

DATE SUBMITTED TO W/S: **5/19/2019**

GRANT NAME: **Local Solid Waste Financial Assistance – Planning and Implementation**

APPLICATION DEADLINE: **Application opens May 2021; deadline mid-June 2021**

ISSUING AGENCY: **Department of Ecology**

IS THIS A RENEWAL? **Yes**

LENGTH OF GRANT: **July 2021 through June 2023**

RENEWAL POSSIBLE? **Yes**

TOTAL AWARD: **~ \$50,000**

ANNUAL AMOUNT: **~ \$25,000**

MATCH REQUIRED? **Yes; 25%**

MATCH AMOUNT: **~ \$8,333.50/yr**

DESCRIPTION OF GRANT AND PURPOSE:

The LSWFA grant provides financial assistance to local governments to implement their comprehensive solid waste management plan and hazardous waste plan. In the hazardous waste program, the money is used for public education, planning, and small quantity generator technical assistance.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:

The grant allows Clallam County to provide moderate risk waste education to homeowners and businesses, including household hazardous waste and small quantity hazardous waste generators.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?

Yes. The grant supports the Clallam County Comprehensive Solid Waste Management Plan and upholds Environmental Health Services' purpose to "assist in the protection of our community's health through the prevention and control of environmentally related communicable diseases and through the minimization of exposure to environmental health hazards" by ensuring permitted facilities and citizens complying with state and local mandates regarding solid waste. Clallam County's ability to mitigate solid waste issues through outreach and education activities and strategic planning, and by providing technical assistance, directly relates to our ability to reduce and prevent the community's exposure to environmental health risks and disease pathogens. This, in turn, decreases the impact these exposures would have on additional county resources.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

The grant maintains services Clallam County has provided since 1989. These services are largely permanent as they are critical to the environmental and public health of the county.

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS

OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?

Clallam County Health and Human Services will develop performance measures in the grant application process. Clallam County Environmental Health is required to develop expected outcomes/impacts (environmental or health benefits) and will report to Ecology quarterly on the progress of grant tasks.

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?

No, the grant activity does not create a new service.

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?

Our match is a portion of the dedicated staff's salary as well as overhead and indirect charges. Additionally, the regional solid waste system will provide some revenue from tipping fees. CCEHS will use existing staff and overhead.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

No.

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?

No new positions will be added.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?

Yes, at this time HHS has sufficient resources to administer the grant.

Yes, the Environmental Health Specialist in the solid and hazardous waste program will provide timely activity reports.

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?

Yes. Without the grant, the County would not be able to provide public education on hazardous waste issues.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?

Yes, indirect costs are allowed at 25% of salaries and benefits.

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?

No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

No budget changes are necessary. This grant was planned in the 2018 budget process.

OTHER COMMENTS

No other comments.



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

RICH SILL, ADMINISTRATOR

APPROVAL

Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator prior to application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.



AGENDA ITEM SUMMARY

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

9
6/24/21

Department: DCD

WORK SESSION ☒ Meeting Date: 5-24-2021

REGULAR AGENDA ☒ Meeting Date: 6-1-2021

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # <u>334-20-003-2</u> |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other RFP |

Documents exempt from public disclosure attached: ☐

Executive summary:

This Amendment extends the end date of the agreement between Clallam County DCD and AHBL Inc. to January 31, 2022. AHBL, Inc.'s services will be paid by the Dept. of Ecology grant #WQNEP-2019-CICoCD Stormwater Management & Regulations/Outreach grant. All other items in the agreement remain the same. The DOE grant amendment has also been authorized to be extended and is attached.

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?)

Please approve the amending the end date for the PSA

County Official signature & print name: Mary Ellen Winborn

Handwritten signature of Mary Ellen Winborn in blue ink.

Name of Employee/Stakeholder attending meeting: Donella Clark

Relevant Departments: DCD

Date submitted: 5-19-21

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

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



**PERSONAL SERVICES AGREEMENT
AMENDMENT 2**

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

Name: AHBL, Inc.
Address: 2215 North 30th Street, Suite 300
Tacoma, WA 98403
Phone N^o: 253.383.2422

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

This Amendment is comprised of:

- ☐ Attachment A – Scope of Work
- ☐ Attachment B – Compensation

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

The term of this Amendment shall commence on the 1st day of July 2021 and shall, unless terminated as provided elsewhere in the Agreement, end on the 31 day of January 2022.

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

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

Print name: _____

Title: _____

Date: _____ 20

Mark Ozias, Chair

Originals: BOCC
Vendor
Initiating Department

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

Kennedy, Lori

From: Donahue, Justin (ECY) <JUSD461@ECY.WA.GOV>
Sent: Tuesday, May 18, 2021 5:56 PM
To: Clark, Donella
Cc: Ozias, Mark; Kennedy, Lori
Subject: RE: Extension Request Due by COB 5/18 | WQNEP-2019-CICoCD-00022

*** EXTERNAL EMAIL *** This message was sent from outside our County network.

Hi Donella,

I have reviewed and approved the amendment request, no changes are needed. I have started the amendment process in EAGL. It will go to my manager for review tomorrow. I do not expect the amendment to be ready for signatures until early June.

With that said the amendment is effective as of today so there will be no lapse in funding on the project. I look forward to working with you on the rest of this project and seeing it to a successful conclusion!

Thank you,

Justin Donahue

Department of Ecology
Water Quality Program
NEP Stormwater
P.O. Box 47600
Olympia, WA 98504-7600
Work Cell (360) 628-3630
~~Phone (360) 407-7671~~

From: Clark, Donella <DClark@co.clallam.wa.us>
Sent: Monday, May 17, 2021 3:29 PM
To: Donahue, Justin (ECY) <JUSD461@ECY.WA.GOV>
Cc: Ozias, Mark <mozias@co.clallam.wa.us>; Kennedy, Lori <LKennedy@co.clallam.wa.us>
Subject: RE: Extension Request Due by COB 5/18 | WQNEP-2019-CICoCD-00022

THIS EMAIL ORIGINATED FROM OUTSIDE THE WASHINGTON STATE EMAIL SYSTEM - Take caution not to open attachments or links unless you know the sender AND were expecting the attachment or the link

Justin,

Attached is the information to request an extension of our Stormwater Grant. Please let Lori and I know if there is anything more that you need.

Donella K Clark
Principal Planner
Clallam County Department of Community Development

223 E 4th St, Suite 5
Port Angeles, WA 98362

From: Donahue, Justin (ECY) [<mailto:JUSD461@ECY.WA.GOV>]
Sent: Monday, May 17, 2021 8:33 AM
To: Kennedy, Lori
Cc: Clark, Donella; Ballard, Greg
Subject: Extension Request Due by COB 5/18 | WQNEP-2019-CICoCD-00022
Importance: High

*** EXTERNAL EMAIL *** This message was sent from outside our County network.

Good morning Lori,

I am following up on the status of the extension request for the NEP Stormwater SI agreement, WQNEP-2019-CICoCD-00022. As a reminder the current grant end date is 6/1 and I am out of the office starting Thursday, 5/20 through 6/2.

We need the extension request submitted by COB tomorrow, Tuesday May 18th. That will ensure that I can review, approve, and begin the extension request process through EAGL. I know this project is important to the County so I want to make sure we get this taken care of without any issues.

As a reminder the below items are needed in the extension request.

1. Be submitted in writing as a formal request to Ecology from the recipient project manager or signatory. If the recipient PM makes the request, the recipient signatory must be copied on the letter. (email is fine)
2. Come directly from a recipient, not the contractor or consultant.
3. Include the current project schedule and the proposed project schedule.
4. Include an explanation of why the recipient is unable to complete the project within the original project timeframe.
5. Include the current budget spend-down projections. A spend down projection should include how much money has been spent to date and when the remaining funds will be spent.

If I can help in any way, or meet with you to discuss and work through this please let me know.

Thank you,

Justin Donahue

Department of Ecology
Water Quality Program
NEP Stormwater
P.O. Box 47600
Olympia, WA 98504-7600
Work Cell (360) 628-3630
~~Phone (360) 407-7671~~



CLALLAM COUNTY
Department of Community Development
County Courthouse
223 E. 4th St., Suite 5
Port Angeles, WA 98362-3015
Phone: (360) 417-2420
Fax: (360) 417-2443

May 17, 2021

Dept. of Ecology
Water Quality Program
NEP Stormwater
PO Box 47600
Olympia, WA 98504-7600

RE: NEP Stormwater SI agreement, WQNEP-2019-CICoCD-00022

Dear Mr. Donahue,

The Clallam County Department of Community Development is requesting an extension of our grant to January 2022 to deal with a recent staff reassignment and comments received on the working document. During this change in staffing the ordinance has been modified and will require additional review from the workgroup and County Planning Commission. We are dedicated to completing a Stormwater Ordinance to be adopted by October 8, 2021 in compliance with our Settlement Agreement. Please see the attached time schedules and current budget spend-down projections.

If you have any questions please feel free to contact me at 360-417-2594, dclark@co.clallam.wa.us.

Sincerely,



Donella K Clark
Principal Planner

cc. Mark Ozias

WQNEP-2019-CICoCD-00022 SPEND DOWN FOR AMENDMENT EXTENDING END DATE										
	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	TOTAL PER TASK
Task 1 Project Development										0.00
Task 2 Admin & Development						6,333.89	6,333.89			12,667.78
Task 3 Hiring a Consultant										0.00
Task 4 Stormwater Stakeholder Work Group						494.00	494.00	494.00		1,482.00
Task 5 Update Documents & Develop Ordinances	5,795.00	5,795.00	5,795.00	5,795.00	5,795.00	5,795.00				34,770.00
Task 6 Adopt Stormwater Ordinance & Manuals	1,240.00	1,240.00	1,240.00	1,240.00	1,240.00	1,240.00				7,440.00
Task 7 Outreach Education Training						1,583.46	1,583.46	1,583.46	1,583.46	6,333.84
TOTAL:	7,035.00	7,035.00	7,035.00	7,035.00	7,035.00	15,446.35	8,411.35	2,077.46	1,583.46	62,693.62

**PERSONAL SERVICES AGREEMENT**29
4/7/20

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

Name: AHBL, Inc.
Address: 2215 North 30th Street, Suite 300
Tacoma, WA 98403
Phone No: 253.383.2422

(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 _____ day of _____ 2020 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31 day of March 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 7 day of April 2020.

CONTRACTOR

Tim Hansen
AHBL, Inc.

Print name: Tim Hansen

Title: COO

Date: 3/24, 2020

ATTEST:

L. Gores 4/7/20
Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias
Mark Ozias, Chair

THIS CONTRACT, AS AMENDED, HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY ON MARCH 23, 2020.

SPECIFICALLY, §13 OF ATTACHMENT C (Indemnification) and §2 of ATTACHMENT D (Insurance) HAVE BEEN REVIEWED BY LEGAL AND BOCC ACCEPTABLE AS AMENDED

Originals: BOCC
Vendor
Initiating Department
Copies: 5



SCOPE OF WORK

DESCRIPTION OF SERVICES REQUIRED AND DELIVERABLES

Task 1 Facilitate a Stormwater Stakeholder Work Group

One of the first tasks for the project will involve reconvening the Stormwater Work Group. AHBL will prepare agendas, meeting notes, meeting collateral, and website support, as well as facilitate the three Stormwater Work Group meetings and foster a focused, clear process to increase stakeholders' understanding of key issues. Depending on guidance from County and state health officials, the meetings may occur virtually through collaboration platforms such as WebEx, Zoom, or GoToMeeting.

Discussions with the Stakeholder Work Group will include, but may not be limited to, clarification of interests and concerns; review of available draft stormwater documents and existing Clallam County stormwater policies and related recommendations within approved plans, and legal requirements; identification of potential recommendations on stormwater management in Clallam County; and review of Ecology stormwater requirements. Meetings will also be used to provide local stakeholder support for the eventual adoption of the stormwater management plans and regulations prepared under the contract.

Clallam County will assist AHBL by identifying and extending invitations to participants of the Stormwater Work Group as well as reserve adequate meeting space for the meetings.

Task 1 Deliverables:

- a. Assist in preparation of a list of identified and recruited stakeholders for the Stormwater Work Group. AHBL assumes that County staff will identify and formally extend invitations to the appropriate local stakeholders.
- b. Facilitate and manage up to three stormwater work group meetings.
- c. Prepare agendas, meeting minutes, meeting handouts, and website and social media support.
- d. Provide a brief report summarizing the work group recommendations for updating draft stormwater plans, manuals, and developing stormwater ordinances.

Task 1 Estimated Cost: \$14,630

Task 2 Update Stormwater Documents and Assist with Developed Ordinances

AHBL's engineers and planners will update Clallam County's draft Stormwater Management Plan and Program and update and simplify the Small Project Drainage Manual for Residential (SPDM) Development for local application. Simplification of the SPDM may include developing templates with BMP options for residential landowners.

Other important elements of this task include assisting Clallam County staff by reviewing and advising staff on their draft ordinances dealing with clearing and grading, illicit discharge, and development standards for development in both urban and rural areas including critical areas, landscaping, and impervious surface coverage.

Task 2 Deliverables:

- a. Updated draft Comprehensive Stormwater Management Plan and update and simplify the Small Project Drainage Manual for Residential Development. Simplification may include developing templates with BMP options for residential landowners.

- b. Recommendations for stormwater, hard surface area, and clearing & grading thresholds for the County to adopt.
- c. Advise County staff on staff's developed stormwater ordinances dealing with clearing & grading, illicit discharge, temporary erosion and sediment control (TESC), and residential and commercial, and industrial development for Urban Growth Areas (UGAs) and rural areas including code amendments to critical areas, landscaping, and impervious surface coverage in the Clallam County Code.

Task 2 Estimated Cost: \$23,805

Task 3 Adoption of Stormwater Ordinances and Manuals

AHBL will provide testimony at two public meetings and two public hearings before both the Planning Commission and the County Commissioners for the purposes of introducing the updated plans and describing how the amendments would change the way projects are designed throughout the County.

To assist with findings of fact and to allay the concerns of decision makers, AHBL will provide access to resources that address the long-term cost and maintenance of facilities and how such practices would differ from what is required today. These are resources that AHBL will assemble from existing published documents. AHBL will summarize the findings of the studies and context associated with the preparation of the studies, and identify the limitations associated with the studies.

In addition to the more formal process of public meetings and hearings, AHBL will conduct one-on-one meetings with decision makers. These meetings allow for the education/explanation of issues in a way that might not otherwise occur in the more rigid format of a public meeting or hearing.

Task 3 Deliverables:

- a. Presentations, agendas, and other materials for public meetings and hearings developed with County staff assistance and approval.
- b. Preparation for and attendance at up to two (2) public meetings before the County Planning Commission and up to two (2) public meetings before the County Commission to describe the importance of updated stormwater management, to introduce the proposed amendments to County Code, and to demonstrate how the updated plans, stormwater manuals, and regulations would impact development.
- c. Preparation for and attendance at up to two (2) public hearings before the County Planning Commission and up to two (2) public hearings before the County Commission to discuss the stormwater plans, manuals, and ordinances and address public comments.
- d. Assembly of materials associated with the construction and maintenance costs for landowners following the new stormwater plans, manuals, SPDM, and ordinances. AHBL will summarize the findings of the cost studies and context associated with the preparation of the studies, and identify the limitations associated with the studies.
- e. One-on-one meetings with decision makers to allow for the education/explanation of issues in a way that might not otherwise occur in the more rigid format of a public meeting or hearing.

Task 3 Estimated Cost: \$21,080

Task 4 Outreach, Education, and Training for Public/Staff/Local Engineers and Landscapers

AHBL will provide 1) outreach and education to the public and stakeholders and 2) training for County staff and local engineers and landscapers on the importance of updated stormwater management and the new

stormwater requirements, adopted amendments to County codes, and the new adopted stormwater design manuals.

Task 4 Deliverables:

- a. Planning, design, and participation in two workshops for the public and one or two trainings for staff and the development community (local engineers and landscapers) depending on demand and need.
- b. Preparation of PowerPoint presentations along with other collateral used in the outreach and education of the public, local engineers and landscapers, and staff.
- c. Preparation of checklists and forms that will be used to aid staff in assisting the public with stormwater projects and ensuring efficient review by staff of those projects.

Task 4 Estimated Cost: \$28,550

Task 5 Data Gap and Needs Assessment

AHBL will prepare an analysis and assessment of Clallam County's existing stormwater program and develop a detailed list of the steps needed to meet the newly adopted plans, manuals, and ordinances. Staffing capacity, staffing expertise, equipment, budget, and other resources will be discussed to meet the requirements of the newly adopted plans, manuals, and ordinances. AHBL staff will estimate the number of new staff and their expertise based on our surveys of other rural counties.

Task 5 Deliverables:

- a. Preparation of a document detailing identified next steps to meet the new stormwater requirements.
- b. Preparation of a document summarizing the results of the needs assessment including staffing capacity, staffing expertise, equipment, budget, and other resources needed to meet the requirements of the newly adopted plans, manuals, and ordinances.

Task 5 Estimated Cost: \$10,650

Consultant Reimbursable Expenses (e.g. copies, mileage, and postage): **\$1,285**

Total Estimated Cost for Tasks 1 through 5 and Reimbursable Expenses: \$100,000.

COMPENSATION

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

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

OR

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

Name/Position	Hourly Rate
Wayne Carlson, FAICP, LEED AP Principal, Planning	225.00/Hour
Doreen Gavin, P.E., LEED AP BD+C Principal, Civil	225.00/Hour
David Nason, P.E. Associate Principal	200.00/Hour
Lucas Johnson, P.E. Civil Project Manager	165.00/Hour
Brittany Port, AICP Planning Project Manager	150.00/Hour
Erika Dinsmore, P.E. Project Engineer 3	130.00/Hour
Josh Kubitz, AICP Planner 4	125.00/Hour
Colin Poff, AICP Planner 3	115.00/Hour
Helen Stanton Planner 3	115.00/Hour
William Thompson Project Engineer 2	115.00/Hour
Linda Katzenberger Technical Editor	100.00/Hour

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 100,000 DOLLARS (\$100,000) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of 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 negligent acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents. In the event of concurrent negligence of (i) the County or the County's agents or employees, and (ii) the Consultant or the Consultant's agents or employees, this indemnity is valid and enforceable only to the extent of the Consultant's negligence.

If a lawsuit, action or complaint is filed alleging the concurrent negligence of the County and the Consultant, then the County shall tender its defense to the Consultant and the Consultant (or one or more of the Consultant's insurance carriers) will provide the defense of the lawsuit, action or complaint. The County may choose to retain its own counsel to defend its interests.

If in this situation of co-Defendants comparative fault is determined by a court of competent jurisdiction, for example, a jury, then Consultant will incur such costs and pay such award. However, the Consultant will be recompensed by the County for that portion of the monetary award AND defense attorney's fees, expenses and costs incurred that is equal to the fault attributed to the County as computed in that court of competent jurisdiction.

If in this situation of co-Defendants said lawsuit, action or complaint is resolved (e.g., settled or dismissed) before a court of competent jurisdiction determines comparative fault, then the County and the Consultant shall be solely responsible for all costs they incur, including, but not limited to, attorney's fees, expenses, costs and any amount paid towards settlement of the lawsuit, action or complaint.

(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 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.
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: Carol L. Creasey
Title: County Hydrogeologist
Address: 223 E. 4th Street, Suite 5

Port Angeles, WA 98362
Telephone: 360.417.2424
E-mail: ccreasey@co.clallam.wa.us
Fax: 360.417.2443

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:

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



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

☒ **COMMERCIAL GENERAL LIABILITY:**

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

☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (three year tail)** \$2,000,000 per claim

☒ **WORKERS COMPENSATION:** Statutory amount

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

Bodily injury, liability, including death \$1,000,000 per occurrence

	\$1,000,000 aggregate
Property damage liability	\$1,000,000 per occurrence
	\$1,000,000 aggregate
☒ BUSINESS AUTOMOBILE LIABILITY:	\$1,000,000 per occurrence

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

Except for professional liability and workers compensation, 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 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): Abide by the applicable General Terms and Conditions Pertaining to Grant Agreements with the State of Washington, Department of Ecology as specified in the DOE GRANT WQNEP-2019-CICoCD-00022 as shown in Appendix 1.

Appendix 1**WASHINGTON DEPARTMENT OF ECOLOGY GRANT CONTRACT
WQNEP-2019-CICoCD-00022****GENERAL TERMS AND CONDITIONS****Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology****GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION****1. ADMINISTRATIVE REQUIREMENTS**

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any

work on the project site.

- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement :
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at

(360) 586-3064, any affected Tribe, and the local government.

- d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise

Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment,

services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County.

Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
 - Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:
<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF 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 and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests

will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records. ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest

will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, , <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 5/24/21

REGULAR AGENDA ☒ **Meeting Date:** 6/1/21

Item Summary:*

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

Executive Summary:

Request to approve and sign resolution authorizing expenditure from the Hotel/Motel Tax Fund for the approved Request for Proposals "Keeping the Lights On COVID".

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?** ☐

Sequim Irrigation Festival - \$15,850
Lincoln Park BMX Association - \$5,000
Feiro Marine Life Center - \$11,309
Forks Old Fashioned 4th of July Committee - \$20,000
Forks Timber Museum - \$17,583
Dungeness River Audubon Center - \$ 25,000
Dungeness Crab & Seafood Festival - \$13,100

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

Approve and sign resolution authorizing expenditure from the Hotel/Motel Tax Fund. COVID Keep the Lights on COVID.

County Official Signature: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date Submitted: May 6, 2021

* Submit original and 5 copies
** Submit 3 originals and 5 copies



RESOLUTION _____, 2021

AUTHORIZING AN EXPENDITURE FROM THE HOTEL/MOTEL TAX FUND
FOR "KEEPING THE LIGHTS ON COVID-19"

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County collects Hotel/Motel Tax pursuant to RCW 67.28.
2. State statute requires an advisory committee to review all proposed expenditures from the Hotel/Motel Tax Fund and make recommendations to the Board of Commissioners.
3. The Board of Clallam County Commissioners issued a notice for Request for Proposals – "Keeping the Lights On – COVID (3rd call)" on April 8, 2021 due the COVID-19 pandemic and the hardship the virus is causing on the tourism financial system.
4. The Lodging Tax Advisory Committee met on May 13, 2021 to review the Request for Proposals for "Keeping the Lights On COVID" and made a recommendation to the Board of Commissioners.
5. The Lodging Tax Advisory Committee recommends a one-time expenditure to Sequim Irrigation Festival, Lincoln Park BMX Association, Feiro Marine Life Center, Forks Old Fashioned 4th of July Committee, Forks Timber Museum, Dungeness River Audubon Center and Dungeness Crab & Seafood Festival.

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

1. Concurs in the recommendation of the Lodging Tax Advisory Committee.
2. Authorizes a one-time expenditure from the Hotel/Motel Tax Fund to be allocated as follows:

Sequim Irrigation Festival - \$15,850
Lincoln Park BMX Association - \$5,000
Feiro Marine Life Center - \$11,309
Forks Old Fashioned 4th of July Committee - \$20,000
Forks Timber Museum - \$17,583
Dungeness River Audubon Center - \$ 25,000
Dungeness Crab & Seafood Festival - \$13,100

3. Contracts for each of the applicants will be prepared and executed later in order to memorialize the decision to spend LTAC money during the COVID-19 pandemic, in order to "Keep the Lights On".

PASSED AND ADOPTED this first day of June 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

File A22.169 / F32.19
Finance Department
Treasurer's Office
Auditor's Office



AGENDA ITEM SUMMARY

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

11
5/24/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 5-24-21

REGULAR AGENDA ☒ Meeting Date: 6-1-21

Item summary:

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

Executive summary:

The Lodging Tax Advisory Committee announced an opportunity for business grants for large-scale events, projects, or infrastructure improvements from monies received from a consumer tax on lodging. Clallam County's Lodging Tax Fund will be the primary source of County funding for activities, operations, and expenditures designed to increase tourism in the unincorporated areas.

The Lodging Tax Advisory Committee met on May 13, 2021 to review applications and make a recommendation to the Board of Commissioners.

Approve and sign resolution authorizing expenditure from the Hotel/Motel Tax Fund for the approved 2021 Lodging Tax Funding applications.

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?** ☐

Hotel/Motel Tax fund:

Forks Chamber of Commerce - \$40,000

Forks Timber Museum - \$67,142

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

Approve and sign resolution authorizing expenditure from the Hotel/Motel Tax Fund for the approved 2021 Lodging Tax Funding applications.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners, Finance Department, Treasurer's Office, Auditor's Office

Date submitted: May 14, 2021

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



RESOLUTION _____, 2021

AUTHORIZING EXPENDITURE FROM THE HOTEL/MOTEL TAX FUND
FOR THE APPROVED 2021 LODGING TAX FUNDING APPLICATIONS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County collects Hotel/Motel Tax pursuant to RCW 67.28.
2. State statute requires an advisory committee to review all proposed expenditures from the Hotel/Motel Tax Fund and make recommendations to the Board of Commissioners.
3. The Lodging Tax Committee received proposals from Dungeness Crab & Seafood Festival, Forks Chamber of Commerce, Forks Timber Museum and Sequim Lavender Farmers Association.
4. The Lodging Tax Advisory Committee met on May 13, 2021 to review application and make a recommendation to the Board of Commissioners.

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

1. Concurs in the recommendation of the Lodging Tax Advisory Committee.
2. Authorizes a one-time expenditure from the Hotel/Motel Tax Fund to be allocated as follows:

Forks Chamber of Commerce - \$40,000
Forks Timber Museum - \$67,142

PASSED AND ADOPTED this first day of June 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

File A22.169
F32.19

Finance CFO – Lane/Cook
Treasurer's Office
Assessor's Office



AGENDA ITEM SUMMARY

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

12
5/24/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 05-24-21

REGULAR AGENDA ☒ Meeting Date: 06-01-21

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:

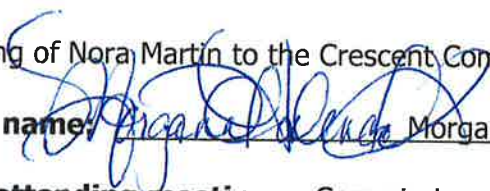
A vacancy exists on the Crescent Community Advisory Council due to a resignation. A press release was issued during the month of February 2021 soliciting applications from interested citizens. One application was received.

Commissioner Bill Peach and the Council membership support the appointment of Nora Martin to the Crescent Community Advisory Council.

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 resolution appointing of Nora Martin to the Crescent Community Advisory Council.

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

Name of Employee/Stakeholder attending meeting: Commissioner Bill Peach

Relevant Departments: BOCC

Date submitted: 05-14-21

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

Appointing Nora Martin 06-01-21
Revised: 3-04-2019



RESOLUTION _____, 2021

APPOINTING A MEMBER TO THE CRESCENT COMMUNITY ADVISORY COUNCIL

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Crescent Community Advisory Council due to a resignation.
2. A press release was issued during the month of February 2021 soliciting applications from interested citizens. One application was received.
3. Commissioner Bill Peach and the Council membership support the appointment of Nora Martin to the Crescent Community Advisory Council.

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

1. **Nora Martin** is appointed to serve as the Crescent School District Alternate representative for a standing term.

PASSED AND ADOPTED this first day of June 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach

c: Appointee
CCAC
A22.26