



AGENDA
BOARD of CLALLAM COUNTY COMMISSIONERS
223 East 4th Street, Room 160
Port Angeles, Washington
March 11, 2025 – 10 a.m.

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

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

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

This meeting can be viewed on a live stream at this link: <https://clallamcountywa.gov/meetings>

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

PUBLIC COMMENT FOR AGENDA ITEMS – Please limit comments to three minutes (10 minutes total)

CONSENT AGENDA – Any Commissioner may remove items for discussion

1a Approval of vouchers for the week of March 3

The Following warrants and electronic payments are approved for payment:

Accounts Payable:	Total
Warrant numbers: 9936137-9936208; 9936219-9936293	\$612,411.16
Electronic payments dates: n/a	\$0.00
Total Accounts Payable:	\$612,411.16

1b Approval of minutes for the week of March 3

1c Resolution appointing Chelsea Korbolic to the Marine Resources Advisory Committee

1d Resolution appointing Liam Antrim to the Conservation Futures Program Advisory Board

1e Resolution clarifying Clallam County’s financial commitment to fund property acquisition and phase II design work for the joint public safety facility, and providing authority to the County Administrator

1f Letter of concern regarding Washington State’s Foundational Public Health Services FPHS

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

2a Agreement with Sebris Busto James for legal representation costs

2b Agreement with Community Health Plan of Washington for behavioral health and other health care related services

2c Agreement with Topper Industries, LLC for the Clallam Bay Day Use Park Ramp Replacement Project

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- 2d Agreement amendment 1 with Department of Agriculture for Fairs Program Capital Project Grant
- 2e Contract with Polimorphic for Recompete Customer Relationship Manager software program
- 2f Agreement with Clallam County Economic Development Council for 2025 services

BUDGET

- 3a Notice that the following Budget Revisions will be considered for adoption on March 25:
 - HHS - Operations – Reallocating expenditures to install an employee badge access door at the 3rd Street building/\$7,558
 - Sheriff - Jail – Reallocating the underspend from Jail salary due to staffing shortage to Norpoint Protective Services for courthouse and juvenile facility security/\$85,220
- 3b Notice that the following Supplemental Appropriations will be considered for adoption on March 25:
 - Auditor – Office of the Secretary of State Information Security Funds reimbursement expected in 2024 but received in 2025/\$26,558
 - Sheriff – Boating Safety – Increased annual award from the WA State Parks and Recreation Commission for Recreational Boating Safety to be used for overtime and purchase of small tools and equipment/\$10,424
 - HHS – Foundational Public Health Services –
 - Additional one-time funding increase from the Department of Health Foundational Public Health Services to be used for communicable disease and rabies-related costs (1 of 2)/\$120,00
 - Reallocating unanticipated projected funding to HHS Operations to purchase capital equipment for County public health emergencies (1 of 2)/\$95,000
 - HHS Operations –
 - Additional one-time funding increase from the Department of Health Foundational Public Health Services to be used for communicable disease and rabies-related costs (2 of 2)/\$120,000
 - Additional funding is received from Department of Health Consolidated Contract #2 to be used for Women, Infants and Children (WIC) and workforce development grants/\$166,066
 - Additional funding from HHS Foundational Public Health Services to the HHS Operations for the purchase of forklift, generator and drone (2 of 2)/\$95,000
 - Community Development – Environmental Quality – Contributions from the cities of Forks, Port Angeles, and Sequim per interlocal agreement for shared work product on the updated Hazard Mitigation Plan/\$184,200

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- 3c Resolution calling for a hearing to be held March 25 at 10:30 a.m. to consider adopting the for the following Debatable Emergencies:
Community Development-Permit Center – Additional billing from Tyler Technologies’ Enterprise Permit and Licensing (EPL) software/\$10,890
HHS-Chemical Dependency Mental Health – Additional 10% funding for 3 Deputy Prosecuting Attorney positions/\$67,923

PUBLIC COMMENT – Please limit comments to three minutes

EXECUTIVE SESSION – March 13, 2025 at 10 a.m.

The Board of County Commissioners, pursuant to RCW 42.30.080, has scheduled a special meeting to be held at 10 a.m., March 13, 2025 in the Commissioner’s Board Room, 223 East 4th Street, Port Angeles, Room 160.

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

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

- Evaluate the qualifications of an applicant for public employment, or to review the performance of a public employee

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

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The following meetings are scheduled for the Board of Commissioners Meetings are held in the BOCC Board Room 160 unless indicated otherwise	
<u>Monday, March 10:</u>	
9:00 a.m.	Work Session
12:00 p.m.	WSAC Virtual Update (Virtually with WSAC)
12:30 p.m.	Executive Session
<u>Tuesday, March 11:</u>	
10:00 a.m.	Board Meeting
<u>Wednesday, March 12:</u>	
8:00 a.m.	Coffee with Colleen (Virtually with EDC)
<u>Thursday, March 13:</u>	
10:00 a.m.	Executive Session
1:00 p.m.	KONP Radio Show (Live on KONP Radio 101.7 FM)
<u>Friday, March 14:</u>	
12:00 p.m.	WSAC Virtual Legislative Update (Virtually with WSAC)
4:00 p.m.	KSQM Radio Show (Live on KSQM Radio 91.5 FM)
5:00 p.m.	EDC Annual Gala

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

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

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



1a
MAR 11 2025

Date of report: March 5, 2025

General Fund	\$252,927.61
Other Funds	\$359,483.55
Total	\$612,411.16

STATE OF WASHINGTON

County of Clallam

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

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2025.

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MIKE FRENCH, Chair

RANDY JOHNSON

MARK OZIAS

TODD MIELKE, County Administrator

Weekly Expenditures

March 3 - 7, 2025

Fund #	Department	Expenditures		Use Tax	
		General Fund (GF)	Other Funds	General Fund (GF)	Other Funds
00100.211	Assessor	17,376.56			
00100.221	Auditor	25.47			
00100.241/291/831	Commissioners (BOCC)	46,637.60			
19914.291	BOCC - Veterans Relief		1,478.80		
00100.843	Coroner	11,451.15			
00100.331-334	Dept. of Community Develop't (DCD)	17,902.46			
30301.331	DCD - Lower Dungeness Floodplain		37,614.83		
00100.871	District Court I	158.00			
11301.511	Health & Human Services (HHS)		5,938.21	55.68	
00100.511	HHS - Environmental Health	8,574.08			
11322.511	HHS - Homeless Task Force		6,939.82		
11323.511	HHS - Chem Dep/Mental Hlth		102,210.48		
11324.511	HHS - Affordable Housing		2,274.28		
11331.511	HHS - Developmental Disabilities		99,042.06		
00100.461	Human Resources (HR)	15,491.22			
50401.461	HR - Risk Management		20,033.30		
50501.461	HR - Workers Compensation		4,089.50		
00100.851	Juvenile Services	6,760.00			
00100.911/912	Parks Fair Facilities (PFF)	2,529.48			
30101.911	PFF - REET 1 <small>(Real Estate Excise Tax)</small>		683.45		
00100.841-842	Prosecuting Attorney	188.22			
	Public Works (PW)				
10101.611	PW - Roads		17,047.79		
30401.331	PW - Dungeness Reservoir		30,097.81		
30805.611	PW - Broadband Infrastructure		2,557.86		
41401.611	PW - Clallam/Sekiu Sewer		5,443.73		
43401.611	PW - Bullman Beach Water System		599.69		
50301.611	PW - ER&R <small>(Equip't Rental & Revolving)</small>		19,508.49		
00100.811-815,817	Sheriff	113,499.33			
00100.816	Sheriff - Jail Medical	8,708.79			
11008.811	Sheriff - OPNET Drug		815.01		
11065.811	Sheriff - OPSCAN Operations		2,197.60		
11068.811	Sheriff - Stonegarden		436.80		
11080.811	Sheriff - Inmate Commissary		462.68		11.36
00100.891	Superior Court Clerk	2,244.01		180.56	
00100.931	WSU Extension	1,145.00			
Total		252,691.37	359,472.19	236.24	11.36

VISA statement balance:	
Statement date:	

Report Reconciliation		Totals			
Total	612,163.56	General Fund	252,927.61		
Final Check Lists	612,163.56	Other Non-GF	359,483.55		
Difference	-	VISA charges	-		
		Total	612,411.16	Use Tax	247.60

Prepared by: _____

Sara DeBiddle, Clallam County Auditor's Office

COPY

Invoice History Use Tax Report
CLALLAM COUNTY

<u>Tran Date</u>	<u>Vendor Name</u>	<u>Invoice / Credit Memo No.</u>	<u>Doc Group</u>	<u>Taxable Amount</u>	<u>Tax Amount</u>	<u>Invoice Total</u>
3/11/2025	ANDERSON RESOURCE GROUP	6624	nbotnen	2,028.71	180.56	2,028.71
3/11/2025	PHENOVA INC	212253	creynold	625.64	55.68	625.64
3/11/2025	SWANSONS SERVICES CORP.	1925337	jminnoch1	73.05	6.50	73.05
3/11/2025	SWANSONS SERVICES CORP.	1923764	jminnoch1	54.63	4.86	54.63
			Totals:	2,782.03	247.60	2,782.03

Entry Title Inter Department Invoices
Date 2/28/2025

entry #

E/R/B	Fund number	BARS number	Description	Debit	Credit	Comment
E	00100	.511. 56260.41.5140	HHS	1954.05		PIC 2024 08 09 10 11/4/24
R	00100	.332. 34319.00.0025	DCD		1954.05	PIC 2024 08 09 10 11/4/24
E	00100	.511. 56260.41.5140	HHS	2037.80		PIC 2024 11 12 1/15/25
R	00100	.332. 34319.00.0025	DCD		2037.80	PIC 2024 11 12 1/15/25
E	00100	.511. 56260.41.5140	HHS	271.70		PIC 2024 11 12 1/15/25
E	00100	.332. 55492.41.0020	DCD		271.70	PIC 2024 11 12 1/15/25
E	00100	.851. 52760.31.0067	Juv Svcs	1878.60		C25-002 Det Meals 1/25
R	00100	.815. 34270.00.0050	Sheriff		1878.60	C25-002 Det Meals 1/25
		totals		6142.15	6142.15	
		entry balance			0.00	

Totals By Fund		
HHS	00100.511	4,263.55
Juv Svcs	00100.851	1,878.60
Total		6,142.15

0.*

Journal
Entries
(JEs)

226,307.03+
6,142.15+
232,449.18*+

0.*

0.*

JEs
+
AP warrants

232,449.18+
379,714.38+
612,163.56*+

0.*

Entry Title Inter Department Invoices
Date 2/28/2025

entry #

Entry Title	Fund number	BARS number	Description	Debit	Credit	Comment
B	00100	.000	11110.00.0000		1756.00	2025.012E 1/25 vehicle rental
E	00100	.211	51424.45.0015	1756.00		Assessor
R	50301	.611	34810.00.0010		1756.00	2025.012E 1/25 vehicle rental
B	50301	.000	11110.00.0000	1756.00		PW - ER&R
B	00100	.000	11110.00.0000		51.15	2025.019E 1/25 vehicle rental
E	00100	.843	56320.45.0015	51.15		Coroner
R	50301	.611	34810.00.0005		51.15	2025.019E 1/25 vehicle rental
B	50301	.000	11110.00.0000	51.15		PW - ER&R
B	30301	.000	11110.00.0000		37614.83	2024.003R G157 Prjct 698-1606 Chip Seal Towne Rd
E	30301	.331	55310.41.0020	37614.83		DCD
R	10101	.611	34410.00.0010		37614.83	2024.003R G157 Prjct 698-1606 Chip Seal Towne Rd
B	10101	.000	11110.00.0000	37614.83		PW - Roads
B	00100	.000	11110.00.0000		1000.00	CE 2024.287E 12/24 vehicle rent
E	00100	.331	52460.45.0015	1000.00		DCD
R	50301	.611	34810.00.0030		1000.00	CE 2024.287E 12/24 vehicle rent
B	50301	.000	11110.00.0000	1000.00		PW - ER&R
B	00100	.000	11110.00.0000		1260.00	Insp 2024.287E 12/24 vehicle rent
E	00100	.333	52420.45.0015	1260.00		DCD
R	50301	.611	34810.00.0030		1260.00	Insp 2024.287E 12/24 vehicle rent
B	50301	.000	11110.00.0000	1260.00		PW - ER&R
B	00100	.000	11110.00.0000		1000.00	CE 2025.009E 1/25 vehicle rent
E	00100	.331	52460.45.0015	1000.00		DCD
R	50301	.611	34810.00.0030		1000.00	CE 2025.009E 1/25 vehicle rent
B	50301	.000	11110.00.0000	1000.00		PW - ER&R
B	00100	.000	11110.00.0000		1260.00	Insp 2025.009E 1/25 vehicle rent
E	00100	.333	52420.45.0015	1260.00		DCD
R	50301	.611	34810.00.0030		1260.00	Insp 2025.009E 1/25 vehicle rent
B	50301	.000	11110.00.0000	1260.00		PW - ER&R
B	00100	.000	11110.00.0000		16.50	CP 2025.002E 12/24 vehicle rent
E	00100	.334	55860.45.0015	16.50		DCD
R	50301	.611	34810.00.0030		16.50	CP 2025.002E 12/24 vehicle rent
B	50301	.000	11110.00.0000	16.50		PW - ER&R
B	00100	.000	11110.00.0000		47.85	Strmkp 2025.002E 12/24 vehicle rent
E	00100	.332	55492.45.0015	47.85		DCD
R	50301	.611	34810.00.0030		47.85	Strmkp 2025.002E 12/24 vehicle rent
B	50301	.000	11110.00.0000	47.85		PW - ER&R
B	00100	.000	11110.00.0000		70.95	Insp 2025.016E 1/25 vehicle rent
E	00100	.333	52420.45.0015	70.95		DCD
R	50301	.611	34810.00.0030		70.95	Insp 2025.016E 1/25 vehicle rent
B	50301	.000	11110.00.0000	70.95		PW - ER&R
B	00100	.000	11110.00.0000		34.65	CP 2025.016E 1/25 vehicle rent
E	00100	.334	55860.45.0015	34.65		DCD
R	50301	.611	34810.00.0030		34.65	CP 2025.016E 1/25 vehicle rent
B	50301	.000	11110.00.0000	34.65		PW - ER&R
B	00100	.000	11110.00.0000		4.95	BLDG 2025.016E 1/25 vehicle rent
E	00100	.333	55850.45.0015	4.95		DCD
R	50301	.611	34810.00.0030		4.95	BLDG 2025.016E 1/25 vehicle rent
B	50301	.000	11110.00.0000	4.95		PW - ER&R
B	00100	.000	11110.00.0000		39.60	Admin 2025.016E 1/25 vehicle rent
E	00100	.331	55864.45.0015	39.60		DCD
R	50301	.611	34810.00.0030		39.60	Admin 2025.016E 1/25 vehicle rent
B	50301	.000	11110.00.0000	39.60		PW - ER&R
B	00100	.000	11110.00.0000		158.40	Strmkp 2025.016E 1/25 vehicle rent
E	00100	.332	55492.45.0015	158.40		DCD
R	50301	.611	34810.00.0030		158.40	Strmkp 2025.016E 1/25 vehicle rent
B	50301	.000	11110.00.0000	158.40		PW - ER&R

Totals By Fund:		
Assessor	00100.211	1,756.00
Coroner	00100.843	51.15
DCD	00100.331	2,039.60
	00100.332	206.25
	00100.333	2,595.90
	00100.334	51.15
	30301.331	37,614.83
DCI	00100.871	158.00
HHS	00100.511	1,780.00
	11301.511	135.01
	11322.511	14.77
	11323.511	77,785.09
	11331.511	33.56
Juv Svcs	00100.851	1,470.00
Sheriff	00100.811	92,793.14
	00100.813	1,200.00
	00100.815	4,744.50
	00100.817	575.00
	11065.811	598.08
WSU Ext	00100.931	705.00
Total		226,307.03

math check

Entry Title Inter Department Invoices
Date 2/28/2025

entry #

E/R/B	Fund number	BARS number	Description	Debit	Credit	Comment
B	00100 .000.	11110.00.0000	DC I		158.00	108542SP PBT testing MH court
E	00100 .871.	56401.41.0020	DC I	158.00		108542SP PBT testing MH court
R	11070 .811.	34210.01.0010	Sheriff		158.00	108542SP PBT testing MH court
B	11070 .000.	11110.00.0000	Sheriff	158.00		108542SP PBT testing MH court
B	11323 .000.	11110.00.0000	HHS		166.00	Therapeutic Court Svcs 10/1-12/31/24
E	11323 .511.	56611.41.5150	HHS	166.00		Therapeutic Court Svcs 10/1-12/31/24
R	00100 .891.	34630.00.0010	Clerk		166.00	Therapeutic Court Svcs 10/1-12/31/24
B	00100 .000.	11110.00.0000	Clerk	166.00		Therapeutic Court Svcs 10/1-12/31/24
B	11323 .000.	11110.00.0000	HHS - CDMH		23.43	24MB4Q Postage Q4 2024 CDMH
E	11323 .511.	56611.42.0020	HHS - CDMH	23.43		24MB4Q Postage Q4 2024 CDMH
R	00100 .291.	34170.00.0030	BOCC Nondepartmental		23.43	24MB4Q Postage Q4 2024 CDMH
B	00100 .000.	11110.00.0000	BOCC Nondepartmental	23.43		24MB4Q Postage Q4 2024 CDMH
B	11331 .000.	11110.00.0000	HHS - DDD		33.56	24MB4Q Postage Q4 2024 DD
E	11331 .511.	56810.42.0020	HHS - DDD	33.56		24MB4Q Postage Q4 2024 DD
R	00100 .291.	34170.00.0030	BOCC Nondepartmental		33.56	24MB4Q Postage Q4 2024 DD
B	00100 .000.	11110.00.0000	BOCC Nondepartmental	33.56		24MB4Q Postage Q4 2024 DD
B	11322 .000.	11110.00.0000	HHS - HTF		14.77	24MB4Q Postage Q4 2024 HTF
E	11322 .511.	56540.42.0020	HHS - HTF	14.77		24MB4Q Postage Q4 2024 HTF
R	00100 .291.	34170.00.0030	BOCC Nondepartmental		14.77	24MB4Q Postage Q4 2024 HTF
B	00100 .000.	11110.00.0000	BOCC Nondepartmental	14.77		24MB4Q Postage Q4 2024 HTF
B	11301 .000.	11110.00.0000	HHS		135.01	24MB4Q Postage Q4 2024 HOPS
E	11301 .511.	56210.42.0020	HHS	135.01		24MB4Q Postage Q4 2024 HOPS
R	00100 .291.	34170.00.0030	BOCC Nondepartmental		135.01	24MB4Q Postage Q4 2024 HOPS
B	00100 .000.	11110.00.0000	BOCC Nondepartmental	135.01		24MB4Q Postage Q4 2024 HOPS
B	00100 .000.	11110.00.0000	HHS - EH		890.00	2025.010E 1/25 vehicle rent
E	00100 .511.	56254.45.0015	HHS - EH	890.00		2025.010E 1/25 vehicle rent
R	50301 .611.	34810.00.0040	PW - ER&R		890.00	2025.010E 1/25 vehicle rent
B	50301 .000.	11110.00.0000	PW - ER&R	890.00		2025.010E 1/25 vehicle rent
B	00100 .000.	11110.00.0000	HHS - EH		890.00	2025.010E 1/25 vehicle rent
E	00100 .511.	56256.45.0015	HHS - EH	890.00		2025.010E 1/25 vehicle rent
R	50301 .611.	34810.00.0040	PW - ER&R		890.00	2025.010E 1/25 vehicle rent
B	50301 .000.	11110.00.0000	PW - ER&R	890.00		2025.010E 1/25 vehicle rent
B	11323 .000.	11110.00.0000	HHS - CDMH		8863.02	CCSCA 1-22-25 CDMH Drug Court 1224
E	11323 .511.	56611.41.5040	HHS - CDMH	8863.02		CCSCA 1-22-25 CDMH Drug Court 1224
R	00100 .861.	34630.00.0020	Sup Ct		8863.02	CCSCA 1-22-25 CDMH Drug Court 1224
B	00100 .000.	11110.00.0000	Sup Ct	8863.02		CCSCA 1-22-25 CDMH Drug Court 1224
B	11323 .000.	11110.00.0000	HHS - CDMH		10622.64	CCSCA 1-22-25 CDMH Lift Court 1224
E	11323 .511.	56611.41.5150	HHS - CDMH	10622.64		CCSCA 1-22-25 CDMH Lift Court 1224
R	00100 .861.	34630.00.0010	Sup Ct		10622.64	CCSCA 1-22-25 CDMH Lift Court 1224
B	00100 .000.	11110.00.0000	Sup Ct	10622.64		CCSCA 1-22-25 CDMH Lift Court 1224
B	11323 .000.	11110.00.0000	HHS - CDMH		58110.00	4thQ2024 CDMH Hargrove
E	11323 .511.	56611.41.5160	HHS - CDMH	58110.00		4thQ2024 CDMH Hargrove
R	00100 .851.	34270.04.0018	Juv Svcs		58110.00	4thQ2024 CDMH Hargrove
B	00100 .000.	11110.00.0000	Juv Svcs	58110.00		4thQ2024 CDMH Hargrove
B	00100 .000.	11110.00.0000	Juv Svcs		1470.00	2025.014E 1/25 vehicle rental
E	00100 .851.	52760.45.0015	Juv Svcs	1470.00		2025.014E 1/25 vehicle rental
R	50301 .611.	34810.00.0060	PW - ER&R		1470.00	2025.014E 1/25 vehicle rental
B	50301 .000.	11110.00.0000	PW - ER&R	1470.00		2025.014E 1/25 vehicle rental
B	00100 .000.	11110.00.0000	CCSO		65.30	2025.018E 12/24 vehicle rental
E	00100 .811.	52180.45.0015	CCSO	65.30		2025.018E 12/24 vehicle rental
R	50301 .611.	34810.00.0110	PW - ER&R		65.30	2025.018E 12/24 vehicle rental
B	50301 .000.	11110.00.0000	PW - ER&R	65.30		2025.018E 12/24 vehicle rental
B	00100 .000.	11110.00.0000	CCSO		3800.00	2025.015E 1/25 VEH RENTAL CG5 CG7
E	00100 .815.	52360.45.0015	CCSO	3800.00		2025.015E 1/25 VEH RENTAL CG5 CG7
R	50301 .611.	34810.00.0110	PW - ER&R		3800.00	2025.015E 1/25 VEH RENTAL CG5 CG7
B	50301 .000.	11110.00.0000	PW - ER&R	3800.00		2025.015E 1/25 VEH RENTAL CG5 CG7

Entry Title Inter Department Invoices
Date 2/28/2025

entry #

E/R/B	Fund number	BARS number	Description	Debit	Credit	Comment
B	00100	.000	11110.00.0000		56.50	1481 2/11/25 Jan 2025 CB/Sekiu Sewer
E	00100	.811	52150.47.0040	56.50		1481 2/11/25 Jan 2025 CB/Sekiu Sewer
R	41401	.611	34354.90.0000		56.50	1481 2/11/25 Jan 2025 CB/Sekiu Sewer
B	41401	.000	11110.00.0000	56.50		1481 2/11/25 Jan 2025 CB/Sekiu Sewer
B	00100	.000	11110.00.0000		3770.00	2025.008E 11/16/24-1/15/25 MILEAGE
E	00100	.811	52110.45.0015	3770.00		2025.008E 11/16/24-1/15/25 MILEAGE
R	50301	.611	34810.00.0110		3770.00	2025.008E 11/16/24-1/15/25 MILEAGE
B	50301	.000	11110.00.0000	3770.00		2025.008E 11/16/24-1/15/25 MILEAGE
B	00100	.000	11110.00.0000		7494.38	2025.008E 11/16/24-1/15/25 MILEAGE
E	00100	.811	52121.45.0015	7494.38		2025.008E 11/16/24-1/15/25 MILEAGE
R	50301	.611	34810.00.0110		7494.38	2025.008E 11/16/24-1/15/25 MILEAGE
B	50301	.000	11110.00.0000	7494.38		2025.008E 11/16/24-1/15/25 MILEAGE
B	00100	.000	11110.00.0000		79241.96	2025.008E 11/16/24-1/15/25 MILEAGE
E	00100	.811	52122.45.0015	79241.96		2025.008E 11/16/24-1/15/25 MILEAGE
R	50301	.611	34810.00.0110		79241.96	2025.008E 11/16/24-1/15/25 MILEAGE
B	50301	.000	11110.00.0000	79241.96		2025.008E 11/16/24-1/15/25 MILEAGE
B	00100	.000	11110.00.0000		2165.00	2025.008E 11/16/24-1/15/25 MILEAGE
E	00100	.811	52180.45.0015	2165.00		2025.008E 11/16/24-1/15/25 MILEAGE
R	50301	.611	34810.00.0110		2165.00	2025.008E 11/16/24-1/15/25 MILEAGE
B	50301	.000	11110.00.0000	2165.00		2025.008E 11/16/24-1/15/25 MILEAGE
B	00100	.000	11110.00.0000		1200.00	2025.008E 11/16/24-1/15/25 MILEAGE
E	00100	.813	55430.45.0015	1200.00		2025.008E 11/16/24-1/15/25 MILEAGE
R	50301	.611	34810.00.0110		1200.00	2025.008E 11/16/24-1/15/25 MILEAGE
B	50301	.000	11110.00.0000	1200.00		2025.008E 11/16/24-1/15/25 MILEAGE
B	00100	.000	11110.00.0000		944.50	2025.008E 11/16/24-1/15/25 MILEAGE
E	00100	.815	52360.45.0015	944.50		2025.008E 11/16/24-1/15/25 MILEAGE
R	50301	.611	34810.00.0110		944.50	2025.008E 11/16/24-1/15/25 MILEAGE
B	50301	.000	11110.00.0000	944.50		2025.008E 11/16/24-1/15/25 MILEAGE
B	00100	.000	11110.00.0000		575.00	2025.008E 11/16/24-1/15/25 MILEAGE
E	00100	.817	52510.45.0015	575.00		2025.008E 11/16/24-1/15/25 MILEAGE
R	50301	.611	34810.00.0110		575.00	2025.008E 11/16/24-1/15/25 MILEAGE
B	50301	.000	11110.00.0000	575.00		2025.008E 11/16/24-1/15/25 MILEAGE
B	11065	.000	11110.00.0000		598.08	2025.008E 11/16/24-1/15/25 MILEAGE
E	11065	.811	52880.45.0015	598.08		2025.008E 11/16/24-1/15/25 MILEAGE
R	50301	.611	34810.00.0110		598.08	2025.008E 11/16/24-1/15/25 MILEAGE
B	50301	.000	11110.00.0000	598.08		2025.008E 11/16/24-1/15/25 MILEAGE
B	00100	.000	11110.00.0000		705.00	2025.013E 1/25 Vehicle Rental
E	00100	.931	57121.45.0015	705.00		2025.013E 1/25 Vehicle Rental
R	50301	.611	34810.00.0120		705.00	2025.013E 1/25 Vehicle Rental
B	50301	.000	11110.00.0000	705.00		2025.013E 1/25 Vehicle Rental
TOTALS				452614.06	452614.06	226307.03

Assessor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	3/11/2025	0001641	VERIZON WIRELESS	6104432186-ass	2/26/2025	DATA FOR MOBILE COLLECTI	170.64	170.64
	3/11/2025	0029534	HARRIS GOVERN	TAMN00005976	2/26/2025	PACS QRTLTY MAINTENANCE	15,449.92	15,449.92
Sub total for U S BANK:							15,620.56	

15,620.56+
 25,477+
 46,637.60+
 11,400.00+
 13,009.56+
 140,966.95+
 39,614.02+
 3,411.40+
 3,212.93+
 188.22+
 19,508.49+
 17,047.79+
 32,655.67+
 6,043.42+
 17,500.70+
 8,708.79+
 2,244.01+
 1,478.80+
 440.00+
 379,714.58*+
 0.*

Auditor

Bank : apbank U S BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
	3/11/2025	0002515	RIGGS, SHOONA	114-4768680-590	2/25/2025	REIMBURSEMENT-ROLLER K	25.47	25.47
Sub total for U S BANK:							25.47	

Boce

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	3/11/2025	0002447	GIBBS, GORDON	FEB2025	2/26/2025	BOE MILEAGE FEB 2025	245.70	245.70
	3/11/2025	0003461	BENEDICT, WILLIAM	FEB2025	2/24/2025	MILEAGE CHARTER REVIEW	30.80	30.80
	3/11/2025	0005482	RICHARDS, RONALD N	FEB2025	2/24/2025	MILEAGE CHARTER REVIEW	126.00	126.00
	3/11/2025	0023824	JEFFERSON COUNTY AU	SDG-OCT-DEC2	2/20/2025	CONTRACT 245.24.005 OCT-I	12,045.55	12,045.55
	3/11/2025	0033510	OZIAS, MARK	WSAC-FEB19 2	2/25/2025	WSAC LEGISLATIVE STEERIN	302.14	302.14
	3/11/2025	0042207	STOFFER, JAMES	FEB2025	2/24/2025	MILEAGE CHARTER REVIEW	176.40	176.40
	3/11/2025	0044211	PORT ANGELES FOOD B/	NOV 2024	2/21/2025	CONTRACT 291.24.011 NOV 2	17,804.68	
				DEC 2024	2/21/2025	CONTRACT 291.24.001 DEC 2	15,590.63	33,395.31
	3/11/2025	0044251	FANE, ALEX	FEB2025	2/24/2025	MILEAGE CHARTER REVIEW	196.00	196.00
	3/11/2025	0045747	PICKETT, PAUL	FEB2025	2/24/2025	MILEAGE CHARTER REVIEW	12.18	12.18
	3/11/2025	0050675	TOZZER, JEFF	FEB2025	2/27/2025	MILEAGE CHARTER REVIEW	107.52	107.52
Sub total for U S BANK:								46,637.60

Coroner

Bank : apbank U S BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	3/11/2025	0045696	THURSTON COUNTY COF CCC-0212025	2/27/2025	JANUARY MORGUE USAGE	900.00	900.00
	3/11/2025	0045735	PACIFIC NW FORENSIC F 2025-CO-040	2/27/2025	AUTOPSY LI	2,100.00	
			2025-CO-041	2/27/2025	AUTOPSY AGREN	2,100.00	
			2025-CO-047	2/27/2025	AUTOPSY NANCE	2,100.00	
			2025-CO-042	2/27/2025	AUTOPSY WILLIAMS	2,100.00	
			2025-CO-043	2/27/2025	AUTOPSY MCCARTHY	2,100.00	10,500.00
					Sub total for U S BANK:		11,400.00

DCD

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	3/11/2025	0004428	LEAR, CATHY	LEAR 2-24-25	2/25/2025	G145 T1 MEETING	113.74	113.74
	3/11/2025	0038337	INSIDEOUT SOLUTIONS I	100392	2/25/2025	G133 PRO SERVICES	100.00	100.00
	3/11/2025	0046683	ODP BUSINESS SOLUTIO	411087340001	2/13/2025	CE/PLANNING SUPPLIES	57.00	57.00
	3/11/2025	0049595	FACET NW INC	0061716	2/21/2025	G16 JANUARY 2025 PRO SER	8,028.02	8,028.02
	3/11/2025	0050669	JAMES MILLER CONSTR	REF 3-5-24	2/7/2025	REFUND BRES 2024-00109	1,179.00	
				REF 3-5-24	2/7/2025	REFUND BRES 2024-00107	1,053.00	2,232.00
	3/11/2025	0050670	HICKERSON, KAREN	REF 3-6-24	2/13/2025	REFUND BPT 2024-00253 BRI	1,203.00	1,203.00
	3/11/2025	0050673	JEREMY COPELAND CON	REF 3-6-24	2/13/2025	REFUND BPT2024-00242 ANC	1,275.80	1,275.80
Sub total for U S BANK:								13,009.56

AAS

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	3/11/2025	0029528	ADVANCED ANALYTICAL : 37742	1/3/2025	WATER LAB - LAB SUPPLIES	135.52	135.52
	3/11/2025	0000593	FORKS, CITY OF COF 2-19-25	2/19/2025	ONSITE - BANNER RESERVA	225.00	225.00
	3/11/2025	0000700	HACH COMPANY				
			14367663	2/11/2025	WATER LAB - LAB SUPPLIES	267.04	
			14370290	2/12/2025	WATER LAB - LAB SUPPLIES	157.23	
			14370298	2/12/2025	WATER LAB - LAB SUPPLIES	72.30	
			14367640	2/11/2025	WATER LAB - LAB SUPPLIES	68.94	565.51
	3/11/2025	0000769	IDEXX DISTRIBUTION INC 3169278864	2/11/2025	WATER LAB - LAB SUPPLIES	798.86	798.86
	3/11/2025	0035803	PHENOVA INC 212253	1/21/2025	WATER LAB - LAB SUPPLIES	625.64	625.64
	3/11/2025	0001426	SEQUIM, CITY OF COS 2-20-25	2/20/2025	ONSITE - BANNER RESERVA	180.00	180.00
	3/11/2025	0048729	CLEVENGER, WILLIAM HRHC 04-2025-1	2/7/2025	HOPS - HRHC 1/2 LEASE PAY	1,750.00	1,750.00
	3/11/2025	0000546	EXPRESS SERVICES, INC 31974598	2/19/2025	HOPS - EXTRA HELP	1,279.20	1,279.20
	3/11/2025	0029280	GRAY, JOHN HRHC 04-2025-	2/7/2025	HOPS - HRHC 1/2 LEASE PAY	1,750.00	1,750.00
	3/11/2025	0049217	MOUNTAIN PUMPS & PLU I9825	11/22/2024	HOPS - FIX TOILET - 140 C ST	182.71	182.71
	3/11/2025	0046683	ODP BUSINESS SOLUTIO 411857468001	2/11/2025	HOPS - PAPER TOWELS	183.06	
			409502938001	2/18/2025	HOPS - TISSUE, BATTERIES	77.20	260.26
	3/11/2025	0050609	R&S NORTHEAST LLC 510356	2/20/2025	HOPS - BICILLIN	22.72	22.72
	3/11/2025	0001395	SANOFI PASTEUR, INC. 7142558516	2/19/2025	HOPS - TUBERSOL	109.00	109.00
	3/11/2025	0001704	WA ST DEPT OF HEALTH DOH MTS Rene	2/24/2025	HOPS - MEDICAL TEST SITE/(260.00	260.00
	3/11/2025	0033201	WESTSIDE PIZZA WP 02-21-25	2/21/2025	HOPS - GROUP SUPPORT SL	189.31	189.31
	3/11/2025	0001509	CORDANT HEALTH SOLU TC-9901201312	1/31/2025	CD/MH - LIFT COURT - JANUA	69.23	69.23
	3/11/2025	0026600	JEFFERSON COUNTY PU 1132325JCPHD/	2/19/2025	CD/MH - EPIDEMIOLOGY SER	746.88	746.88
	3/11/2025	0001252	PORT ANGELES, CITY OF 11323-24-PAFD	2/24/2025	CD/MH - COMMUNITY PARAM	7,467.28	
			11323-24-PAFD	2/24/2025	CD/MH - COMMUNITY PARAM	7,467.28	
			11323-24-PAFD	2/19/2025	CD/MH - COMMUNITY PARAM	5,288.71	20,223.27
	3/11/2025	0030719	REFLECTIONS COUNSEL 1132324RCSGC	1/15/2025	CD/MH - CRISIS INTERVENTI(3,386.01	3,386.01
	3/11/2025	0032029	NORTH OLYMPIC REGION 11324-23-NORV	2/21/2025	AH - UTILITIES & REMODELIN	2,274.28	2,274.28
	3/11/2025	0001017	MORNINGSIDE INC MS STATE 01-2	2/21/2025	DDD - STATE CONTRACT - JA	39,907.00	39,907.00
	3/11/2025	0017530	PIERCE JONES & ASSOC PJA STATE 01-2	2/25/2025	DDD - STATE CONTRACT - JA	59,101.50	59,101.50
	3/11/2025	0000591	FORKS ABUSE PROGRAM 11322-23-FAP 1-	2/20/2025	HTF - WEST END HOPE - JAN	3,243.33	3,243.33
	3/11/2025	0032029	NORTH OLYMPIC REGION 11322-23-NORV	2/21/2025	HTF - SARGE'S PLACE - JANU	3,681.72	3,681.72
Sub total for U S BANK:							140,966.95

HR

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	3/11/2025	0001136	OLYMPIC MEDICAL CENT	9712097416750	2/27/2025	PRE EMPLOYMENT	1,186.00	
				9712097329370	2/27/2025	PRE EMPLOYMENT	1,034.00	
				9712097331090	2/27/2025	PRE EMPLOYMENT	152.00	2,372.00
	3/11/2025	0001297	PUBLIC SAFETY TESTING	PSTAC25-9	2/27/2025	CCSO SGT ASSESSMENT	11,452.35	11,452.35
	3/11/2025	0014524	PATTERSON BUCHANAN	04313-024001	2/27/2025	LEGAL SERVICES	11,757.50	11,757.50
	3/11/2025	0025115	RADIA INC PS	DOS 101824 KB	2/27/2025	PRE EMPLOYMENT	123.60	
				DOS 101824 KB	2/27/2025	PRE EMPLOYMENT	115.20	
				DOS 101824 KB	2/27/2025	PRE EMPLOYMENT	35.00	273.80
	3/11/2025	0027292	WA AUDIOLOGY SERVICE	64475	2/27/2025	HEARING CONSERVATION	3,889.50	3,889.50
	3/11/2025	0045615	HILLMAN, ROBERT	VOL DRIV ABS F	2/27/2025	VOL DRIV ABS REIM RH	15.45	15.45
	3/11/2025	0048305	MASON, KENNEDY	22025	2/27/2025	PRE EMP PAT	670.00	670.00
	3/11/2025	0048855	PUBLIC SAFETY PSYCHO	5638	2/27/2025	PRE EMPLOYMENT	2,880.00	2,880.00
	3/11/2025	0048906	DR PANZA LLC	1380	2/27/2025	PRE EMPLOYMENT AUDIOGF	2,280.00	2,280.00
	3/11/2025	0050497	GMP CONSULTANTS	25-061	2/27/2025	HR DIRECTOR ADVERTISING	3,983.42	3,983.42
	3/11/2025	0050671	O'LEARY, BRIAN	VOL DRIV ABS F	2/27/2025	VOL DRIV ABS REIM BO	20.00	20.00
	3/11/2025	0050672	GOEDEWAAGEN, ELISAB	VOL DRIV ABS F	2/27/2025	VOL DRIV ABS REIMBURSEM	20.00	20.00
Sub total for U S BANK:								39,614.02

Juv Svcs

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	3/11/2025	0001140	OLYMPIC PRINTERS INC 36403	2/24/2025	PRO SVCS	2,627.76	2,627.76
	3/11/2025	0002271	JACOBSEN, JODY 113-3586282-501	2/20/2025	SERVICE RECOGNITION	75.41	
			186415	2/18/2025	FOOD	27.04	102.45
	3/11/2025	0017787	DAIRY FRESH FARMS INC 8052505503	2/24/2025	DET FOOD	132.47	
			8122505614	2/25/2025	DET FOOD	55.83	188.30
	3/11/2025	0041147	AMERIGAS PROPANE LP 3174647347	2/26/2025	UTILITIES	492.89	492.89
					Sub total for U S BANK:		3,411.40

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	3/11/2025	0000034	AIR FLO HEATING CO 126010332	2/27/2025	2402FAC JV HVAC SERVICE C	457.38	457.38
	3/11/2025	0000087	ANGELES ELECTRIC INC 22561	2/27/2025	CH BOCC IT CLOSET LITE & F	285.86	285.86
	3/11/2025	0000677	GRAINGER INC 9406238494	2/27/2025	FG LOW ARC ZURN BRASS	823.28	823.28
	3/11/2025	0001198	PART WORKS INC, THE INV116291	2/27/2025	CH REGAL RPR KIT FILTER V.	1,022.77	
			INV108457 cr	2/27/2025	CH PLUMBING PARTS CREDI'	-41.14	
			INV108533 cr	2/27/2025	CH PLUMBING PARTS CREDI'	-697.83	283.80
	3/11/2025	0001252	PORT ANGELES, CITY OF 48731-101384 1,	2/27/2025	VET JAN UTIL & GARBAGE	604.11	604.11
	3/11/2025	0001540	SWAIN'S GENERAL STOR 339853	2/27/2025	JV HOSE BARM HTR HSE	35.89	35.89
	3/11/2025	0001576	THURMAN SUPPLY 936174	2/27/2025	JUV TRANSFER PUMP	201.54	201.54
	3/11/2025	0001769	WESTERN DETENTION P 20250503	2/27/2025	2008FAC JAIL LOCK RPLCMN	226.07	226.07
	3/11/2025	0003114	SEQUIM-DUNGENESS VA 8601	2/27/2025	FG 2025 MEMBER DUES	205.00	205.00
	3/11/2025	0004958	NORTHWEST PRO RODE 2425	2/27/2025	FG NPRA 2025 MEMBERSHIP	90.00	90.00
Sub total for U S BANK:							3,212.93

Prosecutor

Bank : apbank U S BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	3/11/2025	0000890	LANGUAGE LINE SERVIC 11518239	2/27/2025	LANGUAGE LINE	65.65	65.65
	3/11/2025	0000918	LINCOLN STREET STATIC 233020	2/27/2025	LINCOLN STREET STATION	13.88	13.88
	3/11/2025	0046683	ODP BUSINESS SOLUTIO 411183058001	2/27/2025	OFFICE SUPPLIES	59.15	
			408339684001	2/27/2025	OFFICE SUPPLIES	49.54	108.69
					Sub total for U S BANK:		188.22

apChkLst
03/05/2025 10:34:24AM

Final Check List
CLALLAM COUNTY

Public Works ERK Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	3/11/2025	0000592	FORKS AUTO ELECTRIC 600639	2/14/2025	VEHICLE SUPPLIES - #738 73	183.53	183.53
	3/11/2025	0000848	PAPE KENWORTH NORTH 15195778	2/18/2025	VEHICLE SUPPLIES - 241 241	2,004.12	
			15194779	2/18/2025	VEHICLE SUPPLIES - 242 242	259.32	2,263.44
	3/11/2025	0001255	PRICE FORD LINCOLN MI 5057579	2/21/2025	VEHICLE SUPPLIES - 160 160	575.35	
			5057637	2/26/2025	VEHICLE SUPPLIES - S336 S3	18.42	
			5057639	2/26/2025	VEHICLE SUPPLIES - S336 S3	-224.19	369.58
	3/11/2025	0001300	PUBLIC UTILITY DISTRICT 21685-022025	2/20/2025	01/25/25~02/19/25 51 BEDROCK	1,199.79	1,199.79
	3/11/2025	0001405	LES SCHWAB TIRE CENT 38000913304	1/14/2025	VEHICLE SUPPLIES - 176 176	1,446.04	1,446.04
	3/11/2025	0001551	TACOMA SCREW PRODUCTS 140135245-00	2/19/2025	SHOP SUPPLIES - LC	508.94	508.94
	3/11/2025	0001781	WHITEHEADS AUTO PARTS 307743	2/12/2025	VEHICLE SUPPLIES - 160 160	244.32	
			307873	2/14/2025	VEHICLE SUPPLIES - 160 160	120.48	
			307645	2/11/2025	VEHICLE SUPPLIES - 1670 16	38.18	
			306669	1/28/2025	VEHICLE SUPPLIES - 147 147	-94.10	308.88
	3/11/2025	0004448	DAREN'S POINT S TIRE & 0100815	2/20/2025	VEHICLE SUPPLIES - 160 160	300.56	
			0100735	2/20/2025	VEHICLE SUPPLIES - S358 S3	159.99	460.55
	3/11/2025	0021386	STAPLES ADVANTAGE 6024832327	2/22/2025	INVENTORY SUPPLIES - PAPI	198.14	198.14
	3/11/2025	0022435	RACE STREET AUTO PARTS 702750-25	2/26/2025	INVENTORY SUPPLIES - PA	431.21	
			701208	2/11/2025	INVENTORY SUPPLIES - PA	358.50	
			702736-25	2/26/2025	VEHICLE SUPPLIES - 216 216	331.62	
			701887-25	2/18/2025	VEHICLE SUPPLIES - A55 A55	199.73	
			702554-25	2/25/2025	VEHICLE SUPPLIES - #216 21	180.13	
			701332-25	2/12/2025	VEHICLE SUPPLIES - #160 16	172.19	
			701571-25	2/14/2025	INVENTORY SUPPLIES - PA	103.30	
			702628-25	2/25/2025	VEHICLE SUPPLIES - #417 41	96.31	
			701267-25	2/11/2025	INVENTORY SUPPLIES - PA	41.56	
			701612-25	2/14/2025	VEHICLE SUPPLIES - #S354 S	26.14	
			702120-25	2/20/2025	VEHICLE SUPPLIES - #160 16	19.89	
			702753-25	2/26/2025	VEHICLE SUPPLIES - S336 S3	13.60	
			701478-25	2/13/2025	VEHICLE SUPPLIES - #102 10	6.82	
			701913-25	2/18/2025	VEHICLE SUPPLIES - A55 A55	-19.60	
			702752-25	2/26/2025	VEHICLE SUPPLIES - 216 216	-67.22	1,894.18
	3/11/2025	0042561	ALL BATTERY SALES & SERVICE 22083456	2/25/2025	INVENTORY SUPPLIES	313.24	313.24
	3/11/2025	0042872	PROPANE NORTHWEST 1516645151	2/20/2025	PROPANE SUPPLIES - SQ	602.04	602.04
	3/11/2025	0043469	PETROCARD 0545408-IN	2/14/2025	FUEL SUPPLIES - LC	9,419.11	9,419.11

Bank : apbank U S BANK

(Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
	3/11/2025	0048865	SARGENT TOOLS LLC	02262535472	2/26/2025	SHOP SUPPLIES - LC	255.86	
				02262535475	2/26/2025	VEHICLE SUPPLIES - #108 10	36.21	292.07
	3/11/2025	0049733	VESTIS SERVICES LLC	5120635213	2/20/2025	LAUNDRY SERVICE - SQ	16.34	
				5120637744	2/25/2025	LAUNDRY SERVICE - PA	16.33	
				5120637729	2/25/2025	LAUNDRY SERVICE - LC	16.29	48.96
						Sub total for U S BANK:		19,508.49

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	3/11/2025	0000056	ARAMSCO INC	S6901246.001	2/7/2025	MAINTENANCE SUPPLIES- SC	4,865.73	4,865.73
	3/11/2025	0000091	ANGELES MILLWORK & L	367104	2/19/2025	MAINTENANCE SUPPLIES- PA	102.34	
				367142	2/19/2025	MAINTENANCE SUPPLIES- TI	25.04	
				367041	2/18/2025	MAINTENANCE SUPPLIES- PA	17.94	145.32
	3/11/2025	0000331	CLALLAM COUNTY AUDIT	2025-170606	3/26/2025	EASEMENT 2025-1468380	305.50	305.50
	3/11/2025	0000546	EXPRESS SERVICES, INC	32005687-10101	2/26/2025	EXPRESS EMPLOYMENT 02/1	646.00	646.00
	3/11/2025	0000709	HARBOR SAW & SUPPLY	832841	2/19/2025	MAINTENANCE SUPPLIES- LC	35.24	35.24
	3/11/2025	0001156	OLYPEN INC	250227-0017	2/27/2025	OLYPEN SERVICE	161.25	161.25
	3/11/2025	0001300	PUBLIC UTILITY DISTRICT	110606-021825	2/18/2025	1/15-02/13/25 SCENIC OVERL	126.36	126.36
	3/11/2025	0001551	TACOMA SCREW PRODU	140134361-00 1	2/10/2025	MAINTENANCE SUPPLIES-PA	368.95	
				14013756-10101	2/12/2025	MAINTENANCE SUPPLIES-PA	190.22	559.17
	3/11/2025	0001576	THURMAN SUPPLY	930991	1/13/2025	MAINTENANCE SUPPLIES- EI	113.74	113.74
	3/11/2025	0022435	RACE STREET AUTO PAR	702181	2/20/2025	MAINTENANCE SUPPLIES- PA	61.64	61.64
	3/11/2025	0026348	ENVIROTECH SERVICES	CD202508313	2/6/2025	ICE SLICER	9,810.15	9,810.15
	3/11/2025	0040272	MATT'S TOOLS USA LLC	149724 -1	2/25/2025	MAINTENANCE SUPPLIES- PA	66.59	66.59
	3/11/2025	0049104	HABEL, WILLIAM	WHABE0225MIL	2/25/2025	MILEAGE HABEL-VOL FAIR/O	102.20	102.20
	3/11/2025	0049733	VESTIS SERVICES LLC	5120637743	2/25/2025	LAUNDRY SERVICE-PA	16.33	
				5120635214	2/20/2025	LAUNDRY SERVICE- SQ	16.29	
				5120637730	2/25/2025	LAUNDRY SERVICE-LC	16.28	48.90
Sub total for U S BANK:								17,047.79

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	3/11/2025	0001300	PUBLIC UTILITY DISTRIC	16762	2/24/2025	01/25 WSBO	2,112.66	
				16761	2/24/2025	01/25 PWBC	445.20	2,557.86
	3/11/2025	0036990	ANCHOR QEA INC	30691	2/12/2025	DUNGENESS RESERVOIR 01.	17,739.81	
				30692	2/12/2025	DUNGENESS RESERVOIR 01.	12,358.00	30,097.81
Sub total for U S BANK:								32,655.67

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	3/11/2025	0000594	DECKER CITY HARDWAR	868327	2/11/2025	REPLACE STOLEN SUPPLIES	102.77	102.77
	3/11/2025	0000839	K & L SUPPLY INC	46844-1	1/29/2025	MAINTENANCE SUPPLIES- W	627.71	627.71
	3/11/2025	0001300	PUBLIC UTILITY DISTRIC	23007-022025	2/20/2025	01/15-02/18/25 176 FRONT ST	980.85	
				23221-022025	2/20/2025	1/15-02/18/25 12901 HWY 112	245.94	
				22991-022025	2/20/2025	01/15-02/17/25 HWY 112- OPP	226.07	
				23040-022025	3/20/2025	01/15-02/18/25 FRONT ST	195.09	1,647.95
	3/11/2025	0001781	WHITEHEADS AUTO PAR	307648	2/11/2025	REPLACE STOLEN SUPPLIES	75.30	75.30
	3/11/2025	0020614	WOOD HAWK, INC	2148-1	2/21/2025	02/2025 WASTE TRANSFER S	1,495.00	
				2149-1	2/24/2025	WASTE TRANSFER SERVICE	1,495.00	2,990.00
	3/11/2025	0000546	EXPRESS SERVICES, INC	32005687-43401	2/26/2025	EXPRESS CROSS 02/17-02/23	599.69	599.69
						Sub total for U S BANK:		6,043.42

Sheriff

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	3/11/2025	0000551	FAMILY SHOE STORE INC 949000	2/23/2025	UNIFORM - SCHULTZ	190.55	190.55
	3/11/2025	0001543	SWANSONS SERVICES C 1925337	2/20/2025	INDIGENT PACKS	73.05	
			1923764	2/13/2025	INDIGENT PACKS	54.63	127.68
	3/11/2025	0001641	VERIZON WIRELESS 6106151114	2/15/2025	CELL PHONE SERVICE	4,501.50	
			6104432186-CC	2/16/2025	CELL PHONE SERVICE	127.83	4,629.33
	3/11/2025	0001828	NIKOLA ENGINEERING IN 48898	2/21/2025	END POINTS	1,179.20	1,179.20
	3/11/2025	0004211	CENTURYLINK 333961510-Feb2	2/17/2025	DATA CONNECTION	325.80	
			333633603-Feb2	2/15/2025	TELEPHONE SERVICE	80.31	
			333800494-Feb2	2/15/2025	TELEPHONE SERVICE	79.47	
			333728002-Feb2	2/15/2025	TELEPHONE SERVICE	79.47	565.05
	3/11/2025	0029266	NI GOVERNMENT SERVIC 25012909221	2/7/2025	SATELLITE PHONE SERVICE	51.28	51.28
	3/11/2025	0031970	MCCANN, OWEN 012725	2/27/2025	REIMBURSEMENT - PAINT SL	491.48	491.48
	3/11/2025	0037247	HAIR BY NICOLE 021825	2/18/2025	INMATE HAIRCUTS	335.00	335.00
	3/11/2025	0037772	T MOBILE USA INC 9592733854	1/17/2025	TIMING ADVANCE	165.00	165.00
	3/11/2025	0041605	HD SUPPLY 850208117	2/12/2025	KITCHEN SUPPLIES	348.02	348.02
	3/11/2025	0041804	FILEONQ INC 12866	3/1/2025	PROPERTY & EVIDENCE MOI	540.74	540.74
	3/11/2025	0043469	PETROCARD C664503	1/31/2025	FUEL FOR OPNET & STONE C	948.06	948.06
	3/11/2025	0043498	FIRST RESPONDER OUTI 14985-3	2/25/2025	UNIFORM - MCKELLAR	640.88	640.88
	3/11/2025	0046683	ODP BUSINESS SOLUTIO 409730498001	2/18/2025	OFFICE SUPPLIES - JAIL	86.20	86.20
	3/11/2025	0050444	SWCA ENVIRONMENTAL 214297	2/7/2025	PROFESSIONAL SERVICES T	7,202.23	7,202.23
Sub total for U S BANK:							17,500.70

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	3/11/2025	0001136	OLYMPIC MEDICAL CENT	OMC-1.27.25	2/27/2025	INMATE MEDICAL	5,892.23	5,892.23
	3/11/2025	0001508	STERICYCLE, INC	8009865242	2/27/2025	BIO-HAZARD WASTE	20.72	20.72
	3/11/2025	0025115	RADIA INC PS	ZD37Y1X	2/27/2025	INMATE MEDICAL 2.4.25	26.67	
				ZD3JD6I	2/27/2025	INMATE MEDICAL 2.4.25	26.67	
				ZD37Y06	2/27/2025	INMATE MEDICAL 2.4.25	22.75	
				ZD4KXP3	2/27/2025	INMATE MEDICAL 2.12.25	18.28	
				ZD37Y1P	2/27/2025	INMATE MEDICAL 2.4.25	16.97	
				ZD37Y1H	2/27/2025	INMATE MEDICAL 2.4.25	4.85	
				ZD37Y1Q	2/27/2025	INMATE MEDICAL 2.4.25	4.85	121.04
	3/11/2025	0041537	MCKESSON MEDICAL-SU	23336234	2/17/2025	INMATE MED CLINIC SUPPLIE	1,756.48	
				23325231	2/13/2025	INMATE MED CLINIC SUPPLIE	381.85	
				23335977	2/17/2025	INMATE MED CLINIC SUPPLIE	169.50	
				23325800	2/13/2025	INMATE MED CLINIC SUPPLIE	15.84	2,323.67
	3/11/2025	0048022	SOUND INPATIENT PHYSI	ZD3YOUH	2/27/2025	INMATE MEDICAL 2.4.25	114.19	
				ZD44138	2/27/2025	INMATE MEDICAL 2.8.25	78.98	
				ZD3FFHG	2/27/2025	INMATE MEDICAL 2.1.25	78.98	
				ZD2VPK0	2/27/2025	INMATE MEDICAL 2.1.25	78.98	351.13
Sub total for U S BANK:								8,708.79

Clerk

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	3/11/2025	0018197	ANDERSON RESOURCE (6624	2/27/2025	CLERK'S OFFICE SUPPLIES -	2,028.71	2,028.71
	3/11/2025	0034826	HALENCAK, MORGANN MHALENCATR	2/27/2025	CLERK TRAVEL FOR ITA HRG	1.40	1.40
	3/11/2025	0046683	ODP BUSINESS SOLUTIO 410394199001	2/27/2025	CLERK'S OFFICE SUPPLIES	198.68	
			410393867001	2/27/2025	CLERK'S OFFICE SUPPLIES	15.22	213.90
					Sub total for U S BANK:		2,244.01

Veterans

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total		
	2/27/2025	0003792	JAMES & ASSOCIATES IN SR0828	2/27/25	2/27/2025	RENT	600.00	600.00	
	2/27/2025	0050674	PAPPAS GRP LLC	MR9221	2/27/25	2/27/2025	RENT	435.00	435.00
	3/1/2025	0020849	U S BANK	BT6808	2/27/25	2/27/2025	FOOD	100.00	
				LP6817	2/27/25	2/27/2025	FOOD	100.00	
				MR0685	2/27/25	2/27/2025	FOOD	100.00	
				SR6794	2/27/25	2/27/2025	FUEL	100.00	
				STAMPS	2/27/25	2/27/2025	STAMPS	43.80	443.80
Sub total for U S BANK:								1,478.80	

WSU EXT

Bank : apbank U S BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	3/11/2025	0039378	NORTH OLYMPIC PENINS 778	3/11/2025	NODC	440.00	440.00
Sub total for U S BANK:							440.00



1b
MAR 11 2025

BOARD OF CLALLAM COUNTY COMMISSIONERS MINUTES for the week of March 3-7, 2025

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, March 3, 2025. Present were Commissioners French, Johnson and Administrator Mielke. Commissioner Ozias was excused.

Items of discussion per the agenda published February 27 were:

- Calendar/Correspondence
- Resolution appointing Chelsea Korbolic to the Marine Resources Advisory Committee
- Resolution appointing Liam Antrim to the Conservation Futures Program Advisory Board
- Agreement with Sebris Busto James for legal representation costs
- Agreement with Millig, LLC for Energy Audit
- Agreement with Community Health Plan of Washington for behavioral health and other health care related services
- Agreement with Topper Industries, LLC for the Clallam Bay Day Use Park Ramp Replacement Project
- Pre-application questionnaire with Olympic Peninsula Visitors Bureau for Tourism Enhancement Grant
- Pre-application questionnaire with Washington Department of Ecology for Washington Conservation Corps Environmental Justice Program
- Agreement amendment 1 with Department of Agriculture for Fairs Program Capital Project Grant
- Briefing on a draft Ordinance regarding Chapter 27.08 Open Space
- Letter of support for Field Arts and Events Hall
- Discussion and next steps on virtual participation for Board of Commissioners and Clallam County Board and Committee meetings
- Resolution rescinding Resolution 14, 2025 - Board of Equalization
- Contract with Polimorphic for Recompete Customer Relationship Manager software program
- Resolution clarifying Clallam County's financial commitment to fund property acquisition and phase II design work for the joint public safety facility, and providing authority to the County Administrator
- Agreement with Clallam County Economic Development Council for 2025 services

Meeting concluded at 11:03 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair French called the meeting to order at 10 a.m., Tuesday, March 4, 2025. Also present were Commissioners Johnson and Administrator Mielke. Commissioner Ozias was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

PUBLIC COMMENT FOR AGENDA ITEMS

- Karin Cummins, Sequim, commented on item 1a
- Ed Bowen, Clallam Bay, commented on item 1h and calendar issues
- John Worthington, Sequim, commented on item Cascadia
- Jeff Tozzer, Sequim, commented on item 1h, Bureau of Indian Affairs

CONSENT AGENDA

1a Approval of vouchers for the week of February 24

The Following warrants and electronic payments are approved for payment:

Accounts Payable:	Total
Warrant numbers: 9935844-9935850; 9935872-9935994; 9936014-9936044	\$487,944.39
Electronic payments dates: n/a	\$0.00
Total Accounts Payable:	\$487,944.39

1b Approval of payroll for a period ending February 15

The following voucher/warrants/electronic payments are approved for payment:

Payroll	Total
Warrant Numbers	
174785 – 175087, 9935284, 9935828 – 9935832	\$887,803.21
Electronic Payment Date	
2/14/2025 – 2/26/2025	\$474,734.22
Total Payroll:	\$1,352,537.43

1c Approval of minutes for the week of February 24

1d Approval of minutes for the Board of Equalization meeting on February 25

1e Letter to the Office of Emergency Operation Center Grant Administration for the Emergency Operations Center

1f Resolution appointing William Corcoran to the Board of Equalization alternate position

1g Resolution rescinding Resolution 14, 2025 – Board of Equalization

1h Letter of support for Field Arts and Events Hall

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

REPORTS AND PRESENTATIONS

- CRJ commented on Port Angeles Chamber Board Retreat, Winter Ice Village, juvenile programs
- CMF commented on Olympic school field trip

CONTRACTS AND AGREEMENTS

2a Memorandum of agreement with North Olympic Library System for the Clallam County Law Library

ACTION TAKEN: CRJm to approve, CMFs, mc

2b Agreement amendment 1 with Department of Health for diseases and outbreak response, rabies testing, and reporting during outbreaks

ACTION TAKEN: CRJm to approve, CMFs, mc

2c Agreement with Washington State Parks and Recreation Commission for boating Safety events and reporting

ACTION TAKEN: CRJm to approve, CMFs, mc

2d Agreement amendment 1 with Washington State University Extension for program services

ACTION TAKEN: CRJm to approve, CMFs, mc

2e Agreement with Jefferson County Public Health Department for nurse family partnership

ACTION TAKEN: CRJm to approve, CMFs, mc

2f Agreement with Department of Health for Bullman Beach water system

ACTION TAKEN: CRJm to approve, CMFs, mc

2g Agreement with Millig, LLC for Energy Audit

ACTION TAKEN: CRJm to approve, CMFs, mc

BIDS AND AWARDS

3a Request for proposals/qualifications opening – Homelessness Program Funding Proposals 2025

<u>Contractor</u>	<u>Amount</u>
Forks Abuse Program	\$99,698.03
Boys and Girls Club	\$143,232
The Answer for Youth (Bridging the Gap)	\$34,916
The Answer for Youth (Starfleet)	\$34,916
Sarge’s Veterans Support	\$99,590
Sarge’s Veterans Support	\$99,590
Serenity House of Clallam County	\$806,561.63
Trinity United Methodist Church	\$137,890
Peninsula Housing Authority	\$50,000
Healthy Families of Clallam County	\$145,354
Healthy Families of Clallam County	\$88,062
Olympic Peninsula Community Clinic	\$50,033

ACTION TAKEN: CRJm to approve forward the bids to the Health and Human Services Department for review and recommendation to the Board of Commissioners, CMFs, mc

PUBLIC COMMENT

- Stuart Keihl, Port Angeles, commented on Russia, public safety, government
- Ed Bowen, Clallam Bay, comment on the Clerk, NACO Conference, Secretary of the VA, Coffee with Colleen
- Mark Curtis, Sequim, commented on McKinney-Vento Programs,
- C.G.H, Joyce, commented on the virtual participation, Open Public Meetings Act, night meetings
- Eric Fehrmann, Sequim, commented on virtual participation, town hall meeting, Winter Ice Village, Budget
- Karin Cummins, Sequim, commented on kids, Law Library relocation, North Olympic Library System, levy and bond support, democrats, abortion,
- Denise Lapio, Sequim, commented on Clallam Conservation District election
- Jeff Tozzer, Sequim, commented on protest, budget cuts, Clallam County Parks and Fair, County Spending (see attached)
- John Worthington, Sequim, commented on Jimmy Come Lately, salmon
- Stephanie Day, Sequim, commented on engaging with citizens, town hall meeting, grants, projects, Revenue
- Mike Doherty, Port Angele, commented on Salish Sea Vessel traffic projections, Climate change quick facts, EV charging (see attached)

Meeting concluded at 11:02 a.m. and continued to 9 a.m., Monday, March 10, 2025

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of March 3-7, 2025
Page 4

The Board of Commissioners attended a WSAC virtual update, Coffee with Colleen and Housing Solutions Committee Meeting update during the week of March 3, 2025.

PASSED AND ADOPTED this 4th day of March 2025

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

KEY TO ABBREVIATIONS:

ATM Administrator Todd Mielke

CMO Commissioner Mark Ozias

CRJ Commissioner Randy Johnson

CMF Commissioner Mike French

m moved

mc motion carried

s seconded

Public Comment
Jeff Tozzer
3/4/25

This past weekend, more than 300 concerned residents took to the streets in protest. Carrying signs, their children waving placards, even their dogs adorned with messages of discontent, they voiced their frustration over looming budget cuts that threaten our national parks and hardworking government employees. Their demands? Transparency and accountability from those they believe are responsible for this crisis.

Marching through downtown and up Lincoln, the protesters faced the traffic, making their disappointment with the current administration known. Yet, standing behind them, ironically overlooked, was the Clallam County Courthouse—the very heart of local decision-making, where three officials meet each week to determine the fate of our community.

For years, these officials have been spending—first utilizing the influx of "free" money from the American Rescue Plan Act, then dipping into county reserves to fund projects like a poet laureate and a curb for a rural county road. Now, with the funds depleted, they're scrambling to balance the budget. But instead of cutting unnecessary expenses, they are targeting essential community services.

The latest budget proposals suggest slashing departments and services not mandated by the state. Among the casualties? The Clallam County Parks Department and the Clallam County Fair—institutions that have long been part of our community's fabric.

The Clallam County Park system is a local treasure. Cline Spit offers breathtaking sunsets. Freshwater Bay boasts over 20 acres of tidelands and picnic areas. Robin Hill Farm Park provides five miles of scenic trails. These public spaces are at risk of neglect or closure, casualties of financial mismanagement.

The Clallam County Fair, a tradition dating back to 1895, has united our community for over a century. It, too, is on the chopping block. Why? Because the county's leaders refuse to exercise fiscal restraint. They can't say "no" to costly pet projects. They can't say "no" to dishwashers and a dog-washing station for the homeless. They can't say "no" to providing pizza to drug users collecting their weekly boofing kits. They can't say "no" to the special interests and NGOs that hold sway over their decisions.

To those who are outraged over the threats to our parks, our heritage, and the loss of eight full-time county jobs—know where to direct your frustration.

Next time, don't just march through the streets. Turn around. Face the courthouse, and demand accountability where it matters most.

Jeff Tozzer, Sequim

Mike Doherty

3/4/25

Climate change quick facts

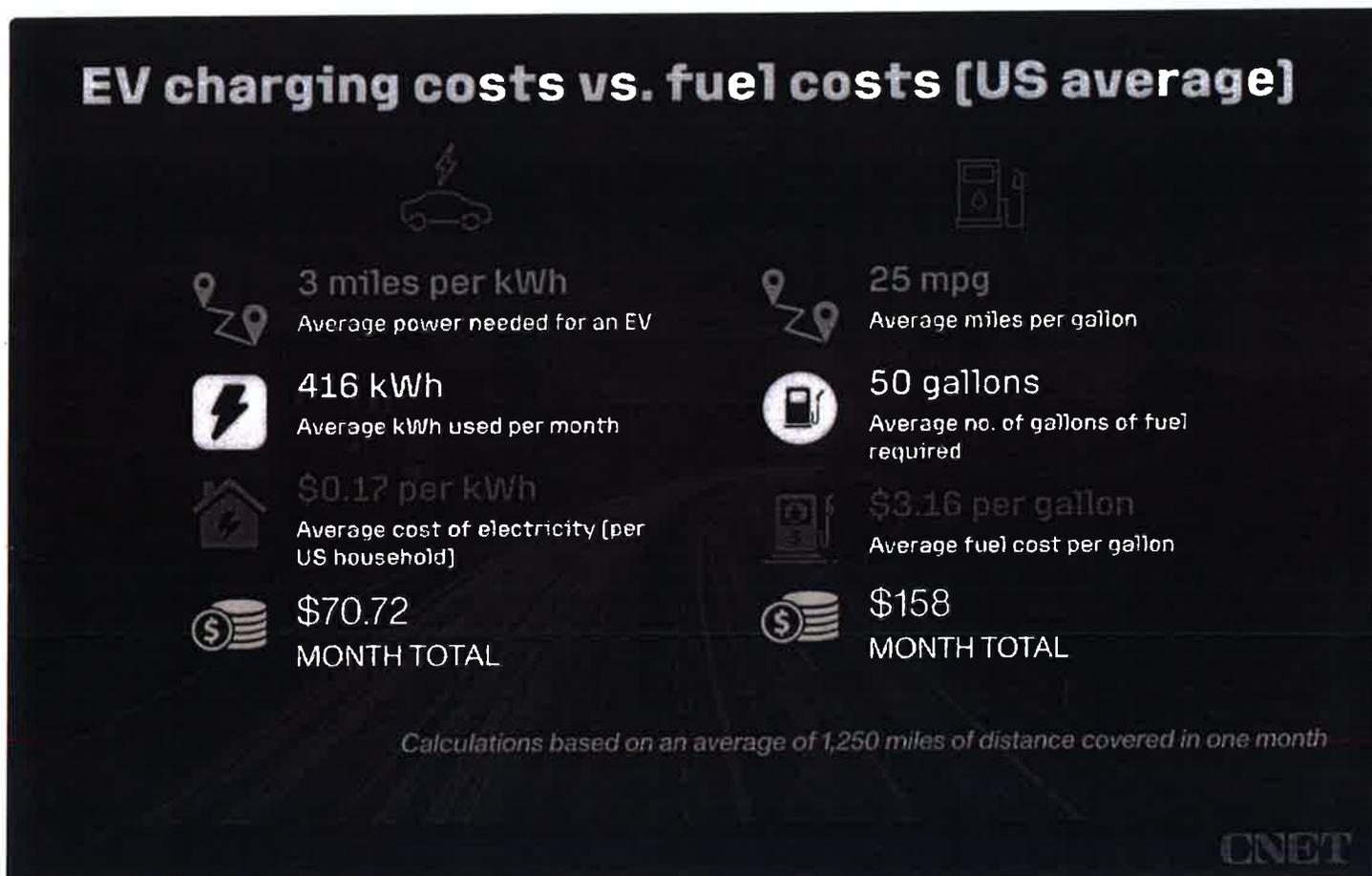
- The Earth is now about 1.3 C warmer than it was in the 1800s.
- 2024 was hottest on record globally, beating the last record in 2023.
- The global average temperature in 2023 reached 1.48 C higher than the pre-industrial average, according to the EU's Copernicus Climate Change Service. In 2024, it breached the 1.5 C threshold at 1.55 C.
- The past 10 years (2015-2024) are the 10 warmest years on record.
- Human activities have raised atmospheric concentrations of CO₂ by nearly 49 per cent above pre-industrial levels starting in 1850.
- The world is not on track to meet the Paris Agreement target to keep global temperature from exceeding 1.5 C above pre-industrial levels, the upper limit to avoid the worst fallout from climate change.
- On the current path of carbon dioxide emissions, the temperature could increase by as much 3.6 C this century, according to the IPCC.
- In April, 2022 greenhouse gas concentrations reached record new highs and show no sign of slowing.
- Emissions must drop 7.6 per cent per year from 2020 to 2030 to keep temperatures from exceeding 1.5 C.
- NASA says there is a global scientific consensus that the climate is warming and that human beings are the cause.

(Source: [United Nations IPCC](#), [World Meteorological Organization](#), [UNEP](#), [Nasa](#), [climatedata.ca](#))

Using averages from government data sources and [AAA fuel prices](#), we did the math and mapped out for you all the monthly charging and fueling costs side by side.

These calculations use US driving averages for both EVs and ICE cars in data points such as fuel economy, miles driven, cost of electricity and gasoline, power needed for the average EV and more. You could drive a lot more (or less) and accordingly, see your fuel costs vary remarkably.

EV charging costs vs. fuel costs (US averages)



Based on US averages using these data sources:

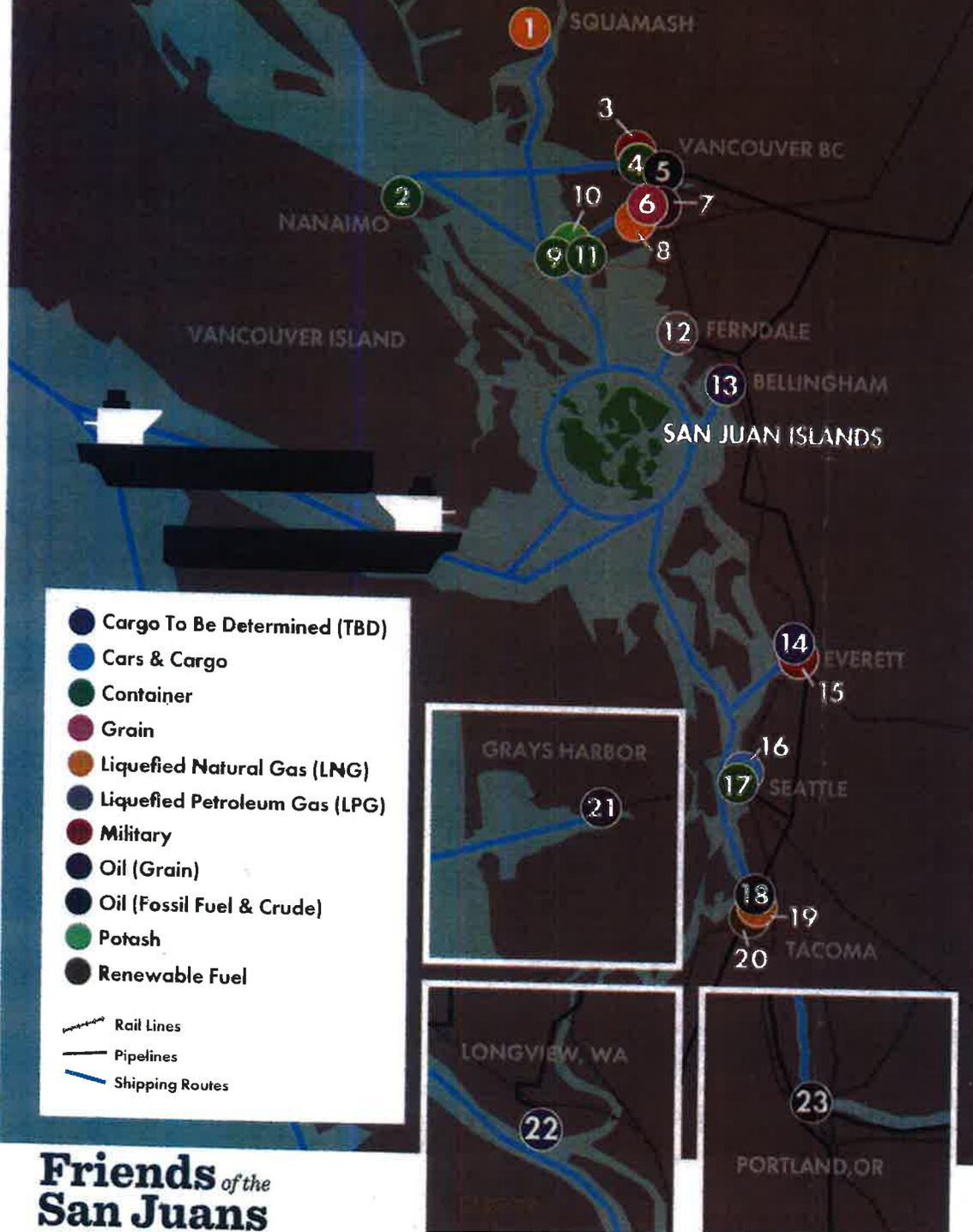
[Environmental Protection Agency \(2024\)](#)

[Bureau of Transportation Statistics \(2022\)](#)

[AAA Gas Prices \(2025\)](#)

[US Energy Information Administration \(2024\)](#)

SALISH SEA VESSEL TRAFFIC PROJECTIONS



September 2024 • San Juan Islanders for Safe Shipping

- Cargo To Be Determined (TBD)
 - Cars & Cargo
 - Container
 - Grain
 - Liquefied Natural Gas (LNG)
 - Liquefied Petroleum Gas (LPG)
 - Military
 - Oil (Grain)
 - Oil (Fossil Fuel & Crude)
 - Potash
 - Renewable Fuel
- Rail Lines
 --- Pipelines
 --- Shipping Routes

Friends of the
San Juans

PROJECTED NEW ANNUAL VESSEL TRANSITS

1 Woodfibre LNG	80
2 Port of Nanaimo	TBD
3 Seaspan ULC	TBD
4 Centerm Container	130
5 Trans Mountain Pipeline Expansion	TBD + 696
6 Fraser Grain Terminal	160
7 DP World	104
8 Tilbury Phase 2	136
9 Roberts Bank Terminal 2	520
10 Westshore Terminals	40
11 GCT Deltaport	increase in vessel size + 104
12 AltaGas LPG	35
13 Port of Bellingham	TBD
14 Everett Norton Terminal	TBD
15 Naval Station Everett	TBD
16 Seattle Pier 46	TBD
17 Seattle Terminal 5	increase in vessel size
18 Seaport Sound	TBD
19 Puget Sound Energy LNG	TBD
20 Par Pacific Renewables	TBD
21 Port of Grays Harbor	TBD
22 Port of Longview	TBD
23 Zenith Energy	TBD

TOTAL PROJECTED NEW TRANSITS	2,005 + TBD
TOTAL 2023 TRANSITS	11,074
TOTAL 2023 + NEW TRANSITS	13,079 + TBD

**Salish Sea
Vessel Traffic Projections:
New and Expanding
Terminals and Refineries**

**Proposed
Approved
& Recent
Increase in
Capacity/Year**

**Proposed
Approved
& Recent
Increase in
Transits/Year**

Project Status Summary

**Friends of the
San Juans**
SANJUANS.ORG

1	Woodfbre LNG, Squamish BC	2.1 MTPA	80	Project is under construction and expected to start operations in 2027.
2	Port of Nanaimo and DP World – Containers	130,000 TEUs	TBD	Duke Point Terminal facility construction to be completed in 2025 will increase the annual operational capacity from 150,000 to 280,000 TEUs.
2	Port of Nanaimo Feasibility Study – Containers	920,000 TEUs	TBD	Study due 2 nd quarter 2025 to evaluate the feasibility of further expanding the Duke Point Terminal from 280,000 to 1.2 million TEUs annually.
3	PoV: Seaspan ULC - Military	-	TBD	Ship load-out will launch new Canadian Coast Guard and Navy vessels.
4	PoV: Centerm Container Terminal – Containers	600,000 TEUs	130	Construction completed May 2023 that increases capacity from 900,000 to 1,500,000 TEUs and from 470 to 600 annual transits.
5	PoV: Trans Mountain Pipeline Expansion project – Oil	590,000 BPD	696+TBD	Operational in May 2024. Not included in permitted application: tanker transits to WA State refineries and anchorages.
6	PoV: Fraser Grain Terminal Ltd./Fraser Surrey Docks - Grain	3.5 MMT	160	Construction of grain storage silos, three ship loaders, and rail infrastructure is extended to November 31, 2024.
7	PoV: DP World Fraser Surrey Inc. – Canola Oil	1,000,000 tonnes	104	Permit issued May 2023 for Canola Oil Transload Facility. Construction expected to be completed in 4 th quarter 2024.
8	PoV: Tilbury Phase 2 LNG	2.8 MTPA	136	136 LNG carrier OGV transits + 594 bunker barge (marine fueling) transits.
9	PoV: Roberts Bank Terminal 2, Deltaport, BC – Containers	2,400,000 TEUs	520	Permits issued in 2023 for new offshore overwater terminal in critical habitat for migratory birds, Southern Residents, and Chinook salmon.
10	PoV: Westshore Terminals, Deltaport, BC – Potash	4.5 MMTA	40	Permit issued in 2022 for new potash export terminal at existing coal export terminal. Construction is anticipated to take 4-5 years.
11	PoV: Global Container Terminals, Deltaport, BC	2,000,000 TEUs	104 + vessel size increase	Berth Four Project application is under review; would increase TEUs from 2,400,000 to 4,400,000 + OGV transits from 728 to 832 per year.
12	AltaGas, Ferndale, WA – LPG	TBD	35	Current avg of 26-35 vessels could increase to 48 vessels/96 transits/yr.
13	Port of Bellingham Shipping Terminal Modernization Project	TBD	TBD	Development of a deep-water port includes dock replacement and dredging to deepen the navigation channel. Completion expected in 2025
14	Maritime Industrial Expansion, Norton Terminal, Everett, WA	TBD	TBD	\$40M Norton Terminal opened 12-1-2022. No additional vessel traffic to or from the terminal 2022-present, but potentially in the future.
15	Naval Station Everett – Military	-	TBD	12 Constellation-class guided-missile frigates will replace 10 Navy ships.
16	Pier 46, Seattle – Cars & Cargo	TBD	TBD	Terminal 46 opened to auto and breakbulk cargoes in April 2024.
17	Terminal 5, Seattle, WA – Containers	1,050,000 TEUs	Increase in vessel size	Phase 2 of the \$500M redevelopment of the international container facility added a 2 nd berth; operational in April 2024.
18	Seaport Sound, Tacoma, WA – Oil	Storage increase: 166,000 bbl.	TBD	Permit finalized in Jan 2024 for increased storage capacity from ±5,000 barrels to ~181,000 barrels of diesel, biodiesel, and other fuel oils.
19	PSE (Puget Sound Energy) LNG, Tacoma, WA – LNG	0.4 MMTA	TBD	Application submitted for additional vessel fueling/loading infrastructure to fuel vessels and load bunker barges for fueling ships.
20	Par Pacific Renewables Project, Tacoma, WA – Renewables	TBD	TBD	Potential co-located green hydrogen and renewable fuels complex. Final investment decision expected 2024.
21	AGP (AG Processing Inc), Port of Grays Harbor, WA – Oil & Grain	TBD	TBD	Terminal upgrades and new export terminal for soybean oil feedstock for renewable fuel and soy meal exports to Asia that could bunker in the Salish Sea.
22	Port of Longview, WA-Industrial Rail Corridor Expansion	TBD	TBD	Improved rail service to the Port's marine terminals to prepare for projected growth. Vessels loaded in Port of Longview could bunker in the Salish Sea.
23	Zenith Energy, Portland, OR – Oil; potentially renewables	TBD	TBD	Air permit process underway for expansion/increased throughput at a facility that offloads oil from rail to tank vessels that could bunker in the Salish Sea.

Transit totals by product or vessel type: **Cargo TBD, Cars & Cargo = TBD, Container = 754 + TBD, Grain = 160, LNG = 216 + TBD, LPG = 35, Military = TBD, Oil (Grain) = 104, Oil (Fossil Fuel and Crude) = 696 + TBD, Potash = 40, Renewable Fuel = TBD**

Total Projected New, Approved, & Proposed Ocean-Going Vessel Transit Increases	2,005 + TBD	18% + TBD Increase in Annual Vessel Traffic
2023 Total Ocean-Going Vessel Transits in the Salish Sea	11,074	
2023 Transits + Projected New, Approved, & Proposed Annual Ocean-Going Vessel Transits	13,079 + TBD	

Abbreviations: bbl=barrels, BPD= barrels per day, bunker/bunkering=supplying ships with propulsion fuel, C=Canadian dollar, EA=Environmental Assessment, EIS=Environmental Impact Statement, EU=European Union, GPD=gallons per day, LNG=Liquefied Natural Gas, LPG=Liquidified Petroleum Gas, M=million, MT=metric tonnes, MMT=million metric tonnes, MMTA=million metric tonnes per annum, MTPA=million tonnes per annum, OGV=Ocean-Going Vessel(s), PoV=Port of Vancouver, Renewable=Renewable Fuel, TBD=To Be Determined, TEU=twenty-foot equivalent unit, ULC=Unlimited Liability Corporation. Only OGV traffic numbers included. No local barge traffic, anchoring, queuing, and/or bunkering transits included in 2023 total or increased OGV transits. No OGV fishing-related transits included in 2023 total.

BOCC Mail Correspondences Received from other Jurisdictions



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Northwest Regional Office
911 Northeast 11th Avenue
Portland, Oregon 97232

IN REPLY REFER TO:
Division of Realty

February 14, 2025

RECEIVED
CLALLAM CO. COMMISSIONERS
FEB 25 2025
1...2...3...A...

CERTIFIED MAIL - 7020 0640 0002 1037 7485 - RETURN RECEIPT REQUESTED

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

Dear Chairman Allen:

This is the decision of the Bureau of Indian Affairs ("BIA"), Northwest Regional Director, on the Jamestown S'Klallam Tribe's ("Tribe") contiguous land-into-trust application for the property more fully identified below, known as the Jamestown I Property ("Property" or "Land") consisting of 52.74 acres, more or less, located in Clallam County, Washington. The proposed acquisition for the property: tribal government, residential rental, and undeveloped land. The application is not for gaming purposes. For the reasons set forth below, it is my decision to approve the Tribe's request to acquire the Jamestown I Property into trust.

Application Information

By Tribal Resolution #21-2023 dated June 12, 2023, the Tribe requested that the United States acquire 52.74 acres in trust for the use and benefit of the Tribe.

The Tribe acquired the Property as follows:

1. From S. Kevin Wood and Jayna Wood, husband and wife, as to that portion of said property described in Deed recorded under Recording No. 2008 121198, Jayna M. Wood, as Trustee under a Declaration of Trust dated 4-27-10, and 1st Amendment dated July 6, 2012, titled S. Kevin Wood and Jayna M. Wood Revocable Trust by Statutory Warranty Deed dated November 15, 2013, and recorded the purchase on November 19, 2013 under recording number 2013-1302699 in Clallam County, Washington.
2. From William R. Allen and Merine M. Allen, husband and wife, by Quit Claim Deed dated October 13, 1993 and recorded the purchase on October 15, 1993 under recording number 694906 in Clallam County, Washington.

3. From Steven Jon Donahue and Julia F. Donahue, husband and wife, by Statutory Warranty Deed dated June 13, 2006 and recorded the purchase on June 29, 2006 under recording number 2006-1183203 in Clallam County, Washington. This Statutory Warranty Deed was re-recorded under recording number 2007-1201033 on May 10, 2007, to correct the property description.
4. From S. Kevin Wood, who also appears of record as Shawn Kevin Wood, who is also known as Kevin Wood, as his separate estate and Jayna Wood, his wife by Statutory Warranty Deed dated May 12, 2011 and recorded the purchase on June 3, 2011 under recording number 2011-1266633 in Clallam County, Washington.
5. From Margaret D. Adams, as her separate estate, by Statutory Warranty Deed dated July 7, 2014 and recorded the purchase on July 16, 2014, under recording number 2014-1310175 in Clallam County, Washington.
6. From Florence M. Monson and Gerald D. Monson, wife and husband, by Statutory Warranty Deed dated July 16, 2012 and recorded the purchase on July 20, 2012 under recording number 2012-1281640 in Clallam County, Washington.
7. From Patrick F. Adams and Patsy K. Adams, husband and wife by Statutory Warranty Deed dated February 6, 2009 and recorded the purchase on February 26, 2009 under recording number 2009-1232967 in Clallam County, Washington.
8. From Michael P. Davis, as his separate estate, by Statutory Warranty Deed dated June 15, 2013, and recorded the purchase on June 25, 2013, under recording number 2013-1296603 in Clallam County, Washington.
9. From Michael P. Davis, an unmarried individual by Statutory Warranty Deed dated December 20, 2016 and recorded the purchase on December 30, 2016 under recording number 2016-1344123 in Clallam County, Washington.
10. From Rosalynn E. McKenna, as her separate estate by Statutory Warranty Deed dated August 8, 2020 and recorded the purchase on August 14, 2020 under recording number 2020-1400754 in Clallam County, Washington.
11. From John F. Adams, as his separate estate by Statutory Warranty Deed dated August 2, 2017 and recorded the purchase on August 25, 2017 under recording number 2017-1353915 in Clallam County, Washington.
12. From Patrick F. Adams and Patsy K. Adams, husband and wife, as joint tenants with rights of survivorship and not as tenants in common by Statutory Warranty Deed dated April 19, 2012 and recorded the purchase on May 16, 2012 under recording number 2012-1278994 in Clallam County, Washington.
13. From Carolyn L. Adams, Personal Representative of the Estate of Phillip D. Adams by Personal Representative's Deed dated January 23, 2024 and recorded the purchase on January 23, 2024 under recording number 2024-1456778 in Clallam County, Washington.

Land Location and Legal Description

PARCEL 1: 033005500565 AND 033005500570

PARCELS A AND B OF BOUNDARY LINE ADJUSTMENT SURVEY, RECORDED OCTOBER 28, 2010 IN VOLUME 70 OF SURVEYS, PAGE 85, UNDER CLALLAM COUNTY RECORDING NO. 2010-1258351, AND BEING A PORTION OF BOUNDARY LINE ADJUSTMENT SURVEY RECORDED IN VOLUME 60 OF SURVEYS, PAGE 2, AND AS AMENDED BY BOUNDARY LINE SURVEY RECORDED IN VOLUME 88 OF SURVEYS, PAGE 45, UNDER AUDITOR'S FILE NO. 2021-1418767, AND BY BOUNDARY LINE AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 2021-1418972; AND AS AMENDED BY BOUNDARY LINE SURVEY RECORDED IN VOLUME 89 OF SURVEYS, PAGE 11 UNDER AUDITOR'S FILE NO. 2021-1426229 AND BY BOUNDARY LINE AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 2021-1426230; AND AS AMENDED BY BOUNDARY LINE SURVEY RECORDED IN VOLUME 90 OF SURVEYS, PAGE 40, UNDER AUDITOR'S FILE NO. 2022-1436923 AND BY BOUNDARY LINE AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 2022-1436924, BEING PORTIONS OF LOTS "E" AND "F", PLAT OF JAMESTOWN, RECORDED IN VOLUME "D" OF DEEDS, PAGE 440, RECORDS OF CLALLAM COUNTY, WASHINGTON.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

CONTAINING 8.00 ACRES, MORE OR LESS.

PARCEL 2: 033005500700 & 033005500705

SECOND CLASS TIDE LANDS IN SECTION 5, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING LOT G OF THE PLAT OF JAMESTOWN, AS PER PLAT RECORDED IN VOLUME "D" OF DEEDS, PAGE 440, RECORDS OF CLALLAM COUNTY, WASHINGTON.

CONTAINING .43 ACRES, MORE OR LESS.

PARCEL 3: 033005509035 & 033005500835

LOT 3A OF ADAMS SHORT PLAT ALTERATION, AS RECORDED AUGUST 17, 2017, IN VOLUME 35 OF SHORT PLATS, PAGE 43, UNDER CLALLAM COUNTY AUDITOR'S FILE NO. 2017-1353541, BEING A PORTION OF LOTS 3 AND 4 OF ADAMS SHORT PLAT RECORDED IN VOLUME 31 OF SHORT PLATS, PAGE 59, UNDER CLALLAM COUNTY AUDITOR'S FILE NO. 2005 116799, AND BEING A PORTION OF PARCEL "B" OF BOUNDARY LINE ADJUSTMENT SURVEY RECORDED IN VOLUME 74 OF SURVEYS, PAGE 31, UNDER RECORDING NO. 2013-1295818, ALL BEING A PORTION OF LOTS "H" AND "I", OF THE PLAT OF JAMESTOWN, AS PER PLAT RECORDED IN VOLUME "D" OF DEEDS, PAGE 440, CLALLAM COUNTY, WASHINGTON.

CONTAINING 16.31 ACRES, MORE OR LESS.

PARCEL 4: 033005500715 & 033005500720

LOT "G" OF JAMESTOWN, AS PER PLAT THEREOF RECORDED IN VOLUME "D" OF DEEDS, PAGE, RECORDS OF CLALLAM COUNTY, WASHINGTON; EXCEPT THE NORTHERLY ONE-HALF ACRE, AS MEASURED ACROSS THE ENTIRE WIDTH OF SAID LOT "G"; AND EXCEPT THAT PORTION CONVEYED TO FRED C. GRINNELL AND ELAINE Y. GRINNELL, HUSBAND AND WIFE, BY DEED RECORDED UNDER RECORDING NO. 1999 1032050; AND EXCEPT THAT PORTION CONVEYED TO CATHERINE VAN OS AS PERSONAL REPRESENTATIVE OF THE ESTATE OF PAUL M. HOQUE, DECEASED, BY STIPULATED JUDGMENT QUIETING

TITLE AND ESTABLISHING BOUNDARY LINE, AS FILED IN CLALLAM COUNTY SUPERIOR COURT CAUSE NO. 10-2-00113-4, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT "G", PLAT OF JAMESTOWN, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME D OF DEEDS, PAGE 440, RECORDS OF CLALLAM COUNTY, WASHINGTON, COMMONLY KNOWN AS THE WOOD PARCEL AS SHOWN ON THAT BOUNDARY LINE ADJUSTMENT, RECORDED IN VOLUME 42 OF SURVEYS, PAGE 38, UNDER AUDITOR'S RECORDING NO. 1999 1032051, RECORDS OF CLALLAM COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID WOOD PARCEL PER SURVEY VOLUME 42 PAGE 38, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 60°51'09" EAST ALONG THE NORTH LINE OF SAID LOT "G" OF THE WOOD PARCEL, VOLUME 42 PAGE 38, A DISTANCE OF 75.39 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 24°23'38" WEST ALONG THE EAST LINE OF LOT "G" OF THE WOOD PARCEL PER SURVEY VOLUME 42 PAGE 38, A DISTANCE OF 41.02 FEET TO THE SOUTHEAST CORNER OF AN EXISTING FENCE; THENCE NORTH 63°19'16" WEST ALONG THE SOUTH LINE OF AN EXISTING FENCE, A DISTANCE OF 75.19 FEET TO THE WEST LINE OF PARCEL "G" OF SAID WOOD PARCEL, PER SURVEY VOLUME 42 PAGE 38; THENCE NORTH 24°23'38" EAST ALONG THE WEST LINE OF SAID PARCEL "G" OF SAID WOOD PARCEL PER SURVEY VOLUME 42 PAGE 38, A DISTANCE OF 44.27 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 7.00 ACRES, MORE OR LESS.

PARCEL 5: 033005500920

THAT PORTION OF THE PLAT OF JAMESTOWN AS RECORDED IN VOLUME D OF DEEDS, PAGE 440, RECORDS OF CLALLAM COUNTY, WASHINGTON AND THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 5 AS SHOWN ON THE ELIZABETH ANN ADAMS SURVEY RECORDED IN VOLUME 20 OF SURVEYS, PAGE 14; THENCE NORTH 88°07'00" WEST, ALONG THE SOUTH LINE OF SECTION 5, A DISTANCE OF 561.73 FEET TO THE INTERSECTION OF THE EAST LINE OF LOT "J" OF SAID PLAT OF JAMESTOWN WITH THE SOUTH LINE OF SAID SECTION 5, WHICH POINT IS THE TRUE POINT OF BEGINNING; THENCE NORTH 23°29'08" EAST, ALONG THE EAST LINE OF SAID LOT "J", A DISTANCE OF 1431.44 FEET TO THE NORTHEAST CORNER OF THE "ADAMS PARCEL" SHOWN ON SAID SURVEY; THENCE NORTH 88°19'24" WEST, ALONG THE NORTH LINE OF SAID "ADAMS PARCEL" A DISTANCE OF 146.38 FEET TO THE EAST LINE OF THE PARCEL DESCRIBED IN JUDGMENT QUIETING TITLE FILED NOVEMBER 17, 2000 IN THE OFFICE OF THE CLERK FOR THE SUPERIOR COURT OF CLALLAM COUNTY UNDER JUDGMENT NUMBER 00-9-00993-1; THENCE NORTH 25°31'05" EAST ALONG THE SAID EAST LINE, A DISTANCE OF 296.56 FEET; THENCE SOUTH 64°28'55" EAST, A DISTANCE OF 165.71 FEET TO THE WESTERLY LINE OF THAT CERTAIN TRACT DESCRIBED IN INSTRUMENT RECORDED UNDER CLALLAM COUNTY AUDITOR'S FILE NO. 354855; THENCE SOUTH 24°22'55" WEST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 1662.20 FEET TO THE SOUTH LINE OF SAID SECTION 5; THENCE NORTH 88°07'00" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 15.11 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2.00 ACRES, MORE OR LESS.

PARCEL 6: 033005509010 & 033005509020

LOTS 1 AND 2 OF ADAMS SHORT PLAT, RECORDED OCTOBER 7, 2005, IN VOLUME 31 OF SHORT PLATS, PAGE 59, UNDER CLALLAM COUNTY RECORDING NO. 2005 1166799, BEING A PORTION OF LOTS H AND

I, PLAT OF JAMESTOWN, AS PER PLAT RECORDED IN VOLUME D OF DEEDS, PAGE 440, RECORDS OF CLALLAM COUNTY, WASHINGTON.

CONTAINING 4.00 ACRES, MORE OR LESS.

PARCEL 7: 033005500910

BEGINNING AT THE NORTHWEST CORNER OF LOT I, PLAT OF JAMESTOWN, CLALLAM COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME "D" OF DEEDS, PAGE 440; THENCE SOUTHWESTERLY ALONG THE WEST LINE OF SAID LOT I 620 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE NORTH LINE OF SAID LOT I 70 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE WEST LINE OF SAID LOT I 620 FEET TO THE NORTH LINE OF SAID LOT I; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID LOT I 70 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION OF LOT I OF SAID PLAT OF JAMESTOWN LYING WESTERLY OF THE EXISTING FENCE LINE ESTABLISHED IN RUSSELL E. JOHNSON BY AMENDED JUDGMENT AND DECREE FILED MAY 19, 2004 IN CLALLAM COUNTY SUPERIOR COURT CAUSE NO. 95-2-01252-6.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

CONTAINING 1.00 ACRES, MORE OR LESS.

PARCEL 8: 033005500860

PARCEL A OF BOUNDARY LINE ADJUSTMENT SURVEY RECORDED JUNE 6, 2013, IN VOLUME 74 OF SURVEYS, PAGE 31, UNDER CLALLAM COUNTY AUDITOR'S FILE NO. 2013-1295818, BEING A PORTION OF LOT H, PLAT OF JAMESTOWN, AS PER PLAT RECORDED IN VOLUME D OF DEEDS, PAGE 440, IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

CONTAINING 3.00 ACRES, MORE OR LESS.

PARCEL 9: 033005508020 & 033005508030

LOT 2 OF R. JOHNSON LARGE LOT SUBDIVISION, RECORDED APRIL 15, 2004 RECORDED IN VOLUME 2 OF LARGE LOT SUBDIVISIONS, PAGE 3, UNDER CLALLAM COUNTY RECORDING NO. 2004 1131538, BEING A PORTION OF LOTS K, M, O ,Q ,AND S OF THE PLAT OF JAMESTOWN, AS RECORDED IN VOLUME D OF PLATS, PAGE 440, RECORDS OF CLALLAM COUNTY, WASHINGTON; AND LOT 3 OF R. JOHNSON LARGE LOT SUBDIVISION, RECORDED APRIL 15, 2004 RECORDED IN VOLUME 2 OF LARGE LOT SUBDIVISIONS, PAGE 3, UNDER CLALLAM COUNTY RECORDING NO. 2004 1131538, BEING A PORTION OF LOTS K, M, O ,Q ,AND S OF THE PLAT OF JAMESTOWN, AS RECORDED IN VOLUME D OF PLATS, PAGE 440, RECORDS OF CLALLAM COUNTY, WASHINGTON; TOGETHER WITH THOSE PORTIONS AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NOS. 2009 1231492, 2009 1231493, 2009 1231493, 2009 1231494 AND 2009 1232124, BEING A RERECORD OF 2009 1231495; EXCEPT THOSE PORTIONS AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NOS. 2009 1231492, 2009 1231493, 2009 1231494 AND 2009 1232124, BEING A RE-RECORD OF 2009 1231495.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON

CONTAINING 11.00 ACRES, MORE OR LESS.

Total acreage for Parcels 1-9: 52.74, more or less.

The Property consists of nine parcels, which are contiguous to Tribal Trust Property 129 T 1006.

“*Contiguous* means two parcels of land having a common boundary notwithstanding the existence of non-navigable waters or a public road that touch at a point.”

A Land Description Examination and Validation (“LDEV”) Request was submitted on June 22, 2023, and certified by BIA OTS Liaison, Trisha Johnson on July 24, 2023. The LDEV received a *concur, low risk* and stated:

The Land Description for this is a combination of Lots from a sub divisional plat as well as Surveys. The majority of parcels in this case already have and (*sic-a*) Land Description Review completed for them. The land descriptions are tied to the PLSS and close within an acceptable amount. The land description is deemed acceptable of stated purpose.

The GIS acreage was calculated to be within 5% of the 52.74 TAAMS acres and is deemed acceptable.

Based on most recent available imager there does not appear to be any unauthorized encroachments or encumbrances.

The Land Description Review was completed for this case was thorough and in depth. After review the GIS strike team agrees with the LDR findings. . .

I find the applicant has fulfilled the requirements of 25 CFR § 151.9 governing requests for approval of acquisitions because Tribal Resolution #21-2023 dated June 12, 2023, sets out the identity of the parties, a description of the land to be acquired, and other information showing the acquisition comes within 25 CFR Part 151, namely by showing the property owned by the Tribe, as provided in 25 CFR § 151.3(a)(2).

Regulatory Requirements, 25 CFR Part 151

This application was pending prior to the Bureau of Indian Affairs issuance of revised 25 CFR Part 151 regulations for fee-to-trust acquisitions, effective on January 11, 2024 (“2024 Regulations”). Tribes with pending applications on the effective date of the 2024 Regulations have the option to either proceed under the 25 CFR Part 151 regulations revised as of April 1, 2023 (“2023 Regulations”) or to affirmatively request in writing to proceed under the 2024 Regulations. 25 CFR § 151.17(a). Since the Tribe has not requested in writing that BIA proceed under the 2024 Regulations, the BIA processed this acquisition under the 2023 Regulations. *See* 25 CFR § 151.17 (2024).

This decision of the Northwest Regional Director, Bureau of Indian Affairs is discretionary. In evaluating the Tribe’s request to have the on-reservation land taken into trust, the BIA must consider the criteria set out in 25 CFR § 151.10(a)-(c) and (e)-(h). Proof that the Northwest Regional Director considered the facts set forth in 25 CFR § 151.10 must appear in the administrative record; however, there is no requirement that the BIA reach a particular conclusion concerning each factor. Nor must the factors be

weighted or balanced or exhaustively analyzed in a particular way. *Thurston County, Nebraska v. Great Plains Regional Director, Bureau of Indian Affairs*, 56 IBIA 296, 300, 301 (2013)

§ 151.3 – Land Acquisition Policy

Section 151.3(a) of Title 25 of the *Code of Federal Regulations* set forth the Department's Land acquisition policy. I find that this acquisition is consistent with the policy because.

1. The property is contiguous to Tribal Trust Property, 129 T 1006.
2. The Tribe already owns the property as evidenced by the Deeds and the title evidence. The Office of the Solicitor, Pacific Northwest Region, reviewed the title evidence and provided a Preliminary Title Opinion BIA-00071111 dated March 25, 2024, and found title to be vested in the Tribe.
3. The proposed/current purposes of the acquisition are tribal government, residential rental and undeveloped land. The Tribe will be increasing its land base, which provides greater options for flexibility for future actions to fulfill its self-determination and economic goals. I find that the land is necessary to facilitate self-determination and Indian housing.

25 CFR § 151.3(a) (1)-(3).

§ 151.10(a) – Statutory authority

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

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

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

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

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

§ 151.10(b) – Need of the Tribe for additional land

Placing the land into trust is important to the Tribe because it will give the Tribe rights to govern the land. It is important for the Tribe to have the inherent right to govern its own lands and is one of the most essential powers of any sovereign tribal government. The Tribe would be able to determine its own course in addressing the needs of its government and its members.

The overall purpose of the Tribe’s application is to provide increased long-term socio-economic security for the Tribe through land acquisition to benefit the Tribe’s efforts to enhance self-determination. Once the land is placed in trust status, it will put the Tribe in a better position to bid for grants or to qualify for additional funding from the federal agencies and other agencies who distribute funding based on total tribal acreage, roads, and other reasons. Taking the land in trust will also allow the Tribe to consolidate and protect the unique Indian land status and ensure its integration back onto the Tribe’s land base. This will further enhance self-determination by ensuring that the land is not used in a manner contrary to the Tribe’s governmental, historical, and cultural interests. Taking the land in trust would provide greater control over land use matters by transferring jurisdiction over land use decisions from the County to the Tribe and the federal government. By placing the land in trust status, it will further tribal self-determination by allowing the Tribe to exercise its jurisdiction as a sovereign tribal government to maintain and protect the land for future generations.

Based on the above facts, I find that the Tribe needs this additional land for self-determination and Indian housing purposes, and to increase its land base to better sustain the Tribe.

§ 151.10(c) – Purpose for which the land will be used.

The current/proposed purposes for which the land will be used are tribal government, residential rental, and undeveloped land.

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

§ 151.10(e) – Impact on the State and local governments’ tax base

A Notice of Application was sent to the State of Washington, Governor’s Office of Indian Affairs (“State”) and Clallam County Commissioners and Clallam County Assessor, Chief Deputy Assessor (“County”) on September 18, 2023. The State and County received their notices on September 20, 2023.

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

The real property taxes for the property are \$21,013.01 for 2023 and Clallam County's real property taxes collected is \$114,911,994.50, and thus, real property taxes of \$21,013.01 comprised approximately .025% of the County's total tax base. Therefore, if the Property is acquired in trust status, there may be a slight impact on the County.

According to the Tribe's application, the Tribe provides payment in lieu of taxes, such as the Tribe provides approximately \$250,000 in funding to the Clallam County Sheriff's Office each year to cover the costs for two deputies who serve both the Tribe's Tribal Trust and Reservation lands and the rest of Clallam County. Additionally, the Tribe provides Clallam County Fire District 3 with a Tribally built fire station in the Blyn area, near the Tribe's governmental facilities, at a lease rate that is approximately \$10,000 per year, which is substantially below the market rate of \$75,000 per year.

§ 151.10(f) – Jurisdictional problems and potential land use conflicts

Jurisdictional Problems

The acquisition of this subject property into trust status should not create jurisdictional problems. Before acquisition by the Tribe, this property is subject to the State's jurisdiction. After acquisition by the United States in trust for the Tribe, the Tribe will have regulatory jurisdiction over the land. It will also have civil and criminal jurisdiction to the full extent of federal law.

The State and County did not respond to the Notice of Application; therefore, they did not raise any issues regarding jurisdictional problems.

The proposed and current uses are less likely to produce/cause jurisdictional problems.

Based upon what the BIA knows now, there is no basis to conclude that jurisdictional problems will arise as a result of the land's acquisition in trust status.

Potential Land Use Conflicts

The acquisition of the subject property into trust status should not create any potential land use conflicts especially since the Tribe does not plan on developing or changing the land use.

As stated above, the State and County did not respond to the Notice of Application; therefore, they did not raise any potential land use conflicts.

The proposed and current uses are less likely to produce potential land use conflicts.

Based on BIA's current understanding no basis exists to conclude that jurisdictional problems or land use conflicts will arise as a result of the land's acquisition in trust status. I find that my consideration of the criterion in 25 CFR § 151.10(f) weighs in favor of the acquisition of the subject property.

§ 151.10(g) – Whether the BIA is equipped to discharge additional responsibilities

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

Based on the above facts, I find that the additional 52.74 acres, will not unduly burden the BIA staff. Therefore, I find that the BIA is equipped to discharge the additional responsibilities associated with bringing this land into trust status.

§ 151.10(h) – Environmental compliance

The Secretary shall comply with the requirements of the National Environmental Policy Act (NEPA), applicable Council on Environmental Quality regulations, Department of Interior regulations and guidance, and 602 DM 2, Land Acquisitions: Hazardous Substances Determinations. An Exception Checklist for BIA Categorical Exclusions dated May 23, 2023, indicates that an Environmental Assessment is not required because the applicant indicated that no development, physical alteration, or change of land use after acquisition is planned or known. Therefore, I find that approval of this acquisition falls under 516 DM 10.5 (l) and is categorically excluded. Should future development occur, compliance with NEPA will be required if federal funding or a federal decision is involved.

Historic/Endangered Species Compliance

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

Phase I Environmental Site Assessment

A Phase I Environmental Site Assessment (“ESA”) dated April 11, 2023, was performed by Kristen Burgess, LG, of ESA Associates, Inc. (“ESAAI”), who found no known or suspected Recognized Environmental Conditions (“RECs”), historical RECs, controlled RECs, or other evidence of environmental liability at this property.

On October 20, 2023, Brian J. Haug, Northwest Regional Environmental Scientist, reviewed the Phase I ESA and stated that: “BIA has completed online review of the property area, and no environmental issues were noted that would change the conclusions of the Phase I ESA report. Based on this, the report fulfills the requirements of NEPA, 40 CFR § 312 and the ASTM E 1527 Standard Practice, and the property is suitable for acquisition under the U.S. Department of the Interior Manual 602 DM 2.13 A.”

Please note – Phase I ESA report components expired on April 11, 2024; therefore, an updated Phase I ESA is required.

§ 151.13 – Title Review

A Request for a Preliminary Title Opinion was submitted to the Office of the Solicitor, Pacific Northwest Region, and a Preliminary Title Opinion was issued on March 25, 2024, which stated that items 1, 2, 6-11, 24, 28, 31, 35, 43-46, 49-51, 53, and 57 of the Special Exceptions in Schedule B, Part II of the preliminary title evidence must be satisfactorily eliminated or addressed by a Tribal Resolution or by an Indemnification Agreement. Specifically, items 24, 31, 43, 44, 45, 46, 49, 51, and 53 will need to be eliminated or addressed in an Indemnification Agreement.

By Tribal Resolution # 53-2024 dated September 27, 2024, the Tribe addressed items 1, 2, 6-11, 28 and 35. The Indemnification Agreement addressed items 24, 31, 43, 44, 45, 46, 49, 51, and 53 of the Special Exceptions in Schedule B, Part II. The Indemnification Agreement was approved by the BIA on December 27, 2024.

Decision

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

Appeal Rights

This decision may be appealed by any person or entity who is adversely affected by the decision of the Regional Director. A Notice of Appeal shall be in writing, signed by the appellant or by his attorney of record or other qualified representative as provided by 43 CFR 1.3, and filed with the Interior Board of Indian Appeals, Office of Hearings and Appeals, U.S. Department of the Interior, 801 North Quincy Street, Arlington, Virginia 22203, within 30 days after receipt by the appellant of the decision from which the appeal is taken.¹ A copy of the Notice of Appeal shall simultaneously be filed with the Assistant Secretary—Indian Affairs. As required by § 4.333 of this part, the Notice of Appeal sent to the Board shall certify that a copy has been sent to the Assistant Secretary—Indian Affairs. A Notice of Appeal not timely filed shall be dismissed for lack of jurisdiction.

A Notice of Appeal shall include:

- (1) A full identification of the case;
- (2) A statement of the reasons for the appeal and of the relief sought; and
- (3) The names and addresses of all additional interested parties, Indian tribes, tribal corporations, or groups having rights or privileges which may be affected by a change in the decision, whether or not they participated as interested parties in the earlier proceedings.

In accordance with 25 CFR 2.20(c) a notice of appeal shall not be effective for 20 days from receipt by the Board, during which time the Assistant Secretary—Indian Affairs may decide to review the appeal. If the Assistant Secretary-Indian Affairs properly notifies the Board that he has decided to review the

¹ The regulations governing appeals to the Board from decisions of BIA officials are contained in 43 CFR §§ 4.310, 4.332-4.333.

appeal, any documents concerning the case filed with the Board shall be transmitted to the Assistant Secretary-Indian Affairs.

When the appellant is an Indian or Indian tribe not represented by counsel, the official who issued the decision appealed shall, upon request of the appellant, render such assistance as is appropriate in the preparation of the appeal.

At any time during the pendency of an appeal, an appropriate bond may be required to protect the interest of any Indian, Indian tribe, or other parties involved. *See* 43 CFR § 4.332

Service of Notice of Appeal

On or before the date of filing of the notice of appeal the appellant shall serve a copy of the notice upon each known interested party, upon the official of the Bureau of Indian Affairs from whose decision the appeal is taken, and upon the Assistant Secretary—Indian Affairs. The notice of appeal filed with the Board shall certify that service was made as required by this section and shall show the names and addresses of all parties served.

The notice of appeal will be considered to have been served upon the date of personal service or mailing or electronic transmission in accordance with § 4.310(f). *See* 43 CFR § 4.333.

Sincerely,

**DANIEL
GALVAN**

Daniel A Galvan
Acting Northwest Regional Director

Digitally signed by DANIEL
GALVAN
Date: 2025.02.18 15:26:24
-08'00'

Distribution List of Notice of Decision

State of Washington
Governor's Office of Indian Affairs
1110 Capital Way South
Suite 225
Olympia, Washington 98501
Certified Mail 7020 0640 0002 1037 1513

Clallam County Commissioners
Clallam County
223 East Fourth Street, Suite 4
Port Angeles, Washington 98362
Certified Mail 7020 0640 0002 1037 1520

Clallam County Assessor
Chief Deputy Assessor
223 East Fourth Street, Suite 2
Port Angeles, Washington 98362
Certified Mail 7020 0640 0002 1037 1537

1C
MAR 11 2025



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION Meeting Date: 3-3-25

REGULAR AGENDA Meeting Date: 3-11-25

Item summary:

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

Documents exempt from public disclosure attached:

Executive summary:

Vacancies exist on the Marine Resources Committee.

Lower Elwha recommends the appointment of Chelsea Korbolic to the alternate position.

The Director of the Department of Community Development supports the appointment.

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

None

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Department of Community Development

Relevant Departments: Board of Commissioners, Department of Community Development

* 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)

Marine Resources Committee 3-11-25
Revised: 3-04-2019



RESOLUTION _____, 2025

APPOINTING A MEMBER TO THE
MARINE RESOURCES COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Marine Resources Committee.
2. Lower Elwha Tribe recommends the appointment of Chelsea Korbulic.
3. The Director of the Department of Community Development supports the appointment of Chelsea Korbulic to the Lower Elwha Tribal alternate position.

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

1. **Chelsea Korbulic** is appointed to serve as the Lower Elwha Tribal Alternate representative for a standing term.

PASSED AND ADOPTED this 11th day of March 2025

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board

A22.164
Appointee
DCD



id
MAR 11 2025

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION Meeting Date: 3-3-25

REGULAR AGENDA Meeting Date: 3-11-25

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 Conservation Futures Program Advisory Board.

A press release was issued during the month of January 2025 soliciting applications from interested citizens. One application was received.

The Deputy Director of the Department of Community Development supports the appointment.

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

None

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Department of Community Development

Relevant Departments: Board of Commissioners and Department of Community Development

Date submitted: 2-25-25

* 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 _____, 2025

APPOINTING A MEMBER TO THE
CONSERVATION FUTURES PROGRAM ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Conservation Futures Program Advisory Board.
2. A press release was issued during the month of January 2025 soliciting applications from interested citizens. One application was received.
3. The Deputy Director Department of Community Development supports the appointment of Liam Antrim to the Conservation Futures Program Advisory Board.

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

1. **Liam Antrim** is appointed to serve as the District I representative for term ending December 31, 2027.

PASSED AND ADOPTED this 11th of March 2025

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board

cc: A22.33
Appointee (s)
BOCC



AGENDA ITEM SUMMARY

MAR 11 2025 *le*

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

Department: *BACC*

WORK SESSION **Meeting Date:** March 3, 2025

REGULAR AGENDA **Meeting Date:** March 11, 2025

Required originals approved and attached?
Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached:

Executive summary:

County Commissioners executed a Management Agreement on July 18, 2023, with the City of Port Angeles to move forward in the design of a Joint Public Safety Facility (JPSF). The Agreement detailed the commitments, roles, and responsibilities of each of the Parties.

In the Agreement, each jurisdiction agreed to a financial commitment not to exceed \$1,350,000 without prior authorization, to complete Phase II work (detailed design plus site acquisition and associated costs). In parenthesis, the Agreement suggests a breakout of the \$1,350,000 to be \$1,000,000 for design and \$350,000 for acquisition of real property.

As Phase II work has progressed, site acquisition costs have come in lower than expected but design work is experiencing higher than expected costs due to additional schematic design work to lower the cost of completing the project.

This resolution is to clarify the intent of the County Commissioner and provide authority to the County Administrator to reallocate current funding commitments among work associated with design and site acquisition. Additionally, it authorizes the County Administrator to contract for additional design-related services within the budgeted \$1,350,000.

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

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

* 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)

County Official signature & print name:  Todd Mielke

Name of Employee/Stakeholder attending meeting: Todd Mielke

Relevant Departments: BOCC, Sheriff's Office (& Emergency Management), Finance

Date submitted: February 26, 2025

* 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 _____, 2025

CLARIFYING CLALLAM COUNTY'S FINANCIAL COMMITMENT TO FUND PROPERTY ACQUISITION AND PHASE II DESIGN WORK FOR THE JOINT PUBLIC SAFETY FACILITY, AND PROVIDING AUTHORITY TO THE COUNTY ADMINISTRATOR

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. On July 18, 2023, Clallam County and the City of Port Angeles executed a Management Agreement (#817-2208) pertaining to "Detailed Design", hereby referred to as project "Phase II", in its desire to construct a Joint Public Safety Facility (JPSF) to co-locate emergency management and emergency communication functions;
2. The Management Agreement outlined the relationships, responsibilities, and communication expectations between the City and County with regard to Phase II of the JPSF;
3. Phase II consists of a Phase IIa that addressed preliminary detailed design activities and a Phase IIb that covers schematic design, design development and construction documentation preparation activities. Additionally, Phase II includes the acquisition and improvements to real property utilized as a construction site for the JPSF;
4. In the Management Agreement, under "Responsibilities of the County", the County committed to fund its share of the project in language stating "...the County's monetary obligation under this Agreement is not to exceed without prior authorization of the Clallam County Board of Commissioners, \$1,350,000 (\$1,000,000 design, and \$350,000 real property acquisition) for all Phase II work;";
5. As the Phase II work of the project has continued, the specific amount needed for construction site acquisition came in less than expected, but costs associated with design are likely to exceed original estimates due to additional schematic design work that was required to identify design changes that would lower the cost of completing the project;
6. The Board of Clallam County Commissioners recognizes a potential for confusion regarding its intent based on the language used in the Management Agreement regarding its financial commitment.

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

1. The County Commissioners reaffirm the County's financial commitment to complete the Phase II work will continue to be for an amount not to exceed \$1,350,000 without the prior authorization of the Clallam County Board of Commissioners;
2. The County Administrator, as the Project Director referenced in the Management Agreement, shall have the authority to move dollar amounts between elements of the Phase II work (acquisition, Phase IIa, Phase IIb, and related design work) provided the total amount does not exceed \$1,350,000 without prior authorization of the Clallam County Board of Commissioners;

3. The County Administrator is authorized to contract for other design-related services provided that the combined amount of all services does not exceed \$1,350,000 for the County's share of those services.

PASSED AND ADOPTED this _____ day of _____ 2025

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

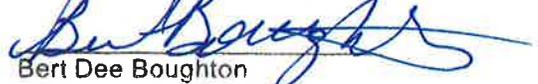
ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

Approved as to form only by



Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

MANAGEMENT AGREEMENT
JOINT PUBLIC SAFETY FACILITY PROJECT
City of Port Angeles and Clallam County, Washington
July 2023

This Management Agreement (Agreement) is made and entered into by and between the City of Port Angeles (City), a code city and municipal corporation of the state of Washington and Clallam County (County), a political subdivision of the state of Washington. For and in consideration of the performance to be rendered under the terms of this Agreement, the Parties hereby recite, and agree as follows:

WHEREAS, In early 2019 and thereafter The Parties, having recognized a critical need to create adequate physical space to securely house the operations of expanding public safety functions, jointly began a project to design and construct a new public facility. More specifically, the City and County elected to jointly undertake a project that would provide a new Joint Public Safety Facility (JPSF) to house the City's 911 telephone answering point and public safety communications and dispatching facility known as PenCom, and the County's Emergency Management Department including an emergency operations center (EOC). The project also planned for sufficient site space to eventually house a West Side City Fire Station. The City and County elected to jointly undertake this project in order to allow PenCom and the County's EOC to be relocated to a facility providing sufficient operational space in a location that is physically secure and seismically robust while minimizing cost to local taxpayers.

WHEREAS, Upon initiation of the project, the City, with the County's consent, assumed initial leadership of the project by contracting for and managing, with ongoing County input, the first phase of the project known as "Conceptual Design" (project Phase I). This initial effort produced a "Preliminary Design Report" providing a tentative site layout and building floor plan, along with an estimate of building construction costs. Based on the results of Phase I, the City and County elected in the fall of 2021 to move forward with the project.

WHEREAS, The Parties recognized that as the project moved into its second phase, known as "Detailed Design" (project Phase II), it would require commitment of substantially more project management resources to assure continued progress and achieve optimal efficiency. At their joint meeting on May 23, 2022, the City and County's legislative bodies agreed that the County, with ongoing input from the City, would assume leadership for the project's Detailed Design phase, including providing project management services to oversee the project's cost, scope and schedule.

WHEREAS, The purpose of this Agreement is to assure JPSF project responsibilities for Phase II are clearly stated and mutually understood. More specifically, the goal of this Agreement is to clearly outline relationships, responsibilities, and communication expectations between the City and County with regard to Phase II of the JPSF project, and thereby reduce delays and avoid duplication of effort.

WHEREAS, The Parties recognize and agree that this Agreement addresses only Phase II of the project, and that Phase II consists of a Phase IIa that addressed preliminary detailed design activities, and a Phase IIb that covers schematic design, design development and construction documentation preparation activities. Phase IIa, which was completed in March 2023, primarily involved the identification and selection of the JPSF construction site. Phase IIa consisted of the tasks and deliverables described in "Exhibit A" attached hereto and incorporated herein by this reference. Phase IIb performance is expected to begin in August

2023 and will consist of the tasks and deliverables described in "Exhibit B" attached hereto and incorporated herein by this reference.

WHEREAS, The Parties recognize and agree that time is of the essence regarding the processes described herein. Both Parties agree to evaluate and respond to requests for information and requests for input and/or decisions in the shortest amount of time practicable but in no instance shall responses to requests for input and/or information exceed the time limitations set forth in Section A (6) below.

NOW THEREFORE, The City and County agree to undertake the development of the JPSF as a joint enterprise subject to the restraints and conditions described below:

A. Responsibilities of the County and City Jointly

1. The City and County will to the extent practical, equally participate in and contribute to decisions affecting JPSF final design and cost of construction. Neither Party will unreasonably withhold its approval of a proposal affecting construction site selection, design activities or construction actions presented by the other Party;
2. The City and County will jointly participate in the ranking and selection of the JPSF construction site;
3. The City and County will jointly participate in overall detailed design process with the City being provided monthly opportunities to make input to that process through the JPSF Project Director. Furthermore, the City will be provided opportunity at the beginning of each phase of detailed design (schematic design, design development, and construction documentation preparation) to provide design input, such as floor plan, and building interior specifications input to the JPSF Project Director for those portions of the JPSF that PenCom and any other City activities will occupy. In similar fashion, the City will be given opportunity at the conclusion of each phase of detailed design to review and approve completed design work applicable to the JPSF spaces City activities will occupy;
4. The County and the City legislative bodies may meet jointly, if they so choose, when full project briefings are provided at the start of the schematic design phase, the start of the design development phase, and the end of the construction documentation preparation phase of the project;
5. At the conclusion of project Phase II activities, the County and City will assess the practicality of proceeding to Phase III, JPSF construction, and if an election is made to proceed, the Parties will determine how Phase III will be managed. Phase III is not subject to this agreement;
6. The County and the City each agree that they will endeavor to respond to any information or decision requests made by the other Party within forty-eight (48) hours of receipt of the request, but in no instance shall said response be in excess of 96 hours with the following exception. In those instances involving a request for input to the design process, where it is, or may be reasonably concluded that a necessary design decision will significantly impact useability or utility of occupied space(s) or reasonably appears that it will alter the project cost by more than \$25,000, then the party, from whom input is requested, shall respond in no more than 10 calendar days. If the party from whom information or input is requested fails to provide the requested information or input within the time limits in this paragraph, after being afforded an opportunity to do so, it shall be deemed that the Party has waived said opportunity to make input;

7. The County and the City each hereby identify to the other, in writing, that the individual duly appointed to and holding the following public offices shall serve as their respective JPSF project representative empowered to make and communicate project decisions to the other Party;

For Clallam County:
and JPSF Project Director

Clallam County Undersheriff

For the City of Port Angeles:
and City JPSF Project Manager

City of Port Angeles Director of Public Works

Either Party may change the designation of their respective project official representative by giving written notice to the other provided that the agency appointee is agreed to by the partner agency within 30 calendar days. Either agency may appoint an acting agency representative provided that the vacancy does not exceed 30 calendar days.

8. The County and City shall be responsible for their respective obligations regarding any record retention requirements under this agreement, Public Records Act requests served on either party shall be immediately relayed to the other Party's Public Records Officer so the Parties may quickly and adequately respond to such request.

B. Responsibilities of the County

1. The County shall be responsible for funding fifty (50) percent of the cost, if any, to acquire and improve real property utilized as a construction site for the JPSF. The County shall also be responsible for the cost of that portion of the Phase II JPSF project work devoted to the design of the project's Emergency Management (including Emergency Operations Center or EOC) module and reasonably allocated exterior spaces, provided, however, that notwithstanding any other provision of this Agreement, the County's monetary obligation under this Agreement is not to exceed without prior authorization of the Clallam County Board of Commissioners, \$1,350,000 (\$1,000,000 design, and \$350,000 real property acquisition) for all Phase II work;

2. The County will manage through its Project Director, (hereinafter "Project Director") JPSF project cost, scope and schedule during Phase II and enter into contract with a licensed architectural and engineering firm (hereinafter "project A&E firm") to produce a detailed design for the JPSF (schematic design, design development and construction documentation preparation) sufficient to allow solicitation of contractor bids for construction and to proceed with actual construction of the facility;

3. The County represents that its Project Director is a regular full-time employee who will, with the assistance of others, provide project management throughout Phase II of the project. The Clallam County Board of Commissioners (CCBoC) or the County's Project Director shall be the only person(s)/entity to give directions to the project A&E firm;

4. The CCBoC is the only entity that will give directions to the JPSF Project Director. Clallam County will however, to the extent practical and without causing project delays, provide project information updates to the City through the City's Project Manager and through joint meetings with the City Council, and seek input from the City in the same manner;

5. The County shall ensure that any design firm or individual retained to provide detailed design work is properly licensed, bonded and insured to perform the work described;
6. The County, via the Project Director, will develop, maintain and oversee execution of a detailed Project schedule that identifies major project tasks and key decision milestones, and will generally manage performance of project Phase II activities;
7. The County's Project Director will to the extent practical, provide both the City and the CCBoc with the same project related status information at the same time, and will provide copies of the project monthly reports to the City;
8. The County's Project Director will be responsible for soliciting tribal consultations, application for State SHPO review, and preparation of SEPA review requests for the site ultimately selected for construction of the JPSF;
9. Each Party will invite the other to participate in all JPSF public involvement activities it undertakes in regard to the JPSF. Each Party will endeavor to provide to the other Party a copy of any press release it intends to make at least twenty-four (24) hours prior to making the release.

C. Responsibilities of the City

1. The City shall be responsible for funding fifty (50) percent of the cost, if any, to acquire and improve real property utilized as a construction site for the JPSF. The City shall also be responsible for the cost of that portion of the Phase II JPSF project work devoted to the design of the project's PenCom module and reasonably allocated exterior spaces, provided, however, that notwithstanding any other provision of this Agreement, the City's monetary obligation under this Agreement is not to exceed without prior authorization of the Port Angeles City Council, \$1,350,000 (\$1,000,000 design, and \$350,000 real property acquisition) for all Phase II work.
2. The City and the County have agreed that the site selected shall provide adequate and feasible area for construction of a fire station in the future, but the design of a fire station will not be included in the detailed design produced under Phase II of the JPSF project;
3. The City agrees to reimburse the County for all expenses the County incurs for design activities that are allocated to design of the JPSF components that will be utilized or occupied by PenCom or other City activities within thirty (30) days of receipt from the County of billing for said expenses.

D. Dispute Resolution

Recognizing the possibility for possible disputes to arise between the County and City, the Parties agree to the following dispute resolution procedures:

In the event of any dispute concerning the terms of this Agreement, the application or interpretation of the terms, or the breach thereof, the Parties agree to make good faith efforts to resolve such dispute through direct discussions. The parties recognize that time is of the essence in performance of this agreement and that any disputes should be resolved as quickly as feasible. For that purpose, the Parties

agree that the City's representatives for dispute resolution shall be the City Manager or his designee and the Mayor, and the County's shall be one Commissioner and the County's Project Director. Within 5 business days after a dispute or question is identified, the representatives shall meet in person to discuss the issue and attempt to resolve it. In the event that the representatives need to collect additional information or there is another reason to adjourn the meeting to a later time, the representatives shall reconvene within 5 business days.

If such efforts are unsuccessful, the Parties agree to submit the issue(s) to mediation on an expedited basis. The mediator shall be selected by agreement of the Parties. All fees and expenses for the mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

In the event the Parties are unable to reach mutual agreement through the process described above, including the selection of a mediator, either Party may file an action in Clallam County Superior Court seeking any legally appropriate remedy to resolve the conflict between the Parties. Either Party may request the court to expedite hearing on the issue(s) presented, and each Party agrees not to unreasonably object to such a request.

Each Party shall be responsible for its own costs, including any attorney fees, in any such action.

E. Termination

1. For Public Convenience. Either Party may terminate this agreement upon 30 days written notice to the other Party whenever the County or the City determines, in their sole discretion, that such termination is in the interests of the County or is in the interests of the City.
2. Termination Due to Insufficient Funds. If sufficient funds for performance under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, either Party may terminate this contract upon five (5) days written notice to the other Party.
3. Termination for Breach. If either Party defaults by failing to perform any of the obligations of this Agreement, the other Party may immediately upon written notice to the other Party, terminate this Agreement.
4. Termination for lack of agreement. This Agreement contemplates agreement of the Parties in Phase IIA and IIB regarding site location and final design details to be contained in final design and construction documents. In the event that the Parties cannot agree upon these details, either party may terminate this Agreement upon five (5) days written notice to the other party.

F. Indemnification and Insurance

The Parties agree that each is an independent public entity and that nothing in this agreement shall make one the partner, agent, representative, or employee of the other for any purpose. Each Party remains solely and entirely responsible for the acts of its respective staff performing services for the other Party under this Agreement.

Each Party to this MOU shall indemnify, defend, and hold harmless the other Party and its officers, employees, agents, and volunteers from and against any and all claims, damages, demands, actions, lawsuits, liens, liabilities, penalties, fines, or other such proceedings including without limitation, for

personal injuries, loss of life or property damage (collectively "Claims") arising directly from the indemnifying Party's acts or omissions. Provided, however, that the indemnifying Party's obligation under this provision will not extend to claims or damages arising out of the sole negligence of the other Party.

Parties agree to obtain and maintain in full force and effect, insurance in sufficient amounts and scope of coverage during the term of this Agreement, and/or coverage through membership in a self-insured risk pool, including (without limitation) general liability, officer and public officials' errors and omissions, property, casualty and fire.

G. Entire Agreement

This written document, including any exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, including, but not limited to the previous "Management Agreement Joint Public Safety Facility Project" dated October 18, 2022 and may only be amended or added to by a written amendment executed by both parties.

By:



City Manager
City of Port Angeles

Date:

By



Chairperson *mark ozias*
Board of Commissioners
Clallam County Washington

Date: 7/18/23

APPROVED AS TO FORM



Clallam Co. Prosecutor's Office

Date: 7/12/23

EXHIBIT "A"

PROJECT DESCRIPTION PHASE IIa

CLALLAM COUNTY AND CITY OF PORT ANGELES

JOINT PUBLIC SAFETY FACILITY

EMERGENCY OPERATIONS CENTER / 911 DISPATCH / FIRE STATION

PHASE 2A DESIGN SERVICES

July 19, 2022

INTRODUCTION

Clallam County (County) has requested OAC Services, Inc. (OAC) prepare a scope of work and fee estimate for Phase 2A of design services associated with construction of a new Emergency Operations Center (EOC), 911 Dispatch Center, and Fire Station. The County will design and construct a roughly twenty thousand square-foot Joint Public Safety Facility (JPSF) at a site to be determined from this phase of work. The City of Port Angeles (City) will play a critical role in supporting the design and configurations of the 911 Dispatch Center and Fire Station. Both the existing EOC and 911 Dispatch are nearing the end of their useful service with respect to size/space and growth capacity. The fire station will add service and decrease response times to the western part of the city. Phase 2A design work will address master planning of the site, site civil design, geotechnical investigations, wetland delineation, and updated construction cost estimates, all necessary first steps in the design process. Our team members include Hennebery Eddy Architects, Zenovic & Associates, GeoEngineers, and Roen Associates, respectively. The areas of study addressed by this Master Planning effort are:

- Planning/Zoning analysis of the project property to establish high-level criteria for the JPSF placement on the site and associated geotechnical site work.
- Verification of County and City facilities on-site — specifically if any of these components should be rearranged from the October 2020 Pre-Design Report layout.
- Master planning design studies to assist in discussions/decision-making with the County.
- Master planning site design and documentation.

Following completion of this Phase 2A scope of work, the balance of the facility detailed design may be completed as a contract modification under a Phase 2B.

The facility will be designed and constructed as a resilient and durable building. It will provide the County and City an essential facility to conduct emergency operations in support of its citizens and constituent jurisdictions when this need arises. During times when the EOC is not activated, the EOC will be designed for flexible use including the hosting of training events, simulation exercises, and for potential use as a business teleconference facility. It will provide the City an essential facility for a larger 911 Dispatch Center serving a large area across the northern peninsula as well as a west side fire station. The building is proposed to consist of a single story with a mechanical penthouse. The estimated construction cost for the building is \$10.36 Million in 2021 dollars. As an essential facility, the building and supporting infrastructure will be designed to Risk Category IV requirements, providing the ability to be immediately operational after a disaster event, allowing for County and City continuity of operations.

In Phase 1, a pre-design report of an initial conceptual design for a combined EOC/911 Center/Fire Station proposed to be located at 2417 W 19th Street was completed by OAC and documented in the Joint Public Safety Building Pre-Design Report dated October 2020 (Report). This report is the basis for the scope of work identified here. The work is further described below.

(A) SCOPE OF SERVICES:

Included in this scope of work are the anticipated assumptions and exclusions. The noted scope includes Phase 2A design consisting of project management, master planning, civil engineering, and geotechnical engineering services.

OAC will provide overall management of the Phase 2A design of the project. During this phase, our services will include master planning of the site considering relocating or rearranging the three 'modules' as noted in the Report. In the Report, the EOC is planned for the east side of the property.

Master planning efforts will include consultation with the County and City to gather input and needs associated with siting the building on the property. Additionally, land use analysis will be completed including coordination of zoning constraints, limits, and permissions, to be addressed with the County planning department and other departments as required. Additional detail is provided below:

1. Planning/Zoning Documentation services consisting of preparing a high-level planning/zoning analysis and summary documentation for use in preparation of a summary report. The planning/zoning analysis will include high-level criteria to support master planning of the general building and site work placement.

2. Master Planning services consisting of design and documentation for a two-step process with the County and City.

- Step 1: Provide up to two (2) conceptual master plan site sketches showing general potential JPSF and site locations within the property for discussion with the County and City to determine their preferred option.

- Step 2: Develop the preferred option to a level that meets established planning/zoning criteria.

This phase includes two virtual meetings with the County, and City as required, to review conceptual master plan options and the preferred master plan design. This phase also includes meeting preparation time and ongoing informal coordination with the County and City.

The proposed Master Planning will essentially provide the County the ability to shape how the subject property should be arranged so it retains the best potential use for both the County and City. With a master plan determined, the scheduling of site development can be more flexible and more predictable in how it will occur. The master plan will allow for a more predictable and more effective development of the site, reducing operational impacts for potential phased construction and identifying possible efficiencies for layout and associated infrastructure. Two initial site plan configurations will be developed with one selected for refinement to become the basis of schematic design.

The geotechnical investigation will include a preliminary screening of up to four (4) sites, selected by the County. Review of existing publicly available geotechnical data, including hazard maps, will be the basis for screening. A site visit to observe existing conditions will be conducted and a report with recommended final site selection will be developed. Once the preferred site is determined, site exploration of multiple locations around the preferred site and a full geotechnical report of the site addressing soil properties, seismic parameters, and structural design criteria for foundations among other elements, will be completed. Site exploration will consist of typical deep drilled borings. An

infiltration study will be conducted in Phase 2B after the site is determined to be suitable and selected for development.

A high-level wetland delineation will be performed to understand constraints of the preferred site. The delineation efforts will include a review of previously published data, a site visit to assess wetland boundaries and stream ordinary high water, and a report summarizing the high-level findings.

The cost estimate developed in the Report will be updated to reflect current industry information on construction costs. Construction is anticipated to start in Q2 or Q3 of 2023.

DELIVERABLES:

The following deliverables will be submitted:

- Phase 2A Summary Report (8.5x11 — PDF)
 - Includes Planning/Zoning and Master Plan Design Summary
- Master Site Plan (11x17 — PDF)
 - Preferred Option (basic site components, locations, access points/circulation, and proposed property lease line).
- Geotechnical Report (8.5x11 — PDF)
- Wetland Memo (8.5x11 — PDF)
- Updated Cost Estimate (8.5x11 - PDF)

ASSUMPTIONS:

General

- The scope of work noted will produce design criteria to be used in Phase 2B, the balance of the detailed design. Phase 2B, may follow as an amendment to this scope of work.
- Digital photography will be an acceptable form of photo documentation of the project.
- County will provide OAC all available existing site information.
- OAC will attend (2) two virtual engagement meetings with the County, including the City as required. Each meeting will be scheduled for (2) two hours, not including preparation and follow up. Additional meetings can be arranged in accordance with our standard rate sheet.
- (1) One round of review comments will be anticipated following the development of (2) two site sketches. All comments will be compiled by the County team prior to delivery to OAC. No comments are anticipated following the refinement of the preferred site plan.
- OAC will generate meeting minutes for each of the engagement meetings, documenting items such as decisions made, action items, etc.
- Schedule is based on readily available participation of County Planning departments to address questions and provide clarification on Land Use elements.
- The facility design is predicated on information developed by OAC in the Report.
- LEED certification requirements or goals for this project, if applicable, will be identified during Phase 2B.
- Only services noted within this scope of work are included.
- No permitting is required for the geotechnical exploration phase on site.
- Additional services or design efforts beyond this scope of work can be negotiated per the general rate schedule effective at the time of the request.

Architectural

Land Use Analysis will include zoning, infrastructure, and major site work requirements.

The planning/zoning analysis will be high level, and as such, does not include detailed information or information related to planning review processes. These may be included as an Additional Service, if needed; or may become part of Phase 2B.

■ We have assumed no formal meetings with the jurisdiction will be required. As such, time for jurisdiction meeting preparation and participation is beyond this scope of work.

Civil

- Attend 2 remote (video conference) team design meetings.
- Refined site plan to be final Conceptual site plan for use in Schematic Design under Phase 2B.
- Final Conceptual site plan to include location of building, parking and access, utility locations, stormwater mitigation facilities and conveyance system, sized based upon information noted in the Report.
 - ▶ Preliminary sizing of stormwater facilities based on assumed soil conditions from available soil reports for the area. Sizing may be adjusted based on results of onsite soil testing by others.
- Final sizing of utilities to be completed in Phase 2B.

Geotechnical

- Review readily available published geologic data and our relevant in-house files for existing information on subsurface conditions in the project vicinity.
- Coordinate preliminary locations for explorations with Clallam County staff and contact the "One-Call" Utility Notification Center, as required by Washington State law. OAC team representatives will delineate and mark the exploration dig area and GeoEngineers will submit the One-Call ticket. We also understand an onsite utility locate will be performed to locate and identify all onsite utilities. GeoEngineers will not be liable for damage to underground utilities that are not marked during the utility locating process.
 - ▶ During site screening, explore shallow subsurface conditions utilizing handheld tools as required to aid understanding of the existing near surface geotechnical conditions.
- Explore subsurface conditions by advancing up to six borings for a total of 150 lineal feet of drilling using subcontracted equipment and operator. If consistently dense soil conditions are encountered, we plan to terminate borings at shallower depths. Our field representative will continuously monitor the drilling activities, maintain a log of subsurface conditions, and collect representative soil samples generally at 2.5- to 5-foot intervals.
- Based on the results of our explorations, provide an email discussing geotechnical feasibility of the proposed development. We will discuss suitability of the site for shallow foundations, clearing/stripping considerations, earthwork and suitability of soil for re-use on site and other issues that may be relevant to feasibility.
- Conduct geotechnical laboratory testing on selected soil samples. We anticipate laboratory testing will include particle size gradation analyses and moisture content determinations.
- Provide geotechnical seismic design information in accordance with 2018 International Building Code (IBC) criteria and discuss our opinion on the potential for surface rupture, liquefaction and lateral spreading at the site. We have not budgeted to complete a quantitative liquefaction and lateral spreading analysis. Should the initial screening determine this to be necessary, the analysis will be performed as additional services.
- Provide recommendations for site preparation and earthwork. We will discuss temporary erosion and sedimentation controls, temporary and permanent cut slopes, fill placement and compaction requirements, wet weather considerations, groundwater handling and site drainage.
- Provide recommendations for shallow spread footing design, including foundation bearing surface preparation, allowable soil bearing pressure, lateral resistance values and estimates of settlement.
- Provide design considerations for slab-on-grade design, including subgrade preparation, modulus of

subgrade reaction and capillary break thickness and materials.

- Provide recommended active, passive and at-rest lateral earth pressures for retaining walls and below-grade structures. We will also provide recommendations for seismic surcharge pressures and drainage criteria.
- Provide a discussion of suitability of site soils for stormwater infiltration, including preliminary estimates of long-term design infiltration rates based on laboratory sieve analysis results and the criteria described in the SWMMWW. Depending on the soil conditions observed and the infiltration facilities planned, these preliminary estimates may not be suitable for design; additional testing may be required to verify estimated rates for design.
- Provide layer thickness recommendations for asphalt concrete pavement (ACP) and Portland cement concrete pavement (PCCP) design sections, including subgrade preparation. We will include typical pavement sections for heavy and light traffic areas based on our experience.
- Prepare a written geotechnical report presenting our findings, conclusions, and recommendations. Our report will include a project site plan showing approximate locations of explorations, summary exploration logs, laboratory test results and appropriate engineering figures.

Wetland Delineation

- Site access will be provided
- Project description will be provided by Client
- Field work assumed to be completed in a single
- Wetland memo will be suitable for master planning only. Future efforts may be required for permitting.
- Final scope and assumptions to be determined following selection of preferred site. Scope and fee to be amended as required based on preferred site-specific needs.
- Fee estimate provide is a placeholder.

SCHEDULE:

The following is a conceptual schedule to be modified or adjusted with input from the County.

Initial Notice to Proceed (NTP)	Week of August 1st
Initial Site Screening & Summary Report	4 Weeks after NTP
Geotechnical Exploration	8 Weeks after NTP
Geotechnical Report	4 Weeks after Geotechnical Exploration
Phase 2A Master Planning Summary Report	6 Weeks after Initial Site Screening
Wetland Memo	6 Weeks after Initial Site Screening

For scheduling, geotechnical investigations and wetland delineations may be independent of the master planning effort and may have schedule cross over with Phase 2B, the balance of the detailed design.

FEE

OAC shall complete the above-described work for a fee not to exceed the following, which does not include reimbursable expenses and does not include sales tax:

Phase 2A (Hourly, NTE)

Project Management	\$14,150
Master Planning	\$26,510
Site Civil	\$6,050
Geo technical	\$55,660
Wetland Delineation (placeholder)	\$5,225
Cost Estimating	\$2,398

Total	\$109,993
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If the parties agree to any additional services that are not included within the scope of work set out above, such additional services will be provided at the following rates with annual escalation, upon written approval from the County. Annual escalation of 5% will be applied January 151 of each year. Standard Rates are below and attached.

O A C

<u>Title/Role</u>	<u>2022 Rate</u>
VP, Principal	\$250
Project Director	\$210
Senior Architect	\$195
Architectural Designer	\$185
Project Controls Specialist	\$140
Senior Project Coordinator	\$140

Hennebery Eddy Architects

<u>Title/ Role</u>	<u>Position</u>	<u>2022 Rate</u>
Principal	HEA 7 — HEA 9	\$ 195-290
Project Manager	HEA 4 — HEA 8	\$ 135-270
Project Architect	HEA 3 — HEA 7	\$ 120-240
Architect	HEA 3 — HEA 5	\$ 120-185
Historic Preservation Architect	HEA 3 — HEA 9	\$ 120-290
Historic Preservation Specialist	HEA 1 — HEA 5	\$ 95-185
Interior Designer	HEA 1 — HEA 7	\$ 95-240
Design Staff	HEA 1 - HEA 4	\$ 90-155
Administrative	HEA A	\$ 90

EXHIBIT "B"

PROJECT DESCRIPTION PHASE IIb

CLALLAM COUNTY AND CITY OF PORT ANGELES

JOINT PUBLIC SAFETY FACILITY

EMERGENCY OPERATIONS CENTER / 911 DISPATCH / FIRE STATION

PHASE 2b DESIGN SERVICES

June, 2023

EXHIBIT "B"

PROJECT DESCRIPTION

**CLALLAM COUNTY - JOINT PUBLIC SAFETY FACILITY
DESIGN SERVICES**

February 1, 2023

INTRODUCTION

This Phase 2B amendment for final design services follows the Phase 2A work consisting of site selection, geotechnical exploration, and site master planning for the Joint Public Safety Facility (JPSF). The final design services will include the Emergency Operations Center (EOC) 'module' and the 911 Dispatch Center 'module'. The building will be roughly fourteen thousand square feet, located at a newly defined parcel adjacent 2200 W. Edgewood Dr. in Port Angeles. The existing 911 Dispatch and EOC are nearing the end of their useful service with respect to size/space and growth capacity. A new facility housing the two services that frequently interact will maximize resource sharing and available funding to create a robust facility for the community.

A pre-design report of the initial conceptual design for the combined EOC/911 Center/Fire Station on the subject property was completed by OAC and documented in the Joint Public Safety Building Pre-Design Report dated October 2020. This report is the basis for the scope of work identified here.

The JPSF will be designed as a resilient and durable building providing the users an essential facility to conduct emergency operations and response in support of its citizens and constituent

jurisdictions. During times when the EOC is not activated, the EOC will be designed for flexible use including the hosting of training events, simulation exercises, and for potential use as a business teleconference facility. The single-story building is roughly split equally between the EOC and 911 Dispatch Center with a rooftop mechanical penthouse. As an essential facility, the building and supporting infrastructure will be designed to Risk Category IV requirements, providing the ability to be immediately operational after a disaster event, allowing for continuity of operations. The building will include support spaces as outlined in the pre-design report. The project team will work with the stakeholder group to identify the appropriate provisions of the primary design standard, NFPA 1221. Estimated construction cost for the JPSF is \$11.4 million.

(A) SCOPE OF SERVICES:

The design related work is noted below. Included in this scope of work are the anticipated assumptions. The noted scope includes work for the following disciplines: Project Management, Architectural, Structural, Civil, Mechanical, Electrical, Plumbing (MEP), Audio/Visual, Acoustical, Communications, Building Enclosure, Landscape Architecture, Survey, Cost Estimating, Geotechnical, Environmental, Septic Design, Commissioning, and LEED Certification Support.

Task 1.0 — Design Management

OAC will provide overall management of the design and construction phases of the project. During design, our services will include design coordination, design scheduling, progress meetings, implementation of cost management procedures, design review, constructability review, coordination of design comments, expediting agency review, design phase estimates, cost adjustment sessions, project status reports, contract development, provisional master schedule, and information flow and reports. Detailed services include:

- Design Phase Coordination — The Project Manager will serve as the overall facilitator in coordination of design team activities, provide leadership with respect to the implementation of design phase procedures by all parties, and expedite the flow of information between the County and other parties. The Project Manager will work in concert with the County for approval of design or programmatic changes.
- Design Schedule — Develop the overall Design Schedule identifying key milestone dates to be achieved. Monitor the schedule and progress of the design and apprise team members when actual or potential constraints to maintaining the schedule occur and provide recommendations for corrective action.
- Design Progress Meetings — Participate in design progress meetings in conjunction with the County, design team, and others. These meetings will serve as a forum for the exchange of information and resolution of design decisions and will be a point where design progress is reviewed and confirmed.
- Design Review — Coordinate review of in-progress design documents for adherence to the programmatic and budget requirements. This review will be provided at the end of all design milestones (Schematic Design, Design Development, 50% Construction Documents, 95% Construction Documents). Comments will be provided in writing and as notations on the submittal documents. Comments will be advisory and not directives.
- Active Constructability Assessment — Subject to the preceding paragraph, provide input to County and the design team relative to value, sequencing of construction, duration of construction of various building methods, and constructability. This effort will be ongoing throughout the design

- phase of the project with additional focus applied at substantial deliverable stages.
- Coordinate Design Comments — Coordinate the flow of information between the design team, County, and other stakeholders. Coordinate the design reviews and compile and expedite the submittal of comments to the design team.
 - Expedite Agency Reviewing and Approvals — Assist in securing and transmitting appropriate documents to the various approval agencies at the appropriate times and seek to expedite agency approvals to the maximum extent feasible. Work with designers of record as they will lead the effort with agency review.
 - Design Phase Estimates — Review cost estimates provided by the design team along with other project costs and assemble information in cost model format at the conclusion of the Schematic, Design Development, and Construction Document phases. Cost estimate reviews will be accompanied by a report to the County identifying variances with the original budget and making recommendations for appropriate corrective action, as required.
 - Cost Adjustment Sessions — Should significant variances be detected on the cost estimates, the Project Manager will conduct cost adjustment sessions with the design team and the County. At the conclusion of these sessions, the Project Manager, in conjunction with County, will request commitments from the design team for design adjustments to the documents.
 - Project Status Reports — Prepare and distribute a monthly Project Status Report that will include updated schedule and cost status reports. The schedule report will reflect actual progress against scheduled progress for the design phase. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted project cost.
 - Provisional Master Schedule — Develop a provisional master schedule as part of the management plan. The provisional master schedule will contain projected major milestones to be accomplished by the Project participants. The provisional master schedule will be expanded as comprehensive critical dates are defined.
 - Information Flow and Reports — Project Manager will become knowledgeable of County's reporting needs and, in conjunction with the County, will determine the type of information necessary, the reporting format, the frequency of various reports, and the distribution requirements for information related to the projects.

Task 2.0 — Schematic Design

OAC, along with our team partners, will refine the Design Concept developed by OAC for feasibility analysis in terms of general zoning and building code implications, site placement, vehicular access, building program/spaces, mechanical/electrical/plumbing/fire/communications/structural systems incorporation, security, access, operations, and phasing. This information may be used as a tool in the preparation, by others, of the general cost implications of the proposed Project. This phase will include up to four (4) design team meetings.

A detailed site survey will be conducted documenting all existing site geometry including existing utilities, grades, vegetation, finished surfaces, and property details. The survey will be completed utilizing Civil 3D creating a complete three-dimensional layout of the site.

Following completion of the Schematic Design Phase, an updated and condensed version of the pre-design report will be prepared for use by the County in pursuit of additional project funding. The report will include a condensed and detailed description of the pre-design process, description and supporting

drawings of the Schematic Design level documents, and the probable cost statement.

Stakeholder Meetings:

The OAC team will conduct a project kickoff meeting with stakeholders to validate project goals, validate conceptual design decisions, and validate stakeholder needs including space configuration, structural hardening, heating and cooling, and power. As part of this kickoff, OAC will lead a Risk Register Seminar to identify all risks and mitigation for the project. During the Schematic Design phase, the OAC team will support the County in conducting a public outreach event. The event will be held in Port Angeles and is assumed to be in-person meeting all public health guidelines at the time of the event. OAC will provide up to three display boards and electronic file presentation for the public engagement event. Additionally, OAC will facilitate three additional on-site stakeholder meetings during the Schematic Design phase to provide an update on design, address questions, and clarify design direction.

Deliverables and Services include:

- (1) Risk Register Seminar with project stakeholders, including electronic file presentation
- (1) On-site Public Outreach Open House, including up to three (3) display boards and electronic file presentation
- (2) On-site meetings with design team members and/or project stakeholders
- Develop comment/response matrix for comments on the Schematic Design documents
- Site Survey
- Probable Cost Statement for Schematic Design documents
- Schematic level documents will include:
 - Site Plan (Building and major site components, with assistance by Civil/Survey and Landscape)
 - Floor Plans
 - Phasing Plan
 - Exterior Elevations
 - Two (2) Building Sections
 - Two (2) Exterior Renderings
 - Project Narrative
 - Zoning and Building Code Summary
 - Outline Specifications (Div. 2-36) Structural, MEP, and Landscape plans
 - Structural, MEP, and Landscape plans

Task 3.0 — Design Development

Design Development services will build upon work completed in Schematic Design consisting of preparing drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical, electrical, and plumbing systems, materials and other elements, site plan, including landscape architecture as may be appropriate. This phase will include up to four (4) design team meetings.

Stakeholder Meetings:

The OAC team will conduct a second project status meeting with stakeholders to validate alignment with project goals and validate Schematic Design decisions. As part of this status meeting, OAC will lead a second Risk Register Seminar to identify all current and new risks and mitigation for the project. Additionally, OAC will facilitate three additional stakeholder meetings during the Design Development phase to provide an

update on design, address questions, and clarify design direction.

Deliverables and Services include:

- (1) Risk Register Seminar with project stakeholders, including electronic file presentation
- (2) On-site meetings with design team members and/or project stakeholders
- Develop comment/response matrix for comments on the Design Development documents
- Probable Cost Statement for Design Development documents
- In-process documents (design development level) consisting of the following:
 - Code Plans
 - Floor Plans
 - Exterior Elevations
 - Building and Wall Sections
 - Structural Plans
 - MEP Plans
 - Communications/Data Plans
 - Building Details
 - Civil and Landscape Plans and details
 - Specifications (Draft Full)

Task 4.0 — Construction Documents

Construction Documents services will build upon work completed in Design Development consisting of preparing drawings and specifications setting forth in detail the requirements for construction of the Project. This phase will include up to four (4) meetings with you in a mix of on-site and virtual.

Land Use Agency Coordination services consisting of preparing submissions, presenting the Project at hearings, responding to comments, and revising documents for the purpose of gaining necessary approvals from Land Use (Zoning) authorities. This scope includes attending/presenting at up to two (2) hearings on behalf of the Project at the AHJ- appointed facility.

Building Permit Coordination services consisting of preparing submissions, responding to comments, and revising documents for the purpose of gaining necessary approvals from Building Code authorities.

Stakeholder Meetings:

OAC team will conduct a third project status meeting with stakeholders to validate alignment with project goals and validate Design Development decisions. As part of this status meeting, OAC will lead a third and final Risk Register Seminar to identify all current and new risks and mitigation for the project. Additionally, OAC will facilitate three additional stakeholder meetings during the Construction Documents phase to provide an update on design, address questions, and clarify design direction.

Deliverables and Services include:

- (1) Risk Register Seminar with project stakeholders, including electronic file presentation
- (2) On-site meetings with design team members and/or project stakeholders
- Develop comment/response matrix for comments on the Construction Documents
- Probable Cost Statement for Construction Documents
- Documents (permitting/construction level) consisting of the following:
 - Code Plans

- Floor Plans
- Exterior Elevations
- Building and Wall Sections
- Structural Plans
- MEP Plans
- Communications/Data Plans
- Building Details
- Interior and Exterior Details
- Finish, Door, and Window Schedules
- Civil and Landscape Plans and details
- Specifications

Task 5.0 - Interior Design and Furniture, Fixtures and Equipment (FF&E)

Interior Design services include working with the County to select, coordinate and specify interior finish materials. A finish schedule, interior finish board and specifications will be provided for the County's use. This phase will include up to three (3) virtual meetings with the County over the course of design.

Furniture, Fixtures and Equipment (FF&E) services include working with the Owner to select, coordinate, and specify new FF&E items for the overall EOC and 911 modules including reception areas, lobbies, offices, EOC floor, conference rooms, ARES/RACES, communications rooms, and shared use rooms. We will assist in the selection process for sizing the Dispatch Floor and associated pathways for servicing dispatch consoles being specified and procured by others.

Task 6.0 — Building Commissioning Review

The OAC team will act as the Commissioning Authority (CxA) and will oversee and participate in the commissioning process to assist in ensuring that the building's commissioned systems are complete, fully functional and perform in accordance with the project requirements and design intent. The majority of commissioning activities will be addressed in an amendment as part of the construction related activities. During design, we will coordinate, lead, review, and oversee the completion of the following commissioning process activities in preparation for the construction phase:

1. Commissioning Review of Construction Documents and Back-Check
 - a. Will provide a focused "commissioning review" of the design construction documents. A commissioning review is intended to provide a detailed review of design drawings and specifications with a focus on coordination of the commissioned systems and adequacy of the design for achieving the OPR and BOD requirements. We will also back-check the review comments in the subsequent design submission.
2. Commissioning Measures / Specifications
 - a. Commissioning measures that are to be included in the construction documents, plans and specifications requires the outline of commissioning requirements, documentation, and responsibilities. We will develop and incorporate commissioning specification requirements into the construction documents specifications.

Task 7.0 — LEED Silver Certification

LEED certification services include the general management and oversight of the LEED certification process.

Specific responsibilities include the registration of the project on behalf of the Owner, review and verification of all documentation and online submittals to the USGBC, review of the Owner's Project Requirements (OPR) and development of the Basis of Design narrative based on the OPR, arrange and conduct LEED kick-off meeting in early stages of design to review previously developed preliminary credit scorecard, establish a regular LEED communication channel with all project team members required to participate, coordinate submittal items from the design team for certification, and manage the certification process with USGBC.

DELIVERABLES:

The following deliverables will be submitted:

- Schematic Design Drawings and Specifications Outline (PDF)
- Design Development Drawings and Specifications Draft (PDF)
- 95% Permit Ready Construction Document Drawings and Specification (PDF)
- 100% Issued for Construction Drawings and Specifications

ASSUMPTIONS:

General

- This scope of work is based on the master planning effort, conducted under Phase 2A of this contract.
- Construction support services will be addressed as an amendment to this work during the Construction Document phase of the design.
- Revit will be used for documentation purposes.
- EOC design will run parallel to the 911 Dispatch Center design.
- This scope of work will produce Issued for Construction (IFC) documents, following review and inclusion of any building department permit review.
- The anticipated design schedule provides for an early earthwork package to allow installation of below grade utilities during optimal weather conditions. The design team will work to achieve this schedule provided no impacts from other factors beyond our control.
- County to identify each stakeholder decision maker.
- County will provide OAC access to site for conducting engineering assessments and other data collection as necessary to gather information and produce deliverables.
- Digital photography will be an acceptable form of photo documentation of the project.
- OAC will attend stakeholder meetings in Port Angeles: (3) three design/planning meetings and (1) one risk workshop during the SD Phase; (2) two design/planning meetings and (1) one risk workshop during the DD and CD Phases of the project. Each meeting will be scheduled for (8) eight hours, not including travel time. Additional meetings can be arranged in accordance with our standard rate sheet.
- OAC will conduct (4) four intermediate stakeholder design/planning meetings utilizing video conference calling. Each meeting will be schedule for (6) six hours. Additional meetings can be arranged in accordance with our standard rate sheet.
- (1) One round of review comments will be anticipated following each submittal stage, SD, DD, & CD. All comments will be compiled by the County team prior to delivery to OAC. Comments generated during stakeholder meetings will be compiled by OAC. No comments will be anticipated following submission of the 100% IFC submittal.
- OAC will generate meeting agendas and minutes for each of the stakeholder meetings and workshops, documenting items such as decisions made, action items, etc.
- Scheduled certificate of occupancy is December 2024.
- The facility design is predicated on information developed by OAC in the Pre-design Report, dated October 2020.

- If a communication tower is required, performance specifications will be prepared and included in the construction documents. Locations, including the tower, duct banks, etc. will be located on the plans.
- Project will comply with LEED Silver requirements.
- Life Cycle Cost Analysis (LCCA) is included as an allowance in the fee estimate. The level of effort to complete the LCCA will be addressed as an amendment once final systems have been identified.
- The County will identify the preferred septic system designer. Design fees for coordination with septic design are included as an allowance and will be refined once the designer is identified by the County.
- Graphic design, exterior wayfinding, environmental graphics, and hazardous materials consulting are beyond this scope of work.
- Additional services or those noted as beyond this scope can be performed, if requested by the Owner, at our then-current hourly rates.

Architectural

- OAC will support and attend (1) one public engagement session, to be held in the evening in Port Angeles. The County will facilitate the public meeting with OAC providing support with visual graphics and electronic media.
- Zoning modifications or land use changes will be addressed by the County or Port.
- Selection of the PenCom dispatch consoles to be located in the Dispatch Floor will be a specialty item specified and procured by others.

Structural

- All selected systems will use code-compliant detailing that will not require alternate means of compliance or peer review.
- Seismic bracing of non-structural components to be addressed as an amendment during the DD phase of design once all non-structural systems requiring bracing have been identified.
- No provision for horizontal or vertical expansion is included at this time.
- All stairs will be designed by a specialty subcontractor and submitted as a deferred design
- Perimeter fencing to be addressed as a performance specification.

Civil/Survey

- Property delineation or adjustments to property lines will be done by others.
- A topographic survey of the parcel will be provided.
- Infiltration testing/data will be provided by the Geotechnical engineer.
- Design of potential septic system will be coordinated with a consultant identified by the County.

MEP

- Design of stair pressurization systems is beyond this scope.
- Installation or modification of street lighting and traffic signalization is beyond this scope.
- Photo-voltaic systems are design-built by the equipment supplier. Performance specifications and power supply will be provided for use by the supplier. System design will be shown for contractor pricing.
- No commercial kitchen elements are part of this scope.
- All MEP equipment seismic anchorages will be Contractor design-built and submitted as deferred engineering submittals after all pieces of equipment are finalized and approved by the Owner and the design team. The deferred submittal will be prepared by the Contractor's Engineer and submitted for

the A/E team's approval. Contractor will be responsible to submit the approved deferred submittal to the AHJ for record as part of the MEP permit if required.

- Fire protection systems are design-built by the Contractor.
- Fire protection evaluation and review for fit-up/tolerances, is included.
- Water supply to the building will be adequate and not require a fire pump. Flow testing or obtaining flow test information is beyond this scope.

Audio/Visual

- Consulting will be provided for routing and compatibility with future, Owner procured, customized integration system in the EOC.

Acoustical

- Analysis and reports will be provided to comply with permitting requirements.
- Review of MEP systems and finish materials within the EOC and Dispatch room are included.

Communications

- Existing IT systems and information to be provided to OAC for use in design.
- County to provide IT systems requirements for server and other equipment.
- County will provide dedicated IT team member to address all IT related elements.
- Voice/data infrastructure will be a "home run" Cat6/6A solution (TBD, pending stakeholder input) from the workstation / displays to the associated telecom room.
- Use of off-the-shelf industry standard components and materials only. This proposal does not include the development of new products or devices.

Building Enclosure

- Buildings will be constructed as an air-barrier (WSEC C402.5.1) and will be tested (WSEC C402.5.1.2).
- There are no occupiable rooftop areas.

Landscape

- Presentation-quality physical and/or electronic models and 3D renderings are beyond this scope.
- Detailed tree retention plans are not anticipated for this project.
- No vegetative roof is anticipated for this project.

Cost Estimating

- Probable cost statements will be generated using the Uniformat Standard.

Geotechnical

- Onsite soils testing for infiltration suitability will be performed to support required infiltration study requirements.
- County will provide equipment and operator to support excavations in support of infiltration study.

Environmental

- County will secure permission to access the critical area assessment areas.
- No more than 1 wetland and 1 stream are anticipated for the selected site.
- Identification of wetlands and associated buffers will be based on the CCMC.
- A professional land survey of the wetland delineation flags will not be needed, GPS will be sufficient.

- Submittal of reports and permitting fees will be coordinated and paid for directly by the County.

SCHEDULE:

The following is a conceptual schedule with durations, to be modified or adjusted with input from the County as the project progresses.

Notice to Proceed (NTP)	Week of March 6th
Schematic Design Submittal	3 Months
Design Development Submittal	2 Months
Construction Documents/Permitting	4 Months
Site Package CD	4 Months after NTP

FEE:

OAC shall complete the above-described work for a fee not to exceed the following, which does not include reimbursable expenses and does not include sales tax:

Phase 2B (Hourly, NTE)	
Project Management	\$244,860
Architectural	\$568,260
Structural	\$99,000
MEP/FP	\$453,750
Civil/Survey	\$46,200
A/V	\$16,500
Acoustics	\$16,500
Building Enclosure	\$28,050
Commissioning	\$8,250
Communications	\$71,330
Cost Estimating	\$66,000
Landscape Architecture	\$89,100
Environmental	\$11,330
Geotechnical - Infiltration	\$13,860
Septic Design (allowance)	\$33,000
MEP LEED Support	\$77,000
LEED Consulting	\$44,000
LCCA (allowance)	\$88,000
Total	\$1,974,990



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

MAR 11 2025

Department: Health and Human Services

WORK SESSION **Meeting Date: March 10, 2025**

REGULAR AGENDA **Meeting Date: March 11, 2025**

Required originals approved and attached?
Will be provided on:

Item summary:

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

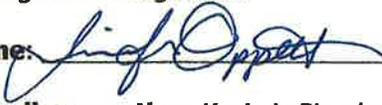
Documents exempt from public disclosure attached:

Executive summary:

The Health and Human Services Department is requesting that the Clallam County Board of County Commissioners sign the attached letter to express their deep concerns regarding proposed budget cuts to Washington State's Foundational Public Health Services (FPHS).

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?)
Approve and move to regular BOCC meeting for final signature.

County Official signature & print name:  _____ Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: March 4, 2025

* 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)



Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493

Email: commissioners@clallamcountywa.gov

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

TODD MIELKE, County Administrator

March 10, 2025

Washington state is currently addressing a significant budget shortfall projected at \$15 billion over the next four years. In response, Governor Bob Ferguson has proposed a plan to reduce spending by approximately \$4 billion. This plan includes a reduction in funding for Foundational Public Health Services (FPHS), decreasing the annual allocation from \$155 million to \$133 million.

Considering the proposed reduction in funding for FPHS, Clallam County Board of County Commissioners would request from the Washington State legislators the following:

- Maintain current funding for FPHS in the state budget. FPHS provides the essential infrastructure that protects our communities from disease outbreaks, ensures emergency preparedness, and supports critical public health initiatives such as maternal health, clean water, and immunizations. Without sustained funding, Clallam County Public Health Department will struggle to maintain core services that keep our residents healthy and safe. It is essential to maintain funding for our public health system and now is not the time to scale back these critical investments. Clallam County Board of County Commissioners urges our state legislators to prioritize continued and stable funding for FPHS in the upcoming budget.
- Allow the local health jurisdictions to have greater autonomy in determining how to implement these cuts if FPHS is reduced. This approach would allow the local health jurisdiction to assess their unique community health needs and prioritize resources, ensuring that essential services remain operational despite budget constraints.
- Consider FPHS be a Block Grant that would allow the local health jurisdictions to utilize funding more broadly, allowing the local health jurisdiction the needed flexibility on funding allocation, consistent with the required framework of FPHS.

Clallam County Public Health Department has made remarkable strides in improving public health outcomes due to FPHS funding. Listed below are just some examples of FPHS funding has on our local community and the impact that it would have for Clallam County if reduced.

- One of the most impactful successes has been the significant reduction in overdose deaths, a result of our harm reduction program. Through expanded access to resources and support, we have seen a dramatic shift in the county's rankings, moving from 2nd in the state for overdose deaths to 10th.
- Clallam County Public Health responded to 44 outbreaks and worked on 444 communicable disease cases, preventing the spread of diseases and ensuring the well-being of our residents.

- Developed a weekly respiratory report to help track Flu, COVID-19, and RSV rates in the county. This proactive measure ensures that the community stays informed about trends of respiratory illness so that we can respond quickly to any emerging public health threats.
- We have greatly expanded our public communications around infectious disease prevention and health promotion. This work helped us continue to earn and maintain the trust of our citizens, who more and more look to us for accurate health information as federal sources become compromised.

Local health jurisdictions have played a pivotal role in delivering core public health services across Washington State. The FPHS framework, established to provide a consistent set of services statewide, encompasses areas such as communicable disease control, environmental public health, chronic disease prevention, maternal and child health, and access to clinical care.

Please be aware of potential disparities in public health services between regions, especially in rural areas that are facing more severe budget shortfalls than others. We need to ensure that all communities maintain a baseline level of essential services and maintain the framework that FPHS has provided. As local public health departments work to rise to the occasion to fill the gaps left by the cuts in our federal public health system, now more than ever we need your support.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias



Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493

Email: commissioners@clallamcountywa.gov

TODD MIELKE, County Administrator

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

March 10, 2025

Senator Mike Chapman
402 Legislative Building
PO Box 40424
Olympia, WA 98504

Representative Steve Tharinger
314 John L. O'Brien Building
PO Box 40600
Olympia, WA 98504

Representative Adam Bernbaum
418 John L. O'Brien Building
PO Box 40600
Olympia, WA 98504

RE: Foundational Public Health Services (FPHS)

Washington state is currently addressing a significant budget shortfall projected at \$15 billion over the next four years. In response, Governor Bob Ferguson has proposed a plan to reduce spending by approximately \$4 billion. This plan includes a reduction in funding for Foundational Public Health Services (FPHS), decreasing the annual allocation from \$155 million to \$133 million.

Considering the proposed reduction in funding for FPHS, Clallam County Board of County Commissioners would request from the Washington State legislators the following:

- Maintain current funding for FPHS in the state budget. FPHS provides the essential infrastructure that protects our communities from disease outbreaks, ensures emergency preparedness, and supports critical public health initiatives such as maternal health, clean water, and immunizations. Without sustained funding, Clallam County Public Health Department will struggle to maintain core services that keep our residents healthy and safe. It is essential to maintain funding for our public health system and now is not the time to scale back these critical investments. Clallam County Board of County Commissioners urges our state legislators to prioritize continued and stable funding for FPHS in the upcoming budget.
- Allow the local health jurisdiction to have greater autonomy in determining how to implement these cuts if FPHS is reduced or consider FPHS as a Block Grant that would allow the local health jurisdiction on funding allocation, consistent with the required framework of FPHS, to assess their unique community health needs and prioritize resources, ensuring that essential services remain operational despite budget constraints.

Clallam County Public Health Department has made remarkable strides in improving public health outcomes due to FPHS funding. Listed below are just some examples of FPHS funding has on our local community and the impact that it would have for Clallam County if reduced.

- Clallam County went from 43 fatal overdoses in 2023 to 29 in 2024 - a 33% reduction in fatalities related to substance overdose. As a result, amongst other counties, Clallam County has dropped from having the 2nd highest fatal overdose rate to the 10th.
- Clallam County Public Health responded to 44 outbreaks and worked on 444 communicable disease cases, preventing the spread of diseases and ensuring the well-being of our residents.
- Developed a weekly respiratory report to help track Flu, COVID-19, and RSV rates in the county. This proactive measure ensures that the community stays informed about trends of respiratory illness so that we can respond quickly to any emerging public health threats.
- We have greatly expanded our public communications around infectious disease prevention and health promotion. This work helped us continue to earn and maintain the trust of our citizens, who more and more look to us for accurate health information as federal sources become compromised.

Local health jurisdictions have played a pivotal role in delivering core public health services across Washington State. The FPHS framework, established to provide a consistent set of services statewide, encompasses areas such as communicable disease control, environmental public health, chronic disease prevention, maternal and child health, and access to clinical care.

Please be aware of potential disparities in public health services between regions, especially in rural areas that are facing more severe budget shortfalls than others. We need to ensure that all communities maintain a baseline level of essential services and maintain the framework that FPHS has provided. As local public health departments work to rise to the occasion to fill the gaps left by the cuts in our federal public health system, now more than ever we need your support.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

2a
MAR 11 2025



AGENDA ITEM SUMMARY

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

Department: Human Resources

WORK SESSION **Meeting Date: 3/3/25**

REGULAR AGENDA **Meeting Date: 3/11/25**

Required originals approved and attached?
Will be provided on:

Item summary:

- Call for Hearing
- Contract/Agreement/MOU - Contract # 461.25.01
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

Executive summary:

This is a continuation of the Personal Services Agreement (PSA) with Sebris Busto James (SBJ) 2017 to present, the new PSA will have the effective dates of 1/1/2025 – 12/31/2026.

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

The estimated costs for legal representation have been allocated in the 2025 Human Resources budget.

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

Please review and sign if approved.

County Official signature & print name:  Todd Mielke

Name of Employee/Stakeholder attending meeting: Todd Mielke / Tammy Sullenger

Relevant Departments: Human Resources / County-Wide

Date submitted: 2/25/25

* 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)

Sebris Busto James PSA 2025-2026
Revised: 3-04-2019



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: Sebris Busto James, (Matthew W. Lynch, Shareholder)

Address: 15375 SE 30th Place, Suite 30
Bellevue, WA 98007

Phone N^o: 425.454.4233

(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 January 2025 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2026.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of March 2025.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Matt Lynch
Matt Lynch (Feb 25, 2025 11:13 PST)

Sebris Busto James

Mike French, Chair

Print name: Matthew W. Lynch

Title: Shareholder

Date: 02/25/2025

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

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

SCOPE OF WORK

The Contractor shall provide legal counsel and representation for Clallam County, including its elected officials and other personnel, with respect to and in the course of labor negotiations with any collective bargaining units of Clallam County, as well as any other collective bargaining units either certified by the Public Employment Relations Commission (PERC) or voluntarily recognized by the County during the term of this Contract. Such representation shall be provided as requested by the Clallam County Board of County Commissioners [or the Board's authorized designee(s)] periodically, except insofar as such action of representation is inconsistent with RCW 36.32.220. The Contractor is retained pursuant to the terms of this Personal Services Agreement based, in part, on the expertise, experience, and knowledge of Matthew W. Lynch, a shareholder of the Contractor.

The services requested of the Contractor and to be provided by the Contractor may also include employment-related risk management, pre-loss legal advice, consultation, and representation if authorized by the County Administrator or the Director of Human Resources & Risk Management. Matthew W. Lynch shall, whenever possible, be the lead counsel providing legal representation to the County under the terms and obligations of this Agreement. However, Mr. Lynch shall have full discretion to delegate specific tasks to other persons employed by or engaged (e.g., experts) by his law firm.

All services provided by or through Matthew W. Lynch and/or the Sebris Busto James law firm may be directed, overseen, and/or managed collaboratively by the Clallam County Prosecuting Attorney as the statutory legal counsel for and of the County, on such basis as the Contractor, the Prosecuting Attorney, the County Administrator, and/or Human Resources Director may define and refine periodically.

The Contractor may communicate with and contact the Bullard Law Firm and/or C. Akin Blitz with respect to background information, institutional knowledge, records, documents, or other data relating to the legal representation Bullard Law Firm provided to the County prior to execution of an agreement with Sebris Busto James. The Bullard Law Firm shall comply with all reasonable requests for information, records, documents, or data that the Contractor may make of it. Nothing in this Agreement shall be deemed to be a waiver of the attorney-client privilege with respect to any information, records, documents, or data transmitted or forwarded from Bullard Law 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:

<i>Name/Position</i>	<i>Hourly Rate</i>
Jeffrey A. James	\$650
M. Edward Taylor	\$550
Darren Feider	\$550
Jillian Barron	\$525
Matthew W. Lynch	\$325
Jennifer Parda-Aldrich	\$500
Tina M. Aiken	\$475
Mara Vinnedge	\$475
Amanda Masters	\$450
Beth Tuschner	\$450
Monica Ghosh	\$400
Matthew Coughlan	\$385
Julian Cano	\$385
Katie Marchenko	\$245
April Jendresen	\$245

*2025 agreed rate for Matthew W. Lynch through email exchange 12/23/24 (Todd Mielke/Matt Lynch), 2025 billing rate was listed at \$500 per 2025 SBJ billing sheet.

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

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

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

2. AND

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

OR

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

OR

c. Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

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

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

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

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement.
 - (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

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

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

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

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.
- In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

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

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name: Todd Mielke

Title: County Administrator

Address: 223 E 4th Street, Suite 16, Port Angeles, WA 98362

Telephone: 360.565.2670

E-mail: todd.mielke@clallamcountywa.gov

Fax: 360.417.2550

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
 - \$1,000,000 aggregate
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY** with an Extended Reporting Period Endorsement (two year tail) \$ per occurrence
- WORKERS COMPENSATION:** Statutory amount

Personal Services Agreement (Generic)

Final Audit Report

2025-02-25

Created:	2025-02-25
By:	Tammy Sullenger (tammy.sullenger@clallamcountywa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-QEY7viCicZFoOQXcGL2ESjr-ULQM-9I

"Personal Services Agreement (Generic)" History

-  Document created by Tammy Sullenger (tammy.sullenger@clallamcountywa.gov)
2025-02-25 - 5:04:07 PM GMT
-  Document emailed to Matt Lynch (mlynch@sebrisbusto.com) for signature
2025-02-25 - 5:04:11 PM GMT
-  Email viewed by Matt Lynch (mlynch@sebrisbusto.com)
2025-02-25 - 7:12:19 PM GMT
-  Document e-signed by Matt Lynch (mlynch@sebrisbusto.com)
Signature Date: 2025-02-25 - 7:13:50 PM GMT - Time Source: server
-  Agreement completed.
2025-02-25 - 7:13:50 PM GMT

2b



AGENDA ITEM SUMMARY MAR 11 2025
(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Juvenile Services

WORK SESSION Meeting Date: 03/03/2025

REGULAR AGENDA Meeting Date: 03/11/2025

Required originals approved and attached?
Will be provided on:

Item summary:

- Call for Hearing
- Contract/Agreement/MOU Contract #851.25.004
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other Discussion only

Documents exempt from public disclosure attached:

Executive summary: Agreement between Community Health Plan of Washington and Clallam County DBA True Star Behavioral Health Services to provide behavioral health services and other health care related services.

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

No budget change necessary.

Recommended action: Request the BOCC review approve the attached agreement.

County Official signature & print name: Jody Jacobsen 

Name of Employee/Stakeholder attending meeting: Jody Jacobson/Cynthia Hanson

Relevant Departments: Sheriff/Brian King, Don Wenzl, Rich Meier

Date submitted: 02/21/2025

* 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)

**COMMUNITY HEALTH PLAN OF WASHINGTON
PROVIDER AGREEMENT**

This Agreement (“Agreement”) is made by and between **Community Health Plan of Washington** (“CHPW”), a not for profit Washington Corporation, and **Clallam County DBA True Star Behavioral Health Services** (“Contractor”) and is effective _____ (“Effective Date”).

RECITALS

- A. Community Health Plan of Washington (“CHPW”) is a 501(c)(4) tax exempt entity, accredited by the National Committee on Quality Assurance (“NCQA”) and certified as a health care services contractor, organized and operating under the laws of the State of Washington to provide or arrange for provision of covered health care services to individuals enrolled in its Benefit Plans (“Members”);
- B. CHPW arranges for provision of covered health services to Members pursuant to its contracts with state and federal agencies, including Washington State Health Care Authority (“HCA”), and Centers for Medicare and Medicaid Services (“CMS”), that sponsor various health programs (collectively, “state and federal sponsored health programs”);
- C. Contractor has employed or contracted with duly licensed providers of health care services located in the State(s) in which it provides health care services and has met CHPW’s criteria to be a provider of health care services for Members; and
- D. CHPW desires to contract with Contractor to provide Covered Services to Members pursuant to this Agreement and CHPW Benefit Plans, and Contractor desires to contract with CHPW to provide such services. This Agreement is written in compliance with 42 CFR 434.6.

NOW, THEREFORE, in consideration of the recitals, mutual promises, covenants, and agreements set forth herein, both parties agree as follows:

AGREEMENT

1. DEFINITIONS

The following definitions shall apply to this Agreement, except to the extent that they may be superseded by definitions that are specific to a particular health benefit plan on the applicable Benefit Plan Exhibit in Exhibit B and/or available at www.CHPW.org.

- 1.1 “Agreement” means this Provider Agreement, entered into between CHPW and Contractor, with all amendments, schedules and exhibits hereto.
- 1.2 “Benefit Plan” means a healthcare benefit product, defined by the applicable plan sponsor, which is offered or administered by CHPW for the payment of Covered Services provided to Members, including without limitation state and federal sponsored health programs. Each Benefit Plan is governed by one or more Benefit Plan Exhibits as indicated on Exhibit B.
- 1.3 “CHPW Health Benefit Exchange Product” (also referred to as “the CHPW Exchange Product” or “CHPW HBE Product”) means those health benefit programs offered and sold by CHPW to individuals or groups who obtain health coverage through the Washington Health Benefit Exchange.
- 1.4 “Clean Claim” means a reimbursement claim for provision of Covered Services submitted by Contractor to CHPW that is (i) in the form required by CHPW, (ii) complies with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Administrative Simplification for Electronic Data Interface, and (iii) has no defect or impropriety that may prevent timely or accurate payment of the claim such as failure to include necessary substantiating documentation, encounter data or documentation of particular circumstances requiring special treatment.
- 1.5 “Contracted Participating Provider” is an individual or entity that is a duly licensed, certified or registered health care provider, is employed or subcontracted by or otherwise associated with Contractor, and who, upon credentialing by CHPW, becomes a Participating Provider.
- 1.6 “Copayments, Coinsurance and Deductibles” (also referred to as “Cost Sharing”) are payments a Member may be required to make to Contractor in accordance with the conditions of the Member’s Benefit Plan.
- 1.7 “Covered Services” are the Medically Necessary health care services that are reimbursable under a Member’s Benefit Plan.
- 1.8 “Critical Incident” means a situation or occurrence that places a Member at risk for potential harm or causes harm to a Member. Examples include homicide (attempted or completed), suicide (attempted or completed), the unexpected death of a Member, or the abuse, neglect, or exploitation of a Member by an employee or volunteer.
- 1.9 “Emergency Medical Condition” means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain), such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (i) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in

serious jeopardy, (ii) serious impairment to bodily functions, or (iii) serious dysfunction of any bodily organ or part.

- 1.10** “Emergency Services” means inpatient and outpatient services furnished by a provider qualified to furnish the services needed to evaluate or stabilize an Emergency Medical Condition.
- 1.11** “Health Benefit Exchange” (also referred to as “the Exchange” or “HBE”) means the Washington health benefit exchange established in RCW 43.71.020, et seq., the Health Benefit Exchange Act and regulated by the Washington State Office of the Insurance Commissioner (“OIC”).
- 1.12** “Individual with Special Health Care Needs” (“ISHCN”) means a Member who meets the diagnostic and risk score criteria for Health Home Services, or is a child with special health care needs, or has a chronic or disabling condition that: (i) has a biologic, psychologic, or cognitive basis; (ii) is likely to continue for more than one year; and (iii) causes either significant limitation in areas of physical, cognitive, or emotional functions, or dependency on medical or assistive devices to minimize limitations of function or activities.
- 1.13** “Medically Necessary” means a service or supply which meets all of the following criteria:
- 1.13.1 is consistent with the symptoms or diagnosis and treatment of the Member’s condition;
 - 1.13.2 is the most appropriate supply or level of service that is essential to the Member’s needs and meets the recognized standards of medical care;
 - 1.13.3 when applied to a Member inpatient, cannot be safely provided to the Member in a less restrictive setting;
 - 1.13.4 is not experimental or investigative;
 - 1.13.5 is consistent with good medical practice;
 - 1.13.6 is not provided primarily for the convenience of the Member, Contractor or Contracted Participating Provider; and
 - 1.13.7 is the most cost-effective of the alternative levels of service or supplies that are adequate and available.
- 1.14** “Member” is an individual enrolled in a Benefit Plan, who is entitled to receive Covered Services pursuant to that Benefit Plan.
- 1.15** “Non-Participating Provider” means a professional health care provider, facility, or legal entity that does not have a written agreement with CHPW to participate in CHPW’s Provider Network and has not been credentialed by CHPW but may provide health care services to Members upon referral and prior authorization.

- 1.16 “Participating Provider” means an individual healthcare practitioner or entity that is duly licensed, certified, and/or registered by the appropriate state or other governmental board or agency, is credentialed by CHPW or its delegate, and under a written agreement with CHPW that is current at the time Covered Services are rendered. Participating Providers are collectively referred to as CHPW’s “Provider Network”.
- 1.17 “Primary Care Provider” or “PCP” means a Participating Provider who is responsible for (i) providing primary health care, (ii) initiating referrals for specialist and inpatient care, and (iii) supervising, coordinating and maintaining continuity of Members’ health care.
- 1.18 “*Provider Manual*” refers to applicable CHPW manuals, policies and procedures, and documents, as periodically revised, including those that refer to Program Integrity requirements, credentialing, utilization management, prior authorization requirements, claims, and encounter submission, payment, drug formulary, and Participating Provider lists. The *Provider Manual* and associated information are available to Contractor online through www.CHPW.org.
- 1.19 “Provider Preventable Condition” is an umbrella term for acquired conditions (hospital and nonhospital) identified by the HCA for nonpayment to ensure the high quality of medical services provided to Apple Health enrollees. Provider Preventable Condition(s) includes Other Provider Preventable Conditions and Health Care-Acquired Conditions, as those terms are defined in WAC 182-502-0022.
- 1.20 “Service Area” means those geographic areas in which CHPW is contracted to provide Covered Services to Members.
- 1.21 “Urgently Needed Services” means Covered Services, other than Emergency Services, that are provided without a written referral when a Member is experiencing an Urgent Medical Condition and is either (i) temporarily absent from CHPW’s Service Area or CHPW’s Provider Network is temporarily unavailable or inaccessible, or (ii) when it is unreasonable, under the circumstances, for the Member to obtain such services through CHPW Participating Providers.
- 1.22 “Urgent Medical Condition” means a medical or behavioral health condition manifesting itself by acute symptoms of sufficient severity such that if services are not received within 24 hours of the request, the individual’s situation is likely to deteriorate to the point that Emergency Services are necessary.
- 1.23 **Additional Definitions.** Additional definitions pertinent to CHPW’s state sponsored health benefit plans are available at www.CHPW.org.

2. OBLIGATIONS OF CONTRACTOR

2.1 Engagement. CHPW hereby engages Contractor to participate in CHPW’s Provider Network, and Contractor hereby accepts such engagement pursuant to the terms and conditions hereunder.

2.2 Contractor and Contracted Participating Providers, Licenses and Credentialing.

2.2.1 Contractor shall select each individual Contracted Participating Provider in accordance with Contractor's written procedures, which shall include consideration of the individual's professional qualifications, experience, and ability to deliver efficient, effective health care services to Members. Each Contracted Participating Provider who provides Covered Services to Medicare Advantage Members must be a Certified Medicare Provider.

2.2.2 Contractor shall cooperate and comply with CHPW credentialing criteria and verification procedures for Participating Providers. Contractor represents and warrants that each of its Contracted Participating Providers is fully qualified and duly licensed and/or certified by the appropriate state or other governmental board or agency to provide healthcare services within the scope of the Contracted Participating Provider's license. Contractor and Contracted Participating Providers shall maintain such license(s) and/or certification(s) in good standing. Contractor will provide prompt written notice to CHPW of any changes in the license or certification of any of its Contracted Participating Providers, any legal or governmental action, or any other situation which may adversely impair the Contracted Participating Provider's ability to provide Covered Services to Members pursuant to this Agreement, in no case longer than five (5) days after Contractor becoming aware of any such circumstances.

2.2.3 Contractor shall provide an accurate list of Contracted Participating Providers with status designations as "employed by Contractor" or "subcontracted with Contractor" in Exhibit A. Contractor shall promptly notify CHPW in writing of changes in its list of Contracted Participating Providers and/or their status designations by providing a revised Exhibit A in accordance with the procedures outlined in the *Provider Manual*, and in no case more than thirty (30) days after a change becomes effective.

2.2.4 Contractor shall orient Contracted Participating Providers, employees and subcontractors to the applicable terms of this Agreement, the *Provider Manual*, and to other areas specifically designated by CHPW, including Member rights, marketing, enrollment and disenrollment procedures, risk management, customer service, claims preparation and authorizations, hospital admission notification and certification, transfer and discharge procedures.

2.2.5 In performing its duties hereunder, Contractor shall require its Contracted Participating Providers to comply with all applicable terms of this Agreement and the Benefit Plans listed on Exhibit B, and applicable requirements of the *Provider Manual*, as amended by CHPW from time to time at its sole discretion.

2.2.6 Contractor shall ensure that Contracted Participating Providers participate in continuing education programs required by law. Contractor shall participate in and cooperate with CHPW's education and training programs for Contracted Participating Providers and for Members.

2.2.7 CHPW may terminate a Contracted Participating Provider's participation upon thirty (30) days' notice to Contractor due to a violation of the terms of this Agreement, and immediately upon a Contracted Participating Provider's failure to maintain compliance with CHPW's credentialing requirements. A Contracted Participating Provider's exercise of any rights they may possess to appeal such termination shall not change the effective date of such termination.

2.2.8 Contractor represents and warrants that neither it nor its Contracted Participating Providers is or has been excluded from participation in any state or federally funded health care program, including Medicare and Medicaid. Contractor shall promptly notify CHPW of any threatened, proposed, or actual exclusion of Contractor, a key employee or a Contracted Participating Provider from any state or federally funded health care program.

2.2.9 Contractor shall have and maintain for the term of this Agreement all necessary licenses, certifications, permits, and other permissions required by law for the performance of its obligations hereunder. Contractor shall notify CHPW immediately in the event of a change in the status of Contractor's required licenses, certifications, or other required permissions. Contractor's loss or suspension of licensure or its exclusion from any federally funded health care program, including Medicare and Medicaid, shall constitute cause for immediate termination pursuant to Section 6.2 of this Agreement.

2.3 Services.

2.3.1 Contractor has service locations and Contracted Participating Providers listed on Exhibit A attached hereto. Subject to Section 2.4.7, Contractor shall notify CHPW in writing within sixty (60) days of changes in its list of locations, Contracted Participating Providers and their status as employees or subcontractors. The process for updating Exhibit A is contained in the *Provider Manual*.

2.3.2 Contractor shall provide or arrange for provision of efficient and effective Covered Services through its Contracted Participating Providers to Members of those Benefit Plans identified on Exhibit B. Covered Services shall be Medically Necessary and appropriate to each Member's clinical condition in accordance with the *Provider Manual*, industry standards, accreditation requirements, and applicable state and federal laws and regulations.

2.3.3 Contractor shall participate in and cooperate with CHPW's education and training programs for Participating Providers and for Members.

2.3.4 Contractor shall provide all Covered Services hereunder to Members in the same manner and timeliness as such services are made available to non-Members, without regard to an individual's participation in private health care coverage or in a publicly funded Benefit Plan, in accordance with this Agreement and industry standards.

2.3.5 Before providing Covered Services, other than screening and treatment for Emergency Medical Conditions, Contractor shall verify each Member's eligibility either electronically at www.CHPW.org, as set forth in the *Provider Manual*, or by calling CHPW's Customer Service Department at the telephone number printed on the back of Member's CHPW identification card.

2.3.6 Contractor shall not delegate the provision of Covered Services without CHPW's prior written approval. To the extent Contractor subcontracts provision of any Covered Services, such subcontracts shall be in writing and include a requirement for compliance with all provisions of this Agreement, including without limitation the credentialing, insurance and hold harmless sections.

2.3.7 If Contractor provides primary care services, Contractor shall assure that each Member is assigned to a PCP Participating Provider.

2.3.7.1 In consultation with other appropriate health care professionals such as care managers, community health workers or community-based care managers, PCPs shall provide, coordinate, and supervise health care to meet the needs of each Member, including initiation and coordination of referrals for medically necessary specialty care.

2.3.7.2 In consultation with other appropriate health care professionals, PCPs shall assess and develop individualized treatment plans for Members meeting the definition of an Individual with Special Health Care Needs. Such treatment plans shall ensure the integration of appropriate clinical and non-clinical disciplines and services in the overall plan of care.

2.3.8 Each Contracted Participating Provider shall exercise independent medical judgment and control over his/her professional services. Nothing herein shall give CHPW authority over Contracted Participating Provider's medical judgment or direct the means by which s/he practices within the scope of his/her licensed, certified, and/or registered practice.

2.3.9 Each Participating Provider is responsible for their relationship with each Member the Participating Provider treats, and for the quality of health care services provided to Members. Contractor shall be solely responsible to each Member for medical care provided.

2.3.10 Contractor shall assist CHPW with the transfer of any Member who has selected a Contracted Participating Provider and is receiving Emergency Services or other authorized care from a non-participating facility to a participating facility at which the Contracted Participating Provider or another suitable Participating Provider has admitting privileges in accordance with the CHPW Medical Director's determination of the medical acceptability of such transfer.

2.3.11 To the extent that Contractor's PCPs have capacity, Contractor's PCPs shall accept enrollment of any Member at CHPW's request. Contractors providing primary care services may close enrollment of new Members due to lack of capacity, after providing forty-five (45) days written notice to CHPW and with written approval from CHPW, which shall not be unreasonably withheld. Contractor's enrollment of Members shall not be closed if enrollment remains open to other plans or lines of business.

2.3.12 Contractor shall cooperate with, participate in, and provide information and data necessary to support, CHPW's Care Coordination activities and to meet HCA care coordination obligations.

2.3.13 Critical Incident Reporting. Contractor shall provide immediate notification to CHPW of any Critical Incident involving a Member. Notification shall be made during the business day on which Contractor becomes aware of the Critical Incident. If Contractor becomes aware of a Critical Incident involving a Member after business hours, Contractor shall provide notice to CHPW as soon as possible the next business day. Contractor shall provide to CHPW all available information related to a Critical Incident at the time of notification, including: a description of the event, including the date and time of the incident, the incident location, incident type, information about the individuals involved in the incident and the nature of their

involvement, the Member's or other involved individuals' service history with Contractor, steps taken by Contractor to minimize potential or actual harm, and any legally required notification made by Contractor. Upon CHPW's request and as additional information becomes available, Contractor shall update the information provided to CHPW regarding the Critical Incident and, if requested by CHPW, Contractor shall prepare a written report regarding the Critical Incident, including any actions taken in response to the incident, the purpose for which such actions were taken, any implications to Contractor's delivery system, and efforts designed to prevent or lessen the possibility of future similar incidents.

2.3.14 Discharge Planning Services. If Contractor provides Covered Services in twenty-four (24) hour care settings, Contractor must provide discharge planning services, which shall include, at a minimum:

2.3.14.1 Coordination of a community-based discharge plan for each Member, beginning at intake, and regardless of length of stay or whether the Member completes treatment;

2.3.14.2 Coordination of information with the referring entity, including ensuring the exchange of assessment, admission, treatment progress, and continuing care information, where applicable. Contact with the referring entity must be made within the first week of residential treatment, where applicable;

2.3.14.3 As applicable, establishment of referral relationships with assessment entities, outpatient providers, vocational or employment services, and courts, which specify aftercare expectations and services, including procedure(s) for involvement of entities making referrals in treatment activities;

2.3.14.4 As applicable, coordination with appropriate community resources and services, including, for example, DBHR prevention services, vocational services, services available through the DSHS Children's and Economic Services Administrations, and/or housing services and supports; and

2.3.14.5 Coordination of medical services, as needed, for eligible Members.

2.3.15 Behavioral Health Screening and Assessment. If Contractor provides Behavioral Health services, Contractor shall utilize the Global Appraisal of Individual Needs-Short Screener (GAIN-SS) and assessment process, including use of the quadrant placement. If the results of the GAIN-SS are indicative of the presence of a co-occurring disorder, Contractor shall consider this information in the development of the Member's treatment plan, including appropriate referrals. In addition, Contractor shall implement, and maintain throughout the term of this Agreement, the Integrated Co-Occurring Disorder Screening and Assessment process, including training for applicable staff. If Contractor fails to implement or maintain this process, CHPW shall require and monitor Contractor's compliance with a corrective action plan designed to ensure compliance with the requirements of this Section.

2.4 Member Access to Services.

2.4.1 Contractor shall provide Members with access to Covered Services on the same basis as such services are made available to individuals who are not Members.

2.4.2 A PCP Participating Provider must provide Members with 24-hour-a-day, seven-days-a-week access by phone to a health care professional for the purpose of rendering medical advice concerning emergent, urgent or routine medical conditions, and for authorizing Emergency Medical Services and out of area urgent care services. Such advice shall be provided by a health care professional licensed to practice independently or a physician's assistant.

2.4.3 A specialty care Participating Provider must provide Members with 24-hour-a-day, seven-days-a-week access by phone to a health care professional for the purpose of rendering medical advice concerning emergent, urgent or routine medical conditions. Such advice shall be provided by a health care professional licensed to practice independently or a physician's assistant

2.4.4 Contractor shall maintain an appointment system for Members' prompt access to health care in compliance with the following appointment wait time standards:

- To the extent applicable, transitional healthcare by a PCP available for clinical assessment and care planning within seven (7) calendar days of discharge from inpatient or institutional care for physical or behavioral health disorders or discharge from a substance use disorder treatment program.
- To the extent applicable, transitional health care by a home care nurse or home care registered counselor within seven (7) calendar days of discharge from inpatient or institutional care for physical or behavioral health disorders or discharge from a substance use disorder treatment program, if ordered by a Member's PCP or as part of the discharge plan.
- Non-symptomatic (i.e., preventative care) – 30 calendar days.
- Non-urgent, symptomatic (i.e., routine care) – 10 calendar days.
- Urgent – 24 hours.
- Emergency care access – 24/7 provided at area Hospital Emergency Departments.

In the event that CMS, HCA, or another applicable state or federal authority, enact more stringent appointment wait time standards, Contractor shall adopt and abide by the most stringent standard(s) applicable for all CHPW Members. CHPW shall monitor Contractor's compliance with applicable appointment wait time standards and may take corrective action in the event Contractor fails to comply.

2.4.5 At least annually and upon CHPW request, Contractor shall provide to CHPW a report on its capacity for additional primary care enrollment or capacity to provide specialty Services.

2.4.6 Contractor shall provide CHPW at least one hundred twenty (120) calendar days written notice before Contractor, any Contractor location, or any Contracted Participating Provider ceases providing Covered Services to Members.

2.4.7 If a Contracted Participating Provider's participation with CHPW is discontinued by either party, Members undergoing an active course of treatment (including treatment for second or third trimester pregnancy and postpartum care) with a terminated Contracted Participating Provider, shall be given the option to continue such treatment with the terminated Contracted Participating Provider for ninety (90) days following the effective date of the Contracted Participating Provider's termination or completion of the active course of treatment, whichever occurs first. A Member who is receiving inpatient care on the effective date of Contracted Participating Provider's termination shall continue receiving Services from the terminated Contracted Participating Provider until the Member has been discharged from inpatient treatment or transferred to another Participating Provider. CHPW shall reimburse Contractor in accordance with the reimbursement rate provided herein for any Covered Services rendered in accordance with this Section after the effective termination date. Contractor shall work with the terminating Contracted Participating Provider and impacted Member(s) to develop a reasonable transition plan. This Section 2.4.7 shall not apply to Contracted Participating Providers terminated for incompetence, unprofessional conduct, or loss of license or exclusion from Medicare or Medicaid.

2.4.8 Termination of Contracted Primary Care Provider(s). CHPW shall provide written notice to each Member affected by the termination or cessation of practice of the Member's Contracted PCP at least thirty (30) calendar days prior to the effective date of such termination or cessation. Such notice shall include the PCP's name, effective date of termination, the procedure for selecting another PCP, and an offer to assist the Member to select a new PCP.

2.4.9 Termination of Contracted Specialty Care Provider or Specialty Group. Contracted specialty groups and individual specialists shall provide timely written notice to Members of pending termination or cessation of their practice. Notwithstanding the foregoing, CHPW shall be responsible to notify in writing each Member affected by termination or cessation of a specialty group's or individual specialist's practice. CHPW shall provide such notice to affected Members prior to the effective date of such termination or cessation of practice.

2.4.10 Contractor shall give CHPW at least ninety (90) calendar days written notice before opening any additional sites or satellite facilities that are not currently listed on Exhibit A. Within sixty (60) calendar days of receiving the notice, CHPW shall approve or disapprove in writing the use of such locations for providing Covered Services to Members.

2.4.11 CHPW will monitor Member access to and availability of Contracted Participating Providers and inform Contractor of significant concerns and Member complaints about access to or availability of Covered Services. If a CHPW access study shows excessive Member wait times for appointments, CHPW may suspend further enrollment or referrals of Members with Contractor until capacity improves and another access study shows acceptable wait times.

2.5 Member Rights.

2.5.1 Contractor and Contracted Participating Providers shall in all instances obtain informed consent prior to treatment.

2.5.1.1 Without regard to Benefit Plan limitations or cost, Contractor and Contracted Participating Providers shall communicate freely and openly with Members (i) about their health status, and treatment alternatives (including

medication treatment options); (ii) about their rights to participate in treatment decisions (including refusing treatment); and (iii) providing them with relevant information to assist them in making informed decisions about their health care.

2.5.1.2 If applicable, Contractor shall assure that all sterilizations and hysterectomies performed for Members are in compliance with 42 CFR 441 Subpart F, and that the Washington State Health Care Authority (“HCA”) Sterilization Consent form HCA 13-364 or its equivalent is used. No payment shall be made under state sponsored Benefit Plans for sterilization procedures and hysterectomies that do not comply with the requirements of this paragraph.

2.5.1.3 Contractor shall comply with the Natural Death Act, HCA, CMS and other applicable rules concerning advance directives and, when appropriate, inform Members or their representatives of their right to make anatomical gifts. Contractor shall assure that the existence of an Advanced Directive is documented in each Member’s record in compliance with the Patient Self-Determination Act of 1990.

2.5.2 Contractor shall provide care in a culturally competent manner and shall provide or arrange for interpretive services for each Member who is hearing impaired, or whose oral or written language creates a barrier to access, for all contacts between Contractor and Member including appointments for provision of Covered Services, emergent and urgent services, telephone contacts, and assistance with all steps necessary to file Member complaints and appeals. Contractor shall assure that all generally available written materials provided to Members are developed at the 6th grade reading level, translated into the Member’s primary reading language, or audibly in the Member’s primary language or provided in an alternative medium or format acceptable to the Member and approved by CHPW.

2.6 Utilization Review and Quality Assurance.

2.6.1 Contractor shall maintain a quality improvement system (i) tailored to the nature and types of Covered Services provided hereunder, (ii) which affords quality control for health care provided, including Covered Services, and (iii) provides for free exchange of information between CHPW and Contractor.

2.6.2 Contractor shall comply with, and cooperate and participate in, utilization review, applicable Performance Improvement Projects (“PIPs”) and PIP requirements, quality improvement, quality assurance programs, necessity of care evaluations, coordination of benefit activities, health care coding reviews and cost containment activities, as set forth in the *Provider Manual* and as CHPW deems necessary, including concurrent and retrospective reviews, audits and/or reviews by independent quality improvement organizations and accreditation agencies.

2.6.2.1 Contractor shall cooperate with CHPW’s collection, production and distribution of comparative data for quality assurance and utilization review. CHPW may use such data regarding Contractor and its Contracted Participating Providers’ performance in activities such as quality improvement, public reporting to consumers, preferred status designations and other activities that promote transparency to consumers and Members.

2.6.2.2 Contractor shall cooperate and communicate freely with CHPW regarding quality issues and notify CHPW of any Member's medical situation or special health care needs that may benefit from case management in accordance with the conditions of the Members' Benefit Plans and the *Provider Manual*.

2.7 Member Complaint Procedures. Contractor shall cooperate and comply with CHPW's Member complaint and appeals procedures as set forth in the *Provider Manual*, for resolution of any Member complaints or appeals that may arise from Contractor's provision of services, or CHPW's denial of coverage, under this Agreement. Contractor shall notify CHPW of Member complaint or appeal that it receives and the subsequent resolution. Contractor shall cooperate with CHPW in the investigation and resolution of Member complaints or appeals received by CHPW regarding Contractor or a Contracted Participating Provider's provision of services.

2.8 Record Keeping and Access. Contractor shall prepare, maintain, and retain accurate Member health records including appropriate medical, administrative and financial records related to this Agreement and to Covered Services provided hereunder in accordance with the *Provider Manual*, industry standards, applicable state and federal sponsored health programs, and applicable federal and state statutes and regulations. Such records shall be maintained for the maximum period required by federal or state law as set forth in Section 5.5, below. CHPW shall have continued access to Contractor's records necessary for CHPW to perform its obligations hereunder, to administer its Benefit Plans, and to comply with federal or state law or regulations and applicable accreditation requirements. CHPW prefers electronic copies of such information, data and records, but Contractor may provide hard copies at its own expense.

2.9 Member Copayments, Coinsurance, Deductibles.

2.9.1 Contractor shall collect and may retain Member Cost Sharing amounts authorized under the applicable Member's Benefit Plan for Covered Services.

2.9.2 Copayments that Contractor charges a Member hereunder shall not exceed the actual cost of providing the associated Covered Services.

2.9.3 Members enrolled in a CHPW Medicare Advantage Special Needs Plan and for whom a state provides coverage ("Dual Eligible Enrollees") will not be required to pay any Cost Sharing Amounts for Services covered by Medicare Parts A or B, when the applicable state Medicaid Program is required to pay.

2.9.3.1 In lieu of collecting such Cost Sharing Amounts under the Medicare Advantage Benefit Plan, Contractor may either (i) bill such Cost Sharing Amounts to the appropriate state Medicaid source, or (ii) forego collecting Cost Sharing Amounts and accept the Medicare Advantage Benefit Plan reimbursement as payment in full.

2.9.3.2 Contractor may determine that a Member is a Dual Eligible Enrollee by reviewing plan information on the Member's ID card, or through CHPW's electronic provider portal(s).

2.10 Non-Covered Services. Contractor and Contracted Participating Providers shall notify Members of their personal financial obligations for non-Covered Services before rendering such

services. Contractor and Contracted Participating Providers shall not bill a Member for non-Covered Services unless the Member has, prior to the provision of non-Covered Services, signed a written acknowledgement and acceptance of financial responsibility after full written disclosure of (i) Contractor's intent to bill Member for non-Covered Services, and (ii) the non-liability of CHPW for such non-Covered Services.

2.11 Hold Harmless and Insolvency.

2.11.1 In no event, including, but not limited, to non-payment by CHPW, CHPW insolvency, or breach of this Agreement, shall Contractor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member, a person acting on a Member's behalf, or HCA for Services provided under this Agreement. This provision shall not prohibit Contractor's collection of copayments, coinsurance and deductibles, or fees for non-covered services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits, from a Member in accordance with the terms of Member's Benefit Plan.

2.11.2 In the event of CHPW's insolvency, Contractor shall continue to provide the Services promised under this Agreement to Members for the duration of the period for which premiums on behalf of Members were paid to CHPW or until Member is discharged from inpatient facilities, whichever time is greater.

2.11.3 Notwithstanding any other provision herein, nothing in this Agreement shall be construed to modify the rights and benefits contained in a Member's Benefit Plan.

2.11.4 Contractor may not bill Members for Covered Services (except for copayments, coinsurance and deductibles) when CHPW denies payment because Contractor failed to comply with the terms of this Agreement.

2.11.5 If Contractor contracts with other care providers who are not Participating Providers, and who agree to provide Covered Services to Members with the expectation of receiving payment directly or indirectly from CHPW, such providers must agree in writing to abide by the provisions of this Section 2.11.

2.11.6 Contractor further agrees that this Section 2.11 shall survive termination of this Agreement regardless of the cause giving rise to such termination, and shall be construed to be for the benefit of CHPW Members. This provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Contractor and Members or persons acting on a Member's behalf.

2.11.7 If Contractor willfully collects or attempts to collect an amount from a Member under any of the provisions outlined above, the act will constitute a class C felony under RCW 48.80.030(5).

2.12 Referrals and Authorizations.

2.12.1 Contractor shall not refer a Member to a Non-Participating Provider without prior written authorization from CHPW, except when necessary in the case of Emergency Services or

Urgently Needed Services. Contractor must notify CHPW of referrals for Emergency Services or Urgently Needed Services by the next business day.

2.12.2 Contractor shall cooperate and comply with prior authorization, hospital admission and certification procedures required by the then current *Provider Manual*.

2.12.3 Consistent with applicable law and the *Provider Manual*, Contractor shall use best efforts to refer Members to other Participating Providers for appropriate, Medically Necessary Covered Services when such Services are not available from Contractor.

2.12.4 To the extent that Contractor is billing for pharmacy claims, Contractor shall be subject to the *Provider Manual* terms with regard to prior authorization procedures including policies regarding emergency fill authorizations.

2.13 Insurance Requirements.

2.13.1 Contractor shall maintain the insurance coverage limits set forth below, to cover all of Contractor's Services under this Agreement, in the minimum amounts specified in this Section, except as otherwise agreed:

2.13.2 Parties understand and agree Provider is self-insured and a member of a liability pool which includes coverage for professional liability, among other categories of coverage, in adequate quantity to protect against legal liability arising out of contract activities. Provider shall provide evidence of its status as a self-insured entity meeting these requirements within fifteen (15) calendar days of the execution of this Agreement. Upon request, Provider shall describe its financial condition and the self-insured / liability pool funding mechanism. No additional insureds need be named under the self-insurance / liability pool coverage policies as said policies prohibit the Grantee from naming third parties as additional insureds. Provider shall give thirty (30) calendar days' advance notice of any self-insurance or liability pool cancellation or non-renewal.

2.13.2.1 Other usual or customary insurance coverage, or an equivalent program of self-insurance, applicable to the work being performed and the Services Contractor provides under this Agreement, and acceptable to CHPW.

2.13.3 By requiring insurance herein, CHPW does not represent that coverage and limits will necessarily be adequate to protect Contractor. Such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to CHPW herein.

2.13.4 All policies maintained by Contractor shall be primary with respect to any insurance maintained by CHPW. Failure to maintain the required insurance constitutes cause for termination of the Agreement.

2.13.5 The requirements of this Section 2.13 shall survive termination or expiration of this Agreement.

2.14 Administrative Matters. In performing its duties hereunder, Contractor shall comply, and require its Contracted Participating Providers to comply, with applicable requirements of the *Provider Manual* that CHPW may amend from time to time at its sole discretion. Without limiting the generality of the foregoing:

2.14.1 Contractor shall comply with RCW 48.135 concerning Insurance Fraud Reporting and notify CHPW's Compliance Department of all incidents or occasions of suspected fraud, waste or abuse involving Services provided to a Member. Contractor shall report a suspected incident of fraud, waste or abuse, including a credible allegation of fraud, within five (5) business days of the date Contractor first becomes aware of, or is on notice of, such activity. The obligation to report suspected fraud, waste or abuse shall apply whether the suspected conduct was perpetrated by Contractor, Contractor's employee, agent, or subcontractor, or Member. Contractor shall establish policies and procedures for identifying, investigating, and taking appropriate corrective action against suspected fraud, waste or abuse. Upon request by CHPW or the State, Contractor shall confer with the appropriate State agency prior to or during any investigation into suspected fraud, waste or abuse. For purposes of this section, the terms fraud and abuse shall have the same meaning as provided for in 42 CFR §455.2.

2.14.1.1 CHPW shall not penalize Contractor because Contractor, in good faith, reports to state or federal authorities any act or practice by the health carrier that jeopardizes patient health or welfare or that may violate state or federal law.

2.14.1.2 Contractor will maintain policies and procedures that require its managers, officers, and directors, who are involved in work that relates to Members, to complete and sign a Conflict of Interest Statement upon hiring or appointment, and annually thereafter, and to report potential conflicts of interest that may arise.¹

2.15 Audio Only Telemedicine. In accordance with Washington state law, if a provider intends to bill a patient or CHPW for an audio-only telemedicine service, the provider must obtain the patient's consent for the billing in advance of the service being delivered. A provider's failure to obtain such consent may result in disciplinary action against the provider. Providers must also have an "established relationship" with the patient to bill for audio-only telemedicine services.

2.15.1 For purposes of this Section, "established relationship" means the provider providing audio-only telemedicine has access to sufficient health records to ensure safe, effective, and appropriate care services, and:

2.15.1.1 The covered person has had, within the past three years, at least one in-person appointment, or at least one real-time interactive appointment using both audio and video technology, with the provider providing audio-only telemedicine or with a provider employed at the same medical group, at the same clinic, or by the same integrated delivery system operated by a carrier licensed under chapter 48.44 or 48.46 RCW as the provider providing audio-only telemedicine; or

¹ A conflict of interest may arise if a person or a member of his/her family has an existing or potential interest or relationship that impairs or appears to impair the person's independent judgment.

- 2.15.1.2 The covered person was referred to the provider providing audio-only telemedicine by another provider who has had, within the past three years, at least one in-person appointment, or at least one real-time interactive appointment using both audio and video technology, with the covered person and has provided relevant medical information to the provider providing audio-only telemedicine.

3. OBLIGATIONS OF CHPW

- 3.1 **Reimbursement.** CHPW shall reimburse Contractor for Covered Services it has provided to Members in accordance with this Agreement, the *Provider Manual*, and applicable state and federal law, regulation, guidance and instruction.
- 3.2 **Eligibility.** CHPW or its designee shall confirm a Member's eligibility for Covered Services upon Contractor's request.
- 3.3 **Identification Cards.** CHPW shall provide an identification card to each Member. The card will display status of membership with CHPW, Member's name, Benefit Plan identification number, name of Primary Care Clinic, copayment amounts, telephone number for prior approval authorization requests and notifications, and the claims address.
- 3.4 **Data Requirements.** CHPW shall provide Contractor with claim, encounter, and referral format requirements.
- 3.5 **CHPW Insurance Coverage.** CHPW shall maintain general comprehensive liability insurance in the amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate and will provide Contractor evidence of such coverage upon request.
- 3.6 **Provider Manual.**
 - 3.6.1 CHPW shall maintain and make accessible to Contractor its *Provider Manual* and associated information, policies and procedures, on its website, www.CHPW.org. The *Provider Manual* covers topics such as utilization review, general benefits information, quality assessment and improvement programs, credentialing, grievance procedures, billing and data reporting requirements, reimbursement terms and other relevant information.
 - 3.6.2 CHPW may revise and update the Provider Manual from time to time. CHPW will provide Contractor not less than sixty (60) days' notice of a change that substantially affects Contractor's reimbursement or Covered Service delivery, unless changes to federal or state law or regulations or other circumstances make such advance notice impossible, in which case notice shall be provided as soon as possible. Subject to the termination and continuity of care provisions in Section VI., below, Contractor may terminate this Agreement, as set forth in Section 6.3, below, if the change is unacceptable to Contractor. If there are any conflicts between the Provider Manual and this Agreement, this Agreement shall prevail.

3.7 Non-Discouragement.

3.7.1 CHPW shall not in any way preclude or discourage Contractor from informing Members about healthcare they require, including various treatment options and whether, in Contractor's view, such care is consistent with medical necessity, medical appropriateness, or coverage under the Member's Benefit Plan. CHPW shall not prohibit, discourage or penalize Contractor from legally advocating on behalf of a Member with CHPW. Nothing in this Section 3.7, however, shall be construed to authorize Contractor to bind CHPW to pay for any service.

3.7.2 CHPW shall not preclude or discourage Contractor, Members, or those paying for their coverage, from discussing the comparative merits of different health carriers, even if such discussion is critical of CHPW.

3.7.3 Notwithstanding any other provision herein, CHPW shall not prohibit, directly or indirectly, any Member from freely contracting at any time to obtain any health care services outside a CHPW Benefit Plan on any terms or conditions a Member chooses. Nothing herein, however, shall be construed to bind CHPW to pay for services delivered outside a CHPW Benefit Plan.

3.8 Notification. CHPW will notify Provider of any adverse benefit determination that involves the pre-service denial of a treatment or procedure request by Provider.

3.9 Prescription Drug Utilization Management. In accordance with RCW 48.43.420, CHPW maintains a prescription drug utilization management program applicable to any Health Benefit Exchange Benefit Plans covered under this Agreement, including a clear, readily accessible, and convenient process to request an exception. Detailed information can be found on CHPW's website at <https://www.cascadeselect.org/member-center/member-resources/prescription-drug-coverage/>.

4. BILLING AND REIMBURSEMENT

4.1 Requirements.

4.1.1 For all billing and reimbursement activities, the parties shall comply with applicable billing instructions, practices and policy guidelines referenced herein, and as published and periodically updated in the *Provider Manual* and, as applicable, with HCA and CMS instructions and coverage/non-coverage determinations. If there is a conflict between the substance or interpretation of HCA billing instructions or guidelines and the *Provider Manual*, the *Provider Manual* shall control. If there is a conflict between the substance or interpretation of CMS instructions or determinations on coverage and the *Provider Manual*, the CMS instructions or determinations shall control.

4.2 Claims and Encounter Submission.

4.2.1 Contractor shall comply with the claims, encounter reporting, payment, and billing procedures set forth in the *Provider Manual*, and shall submit Clean Claims for Covered Services

rendered to the address set forth on the Member's identification card in nationally approved standard formats, and through a CHPW approved clearinghouse. Contractor shall use best efforts to submit claims/encounters electronically. Without limiting the generality of the foregoing, encounters shall be submitted within thirty (30) days of the end of the month in which the service was rendered. Except as otherwise stated, Contractor shall use best efforts to submit claims/encounters electronically.

4.2.2 Upon request, Contractor shall furnish all information reasonably required by CHPW to substantiate the provision of and charges for Covered Services, at no charge to CHPW. Claim approval and payment for claims or encounters are contingent upon CHPW's receipt of complete and accurate information from Contractor.

4.2.2.1 CHPW's prior authorization through prospective and/or concurrent review does not guarantee payment.

4.2.2.2 CHPW reserves the right to assure, through audit and retrospective evaluation of a Member's documented medical care, and based on the information available to the attending physician or ordering provider at the time services were provided, that those services were Medically Necessary and claims were accurately coded. Such review or audit may result in denial of claims for services on the basis of medical Necessity or errors in claims submission and may adversely impact payment.

4.2.2.3 If it is determined that all or part of the payment of a claim for Services, other than Emergency Services, was based on information that, in the opinion of CHPW, is significantly different from the information that was available at the time of CHPW or its designee's original certification that the Member was eligible for the Covered Services authorized or provided, CHPW may request a refund.

4.2.3 CHPW shall not pay a claim received (i) more than three hundred and sixty-five (365) calendar days after the date a Covered Service was rendered, or (ii) more than sixty (60) calendar days after Contractor first receives notice that CHPW is a secondary payer under applicable coordination of benefit procedures.

4.3 Reimbursement.

4.3.1 CHPW shall reimburse Contractor for timely submitted Clean Claims for Covered Services Contractor provides to Members in accordance with this Section 4 and the applicable Benefit Plan Exhibit(s) in Exhibit B. Contractor shall accept such reimbursement, plus any applicable Cost Sharing Amounts, as payment in full for such Covered Services.

4.3.2 CHPW shall not pay a claim received (i) more than three hundred and sixty-five (365) calendar days after the date a Covered Service was rendered or the date of discharge, whichever is later or (ii) more than sixty (60) calendar days after Contractor first receives notice that CHPW is a secondary payer under applicable coordination of benefit procedures.

4.3.3 CHPW reserves the right to change the reimbursement rates set forth on each Benefit Plan Exhibit by written notice to Contractor in accordance with changes in rates paid by

applicable federal, state, or other third-party payers. Such reimbursement shall be accepted by Contractor as payment in full.

4.3.3.1 CHPW will provide Contractor at least sixty (60) days' notice of changes that affect Contractor's reimbursement rates pursuant to Section 7.6.1 below, unless changes to federal or state law or regulations make such advance notice impossible, in which case notice shall be provided as soon as possible. Contractor may terminate this Agreement pursuant to Section 6.3 if it does not agree with the changes.

4.3.3.2 The parties acknowledge that configuring new rates into CHPW's reimbursement system to begin paying claims at a new rate requires up to 30 days. In situations where federal or state rate changes do not allow CHPW to provide 60 days' advance notice to Contractor, new rates will be implemented on the later of the date CHPW has completed configuring its system, or on the published effective date of the new rates. Where a change allows for 60 days' notice, the new rates will be implemented on the published effective date of the rate change.

4.3.3.3 CHPW will apply new rates only to claims received on and after the implementation date described in the previous Section. If such action results in a substantial negative impact to either party, the impacted party may request that the parties negotiate a settlement payment in lieu of retroactive adjustment of individual claims.

4.3.4 CHPW shall deny or recover payment(s) to Contractor related to the treatment of a Provider Preventable Condition. At the request or direction of the HCA, the Washington State Medicaid Fraud Control Unit ("MFCU"), or a state or federal law enforcement agency, CHPW may suspend part of or all payments related to a credible allegation of fraud, as determined by the requesting or directing agency.

4.3.5 Except as agreed to by the parties on a claim-by-claim basis, CHPW shall pay not less than ninety-five percent (95%) of all Clean Claims received from Contractor within thirty (30) days of receipt, and pay or deny ninety-five percent (95%) of all claims received from Contractor within sixty (60) days of receipt. A Clean Claim is "received" on the date CHPW receives either written or electronic notice of the claim. For state sponsored Benefit Plans, if CHPW fails to meet its obligations in this paragraph, CHPW shall pay Contractor interest at the rate of one percent (1%) per month of the contract amount of all unpaid Clean Claims that have not been denied and which have aged sixty one (61) or more days, until such time as CHPW is again in compliance with the requirements of this Section.

4.3.6 If Contractor is a chiropractic provider, CHPW will reimburse Contractor for services deemed by CHPW to be Medically Necessary if (i) the service is a Covered chiropractic health care Service, (ii) provided by Contractor or the Contractor's employee in accordance with applicable state law, and (iii) Contractor has otherwise complied with the terms and conditions of this Agreement.

4.4 Coordination of Benefits and Third-Party Payment.

4.4.1 Contractor will cooperate with CHPW's coordination of benefits, subrogation and third-party payment policies as set forth herein and in the *Provider Manual*. CHPW will not

unreasonably delay payment of a claim by reason of the application of its coordination of benefits policies.

4.4.2 Contractor shall promptly notify CHPW if it becomes aware that a Member has a subrogation claim or right to reimbursement from a third-party, and shall assist CHPW in arranging for assignment of such right to CHPW for collection. Contractor shall also notify CHPW of Members that may approach stop-loss deductibles, have other insurance coverage available, or be eligible for Social Security coverage.

4.4.3 Except as otherwise required by Chapter 284-51 WAC, under no circumstances shall CHPW reimburse Contractor any amount greater than that provided for under this Agreement. If Contractor has received payment from another coverage plan or entity that has primary payment responsibility under coordination of benefits rules, and that payment is equal to or greater than the rates set forth herein, Contractor may not seek additional reimbursement from CHPW. In addition, Contractor shall promptly refund to CHPW any amount CHPW has already paid to Contractor which, when added to amounts paid by another coverage plan or third party for the same Covered Services, are in excess of the rates set forth in this Agreement.

4.4.4 With regard to state sponsored Benefit Plans, payment for Services and benefits shall be secondary to any other medical coverage exception in accord with the applicable rules of WAC 284-51-205(1)(a). CHPW shall not refuse or reduce Services provided hereunder solely due to the existence of similar benefits under another health care contract. CHPW shall pay claims for prenatal care and preventive pediatric care and then seek reimbursement from third parties.

4.5 Retrospective Review and Recovery Rights.

4.5.1 CHPW reserves the right to assure through audit and retrospective evaluation of a Member's documented medical care that, based on the information available to the attending physician or order provider at the time services were provided, services provided were Medically Necessary and claims were accurately coded. Such review or audit may result in denial of claims for services on the basis of Medical Necessity or errors in claims submission and may adversely impact payment.

4.5.1.1 CHPW may retrospectively deny a claim (a) if it is determined that prior authorization was based upon a material misrepresentation by Contractor or a Contracted Participating Provider, and/or (b) if information provided to CHPW is materially different from information that was reasonably available at the time of the original determination

4.5.2 Any payments made to Contractor by CHPW that are determined to be inappropriate in accordance with applicable law, or to which Contractor is not entitled under the terms of this Agreement or the *Provider Manual*, shall be considered an overpayment. Overpayments shall be refunded to CHPW within thirty (30) days of the date Contractor is notified of the overpayment or within sixty (60) days of identification of an overpayment by Contractor, whichever is earlier. Alternatively, CHPW may, in its discretion, immediately offset or recoup any and all overpayments or other amounts owed by Contractor to CHPW against amounts owed by CHPW to Contractor.

4.5.3 Contractor agrees that all recoupment and any offset rights under this Agreement will constitute rights of recoupment authorized under State or federal law and that such rights will not be subject to any requirement of prior or other approval from any court or other government authority that may now have or hereafter have jurisdiction over Contractor. Notwithstanding the foregoing, except in the case of fraud, CHPW may not request (a) a refund of a payment previously made to satisfy a claim unless CHPW does so in writing within twenty-four (24) months (or within thirty (30) months for reasons related to coordination of benefits) in accordance with RCW 48.43.600 or (b) payment of a contested refund sooner than six (6) months after receipt of the request. This section is not applicable to subrogation claims.

4.5.4 Except in the case of fraud, Contractor may not request payment from CHPW to satisfy a claim unless it does so in writing within twenty-four (24) months after the date the claim was denied or payment intended to satisfy the claim was made. In the case of coordination of benefits, Contractor must request any additional balances owed from CHPW within thirty (30) months after original payment was made. Additional payment cannot be requested any sooner than six (6) months after request is made. This section is not applicable to subrogation claims.

5. MUTUAL OBLIGATIONS

5.1 Independent Contractors. CHPW and Contractor are independent entities. No provision of this Agreement is intended to create, nor shall be construed to create, any relationship other than that of independent entities contracting with each other solely for the purpose of effecting this Agreement. Neither party nor any of its respective employees and subcontractors shall be construed to be the principal, agent, employee, or representative of the other party.

5.2 Representatives. Each party shall designate a representative who is responsible for coordination and communication between Contractor and CHPW in performance of this Agreement, including review of the *Provider Manual* and subsequent updates. Each party's representative and their respective contact information are set forth in Exhibit E, attached hereto and incorporated herein. Each party shall promptly notify the other in writing pursuant to Section 7.6 of any changes to the party's designated representative or their contact information.

5.3 Compliance.

5.3.1 Each party shall comply in all material respects with requirements of applicable federal and state laws and regulations, the terms of this Agreement and applicable terms and conditions set forth in the CHPW's contracts with state and federal agencies obligating it to administer all or some of the Benefit Plans referred to herein, including:

- 5.3.1.1 Applicable Medicare laws, regulations, and CMS Instructions;
- 5.3.1.2 Title VI of the Civil rights Act of 1964 implemented by regulations at 45 CFR 84;
- 5.3.1.3 The Age Discrimination Act of 1975, implemented by regulations at 45 CFR 91;
- 5.3.1.4 The Rehabilitation Act of 1973;
- 5.3.1.5 The Americans with Disabilities Act;
- 5.3.1.6 The False Claims Act (32 U.S.C. §3729 et seq.);
- 5.3.1.7 The Anti-kickback Statute (Section 1128B(b) of the Social Security Act);

- 5.3.1.8 Other laws applicable to recipients of federal funds;
- 5.3.1.9 Applicable federal and state laws that pertain to enrollee rights; and
- 5.3.1.10 As applicable, additional provisions included in a Benefit Plan Exhibit in Exhibit B, including but not limited to Medicaid Additional Provisions set forth in Exhibit B-1-B, attached hereto and incorporated herein, and Medicare Advantage Additional Provisions set forth in Exhibit B-2-B, attached hereto and incorporated herein.

5.3.2 Each party agrees to require that all subcontracts related to this Agreement will be written and will specify that the subcontractor must also comply with terms of this Agreement and any applicable federal and state laws, regulations and requirements.

5.3.3 As a condition to entering into this Agreement, and in compliance with 42 CFR 455.101-106, Contractor shall provide to CHPW a completed, accurate Disclosure of or Change in Ownership and Control Interest form. Contractor shall promptly provide updates to the Disclosure of or Change in Ownership and Control Interest form when information on the current form changes. Failure to provide a complete accurate form or updates to it shall be deemed a material breach of this Agreement.

5.4 Confidentiality and Privacy.

5.4.1 All information provided by a party in the process of negotiation or performance of this Agreement, identified by a party as confidential or proprietary, including reimbursement rates, fee schedules, and Member and CHPW group information, is confidential and shall not be disclosed to any third person or entity in any format without the express prior written consent of providing party. This provision shall not preclude duly authorized and appropriate access to records in order to allow billing and quality assurance review with respect to Covered Services delivered under this Agreement. Upon termination of this Agreement, any information identified by either party as confidential or proprietary shall be returned or otherwise disposed of as mutually agreed to by the parties. This section shall survive termination of the Agreement.

5.4.2 Each party is a covered entity and in performing this Agreement, each party may have access to and receive from the other party Protected Health Information (“PHI”) as those terms are defined under HIPAA, and Chapter 70.02 RCW, the Uniform Health Care Information Act.

5.4.2.1 Each party shall maintain the confidentiality of PHI and shall not use or disclose Member PHI except as necessary to carry out the terms and conditions of this Agreement or as permitted or required by federal or state law or regulations.

5.4.2.2 Each party shall implement a documented health information system and a privacy security program that includes administrative, technical and physical safe guards designed to prevent the accidental or unauthorized use or disclosure of Member PHI and medical records. The information system and the privacy and security program shall, at a minimum, comply with applicable HIPAA regulations regarding the privacy and security of PHI, including but not limited to 42 CFR § 438.242; 45 CFR § 164.306(a); and 45 CFR § 162.200 as well as the HIPAA privacy provisions in Title 13 of the American Recovery and Reinvestment Act of 2009 (“ARRA”) including the Health Information Technology for Economic and Clinical Health (“HITECH”) Act.

5.4.2.3 This Section 5.4 shall be interpreted as broadly as necessary to implement and comply with applicable current and future HIPAA requirements, and resolve any ambiguity in favor of a meaning that complies and is consistent with HIPAA requirements.

5.4.3 Each party shall comply with 42 CFR Part 2, as applicable. If Contractor is a "Part 2 program" as defined under 42 CFR §2.11, Contractor shall obtain signed written consent, which complies with the requirements of 42 CFR Part 2, from each Member prior to disclosing the Member's Patient Identifying Information to CHPW. For the purposes of this section "Patient Identifying Information" shall have the same meaning as under 42 CFR §2.11. Such consent shall explicitly name CHPW as an authorized recipient of the Member's Patient Identifying Information. Contractor shall maintain copies of each Member's consent form in accordance with Section 5.5. CHPW reserves the right to audit Contractor's records to ensure compliance with this Section.

5.4.4 This Section 5.4 shall survive termination of the Agreement.

5.5 Record Retention, Access and Audits.

5.5.1 Each party shall cooperate and assist in providing access to records reasonably required or permitted for inspection, evaluation and audit as set forth herein.

5.5.2 Consistent with industry standards and applicable state and federal law and regulations, including OIG regulations, each party or its authorized representative(s) may, during normal business hours and upon giving reasonable notice to the other party, audit, examine and inspect (to the extent necessary to perform the audit) the other party's books and records, including medical and financial records and electronically stored data, related to this Agreement, transactions between CHPW and Contractor hereunder, and to surveys and audits for accreditation and compliance.

5.5.3 Each party shall retain and protect all applicable books and records for at least ten (10) years after termination of this Agreement. Each party acknowledges that certain government agencies, including the Secretary of the Department of Health and Human Services (HHS) and the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, have the right to inspect and audit each party's books and records for ten (10) years beyond the termination of this Agreement, or until the completion of any governmental audit that pertains to such books and records, whichever is later, unless: (i) HHS determines there is special need to retain a particular record or group of records for a longer period and notifies the party at least thirty (30) days before the normal disposition date; (ii) there has been a termination, dispute, or allegation of fraud or similar fault by either party, in which case the retention may be extended to six (6) years from the date of any resulting final resolution of the termination, dispute, fraud, or similar fault; or (iii) HHS determines that there is a reasonable possibility of fraud or similar fault, in which HHS may inspect, evaluate, and audit either party at any time. Without limiting the foregoing, following the commencement of any audit by a government agency, the party subject to the audit shall retain its relevant books and records until completion of said audit. This Section shall survive termination of this Agreement for the period of time required by state and federal law. Contractor shall provide copies of all such records to the auditing agency at Contractor's cost.

5.5.4 Pursuant to 42 CFR 422.504(e)(2), CMS may access Contractor's records (including medical records) that are to be used for risk-adjustment data validation (RADV) purposes to determine amounts payable under a Medicare Advantage contract.

5.6 Marketing.

5.6.1 CHPW may use Contractor's name for publication in its directory of clinics and providers, and to otherwise carry out the terms of this Agreement. At its discretion, Contractor shall display CHPW-approved signs and material related to provision of services, participate in CHPW-approved marketing programs for its products and perform other marketing duties CHPW may request.

5.6.2 Contractor shall obtain prior written approval for any publication or distribution of promotional materials using the CHPW name or logo. Unless such material requires review and approval by HCA or CMS, CHPW shall decide whether to approve the materials within fifteen (15) working days of the submission of the material to CHPW.

5.6.3 Contractor shall not engage in direct and/or indirect door-to-door, telephonic, or other cold-call marketing of enrollment with Members or potential Members. Member information and marketing materials must be developed at the 6th grade reading level and require prior written approval of CHPW.

5.7 Dispute Resolution.

5.7.1 If a dispute between CHPW and Contractor arises with regard to performance or interpretation of any of the terms of this Agreement, the parties shall first meet informally in good faith to attempt to resolve the dispute. The complaining party shall send written notice to the other party expressly referencing the provisions of this Section 5.7 and the nature of the dispute. The parties shall meet and in good faith work to resolve the dispute.

5.7.2 If a dispute is not resolved informally within thirty (30) days of receipt of the notice described in Section 5.7.1, either party may send written notice to the other requesting formal consideration of the disputed matter and describing its position on the disputed matter. The party receiving such request shall review the matter and send a written response, describing its position on the matter and the basis for its position, to the requesting party within thirty (30) days of receipt of the request for formal consideration. Where the party receiving the request for formal consideration fails to respond within thirty (30) days of receipt, the requesting party may proceed as if the request has been rejected.

5.7.3 Where a request for informal or formal resolution fails to result in resolution of a dispute, the parties may agree to non-binding mediation, conducted under the mediation rules of the American Health Lawyers Association, or another mutually agreed organization. The mediator's fees shall be born in equal shares by the parties. All other related costs incurred shall be the sole responsibility of the party incurring the cost.

5.7.4 If the parties cannot resolve the matter through non-binding mediation either party may initiate an action in any Superior Court of competent jurisdiction in King County, Washington.

5.8 Responsibility for Own Acts. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all legal claims, liabilities, injuries, suits, demands, or expenses of any kinds that may result from or arise out of any alleged malfeasance or neglect caused by said party, its employees, agents or subcontractors. If a claim is made against both parties, each party shall cooperate in the defense and cause its insurers to do likewise. Each party shall, however, retain the right to take any action it believes necessary to protect its own interests.

5.9 Indemnification.

- 5.9.1 Each party agrees to indemnify and hold harmless (and at such party's request, defend) the other party, its directors, officers, employees and agents from any third party claims, judgments, damages, costs, suits, losses, or liabilities (including reasonable attorney's fees) arising solely and exclusively out of the negligence, wrongful act or omission, or breach of this Agreement by such indemnifying party, or any of its respective officers, directors, agents or employees.
- 5.9.2 CHPW shall not be liable to Members for any act of malpractice on the part of Contracted Participating Providers. Contractor shall indemnify, defend, and hold harmless CHPW from any such liability. The indemnity in the immediately preceding sentence shall not apply to any alleged act of independent liability on the part of CHPW, or any of its employees or agents.

6. TERM OF AGREEMENT AND TERMINATION

- 6.1 **Term.** This Agreement shall take effect on the date specified on page one as the Effective Date, and shall remain in force for an initial term of twelve (12) months from the effective date. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless written notice of intent not to renew is given at least one hundred twenty (120) days prior to the expiration date of any such annual term, or unless otherwise terminated as provided hereunder.
- 6.2 **Termination upon Breach.** Either party may terminate this Agreement if (i) it believes the other party has committed a material breach of the Agreement, (ii) it gives the breaching party written notice describing the breach and (iii) such breach is not corrected, or a corrective action plan approved by both parties is not in place, within thirty (30) days following the written notice. Further, this Agreement may be terminated immediately if a party or any of its Directors, Officers, Owners or employees is excluded from participation in a state or federally sponsored health program, is convicted of a crime, has its license or certification revoked, or fails to accurately complete or timely return the Disclosure of or Change in Ownership and Control Interest Form.
- 6.3 **Termination without Cause.** Either party may terminate this Agreement without cause upon at least one hundred twenty (120) days' advance written notice to the other party given pursuant to Section 7.6 below.

- 6.4 Continuing Responsibilities upon Termination.** Neither party shall be released from obligations hereunder prior to the effective termination date of the Agreement. Contractor shall cooperate with and assist CHPW in working with affected Members to develop a reasonable transition plan.
- 6.5 Member Notification.** Whether the termination was for cause or without cause, CHPW will make a good faith effort to ensure that written notice of termination is provided at least thirty (30) days prior to the effective date of the termination, or immediately for a termination for cause that results in less than thirty (30) days' notice, to all Members who are patients seen on a regular basis by a specialist, by a provider for whom the Member has a standing referral, or by a primary care provider.

7. MISCELLANEOUS

- 7.1 Assignment.** Contractor may not assign its duties, rights, or obligations under this Agreement without prior written approval of CHPW, which shall not be unreasonably withheld, and, in regard to state sponsored Benefit Plans, the approval of HCA.
- 7.2 Discrimination.** Neither party shall discriminate against any person because of race, color, national origin, ancestry, religion, gender, marital status, age, sexual orientation, presence of physical or mental handicaps, and any other reason(s) prohibited by law, in the provision of services or in employment practices.
- 7.3 Washington State Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington irrespective of choice-of-law principles, except to the extent pre-empted by federal law. Venue for any action or proceeding related to this Agreement shall be in Clallam County, Washington.
- 7.4 Amendments.**
- 7.4.1 CHPW may amend this Agreement on sixty (60) days written notice to Contractor. Contractor's failure to object in writing within sixty (60) days of receipt of such amendment shall constitute Contractor's acceptance thereof. If Contractor gives timely notice that it objects to such amendment, it may terminate the Agreement without penalty pursuant to Section 6.3 and such amendment shall not go into effect as to Contractor. If the amendment is a "material amendment" as defined in RCW 48.39.005, Contractor shall have the right to reject the amendment and such rejection will not affect the existing terms of the Agreement.
- 7.4.2 CHPW may immediately amend this Agreement by written notice as necessary to maintain consistency and/or compliance with any state or federal law, policy, directive or state and federal sponsored Benefit Plan.
- 7.5 Third-Party Beneficiaries.** Notwithstanding that benefits arising from this Agreement may inure to a Member or other third party, the parties hereto intend that no third-party shall be a Third-Party Beneficiary of the obligations assumed by either party to this Agreement and no such person shall have the right to enforce any such obligation.

7.6 Notice.

7.6.1 All notices or other communications, except notice of termination, required or permitted to be given hereunder shall be in writing and deemed to have been delivered to a party upon: (i) personal delivery to that party; (ii) electronically confirmed delivery by facsimile to the telephone number provided by the party for such purposes; (iii) electronic mail transmission to the electronic mailbox provided by the party for such purposes; (iv) upon deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid; or (v) four (4) business days following deposit with the United States Postal Service, postage prepaid, and in any case addressed to the party as set forth below, or to another address that the party provides by notice to the other party.

7.6.2 Notice of termination shall be in writing and deemed to have been delivered to a party upon deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid and signature receipt required; or deposit with the United States Postal Service, postage prepaid and certified mail or return receipt requested, and in any case addressed to the person set forth below, or to another address that the party provides by notice to the other party.

<p style="text-align: center;">Community Health Plan of Washington</p> <p>ATTN: Director, Network Management & Strategy 1111 Third Avenue, Suite 400 Seattle, WA 98101-3292 FAX: (206) 613-5018 Email: Cathy.Neiman@CHPW.org</p>	<p style="text-align: center;">Clallam County DBA True Star Behavioral Health Services</p> <p>ATTN: Jody Jacobsen 1912 West 18th Street Port Angeles, WA 98363 FAX: (360) 457-4875 Email: jody.jacobsen@clallamcountywa.gov</p>
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7.7 Force Majeure. Neither party shall be considered to be in breach of this Agreement if its failure to comply is occasioned by an act of God, declared local or national emergency, public health crisis including without limitation a WHO- or CDC-designated pandemic, act of a governmental authority responding to an act of God or other declared emergency or public health crisis, or the result of a strike, lockout or other labor dispute.

7.8 Payment of Federal Funds.

7.8.1 Neither party shall make any specific payment, directly or indirectly, to a physician or physician group, or other health care provider, as an incentive to reduce or limit Medically Necessary Services furnished to a particular Member. Indirect payments may include offerings of monetary value (e.g. stock options, or waivers of debt) measured in the present or future.

7.8.2 Each party shall remain in good standing with applicable regulatory agencies and shall comply with applicable federal and state laws and regulations. Each party, in fulfilling its obligations hereunder, acknowledges that it is subject to certain laws that are applicable to individuals and entities receiving federal funds. Each party agrees to inform all related entities,

contractors, and subcontractors that payments that they receive are, in whole or in part, from federal funds.

7.9 Construction.

7.9.1 Entire Agreement. This Agreement, with exhibits attached hereto, constitutes the entire agreement between the parties with respect to its subject matter and supersedes any and all previous or contemporaneous agreements and understandings regarding such subject matter.

7.9.2 Construction and Applicability of Certain Laws and Regulations.

7.9.2.1 Nothing in this Agreement modifies any benefits, terms, or conditions contained in a Member's Benefit Plan. In the event of a conflict between this Agreement and the benefits, terms, and conditions of a Member's Benefit Plan, the benefits, terms or conditions contained in the Member's Benefit Plan shall govern.

7.9.2.2 In addition to the applicable terms of this Agreement, as to the state sponsored Benefits Plans offered by CHPW through its contracts with HCA, and listed in Exhibit B, the contract between the HCA and CHPW, as well as applicable laws and regulations, shall govern construction.

7.9.2.3 In addition to the applicable terms of this Agreement, as to Medicare Advantage Plans listed on Exhibit B, applicable laws and regulations as well as the CMS-CHPW Contract, CMS guidance and instructions shall govern construction.

7.9.2.4 In addition to the applicable terms of this Agreement, as to the Health Benefit Exchange Products listed on Exhibit B, applicable laws and regulations including those from the Washington Health Benefit Exchange, the Health Benefit Exchange Act including the 2012 regular session laws, chapter 87, Affordable Care Act Implementation and regulations adopted pursuant to RCW 43.71 and the OIC shall govern construction.

7.9.2.5 With regard to this Agreement in general, ambiguities shall be reasonably construed in accordance with all relevant circumstances and shall not be construed against either party, irrespective of which party is deemed to have authored the ambiguous provision. The captions and headings appearing herein are for reference only and will not be considered in construing this Agreement. As used herein, "including" means "including without limitation". If any provision hereof is held invalid or unenforceable, such provision will be amended to achieve as nearly as possible the same economic and operational effect as the original provision, and the remainder of this Agreement will remain in full force and effect. Waiver by either party of the breach of any provision hereof by the other party will not operate or be construed as a waiver of any subsequent, similar or other breach by the breaching party. The rights of each party granted herein are in addition to any others that a party may be entitled to by law, shall be construed as cumulative, and no such right is exclusive of any others or of any right or priority allowed by law. Whether specifically identified or not, obligations of the parties hereunder, that, by their nature or content would continue beyond the expiration or termination of this Agreement, shall survive such expiration or termination, and the statute of limitations shall not begin to run until the time such obligations have been fulfilled. This Agreement may be executed in any number of

counterparts, each of which will be an original and all of which together will constitute one and the same instrument.

// signature page follows //

The undersigned have executed this Agreement as of the date and year written below.

Community Health Plan of Washington

1111 Third Avenue, Suite 400
Seattle, WA 98101-3292
Phone: (206) 521-8833

**Clallam County DBA
True Star Behavioral Health Services**

1912 West 18th Street
Port Angeles, WA 98363
Phone: (360) 565-2639

Sign: _____

Sign: _____

Name: Erin Hafer

Name: _____

Title: Senior Vice President, Delivery &
Health System Innovation

Title: _____

Date: _____

Date: _____

/s/ Jay Reno Approved as to form only
Civil Deputy Attorney Clallam County

02/20/2025

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**EXHIBIT A
CONTRACT LOCATIONS AND PARTICIPATING PROVIDERS**

GROUP CONTRACT INFORMATION			
Group Legal Name	Clallam County		
Group DBA Name	True Star Behavioral Health Services		
Group TIN/(EIN)	916001298	Group NPI	1326139528

1. Please complete the following Location Roster for all locations to be covered under this Agreement:

LOCATION to be LINKED to CONTRACT						
Location A	Location Name					
	Street Address 1					
	Street Address 2					
	City		State		Zip	
	Office Phone		Office Fax			
	TIN: Same as above?	Yes <input type="radio"/>	No <input type="radio"/>			
	NPI: Same as above?	Yes <input type="radio"/>	No <input type="radio"/>			

LOCATION to be LINKED to CONTRACT						
Location B	Location Name					
	Street Address 1					
	Street Address 2					
	City		State		Zip	
	Office Phone		Office Fax			
	TIN: Same as above?	Yes <input type="radio"/>	No <input type="radio"/>			
	NPI: Same as above?	Yes <input type="radio"/>	No <input type="radio"/>			

LOCATION to be LINKED to CONTRACT						
Location C	Location Name					
	Street Address 1					
	Street Address 2					
	City		State		Zip	
	Office Phone		Office Fax			
	TIN: Same as above?	Yes <input type="radio"/>	No <input type="radio"/>			
	NPI: Same as above?	Yes <input type="radio"/>	No <input type="radio"/>			

2. Please complete the following Provider Roster as requested below for all Contracted Participating Providers at each Contractor Location.

INDIVIDUAL PROVIDERS to be LINKED to CONTRACT						
Provider Name (First Last)	Accreditation	NPI	Location(s)	Active w/CHPW	Cred App	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
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3. Whenever there are changes to any of the information on this Exhibit A, Contractor may submit changes online via webforms as hyperlinked below, to have information accurately updated across all CHPW systems and applications – as well as our Provider Directory:
- a. [Clinic & Group Changes Form](#)
 - b. [Individual Provider Add, Change & Term Form](#)

**EXHIBIT B
BENEFIT PLANS**

CHPW Benefit Plans. The following are the Benefit Plans offered by Community Health Plan of Washington that may be subject to this Agreement. The following Benefit Plans are designated as either “Included” or “Not Included” for purposes of this Agreement, and any Benefit Plan that is “Included” is accompanied by one or more Plan Exhibits, as indicated, that will control with regard to services delivered to Members of that Benefit Plan.

Benefit Plan Controls. Nothing in this Exhibit B, or the Agreement, will have the effect of modifying any benefit, term, or condition of a Benefit Plan. In the event of a conflict between the Agreement and a Benefit Plan, the benefits, terms, and condition of the Benefit Plan will govern with respect to Covered Services provided to Members enrolled in the Benefit Plan.

Amendments. Consistent with Section 7.4 of the Agreement, *Amendments*, CHPW may add Benefit Plans, or otherwise make changes to this Exhibit B (e.g. termination of a Benefit Plan), by notifying Contractor in writing of such addition(s) or change(s), and Contractor shall not unreasonably withhold its consent to participate in additional Benefit Plan(s) or accept such change(s). If Contractor fails to object in writing within sixty days of its receipt of such notice, Contractor will be deemed to have agreed to inclusion of the additional Benefit Plan(s).

1. Medicaid Plans

Included

Washington Apple Health Integrated Managed Care Plans
Includes Behavioral Health Services Only, where applicable

Network Name: CHPW AH Network

- Exhibit B-1-A – Medicaid Reimbursement Rates
- Exhibit B-1-B – Medicaid Required Provisions
- Exhibit B-1-C – Medicaid Value Based Payment Arrangement
- Exhibit B-1-D – Medicaid CHIP Managed Care Addendum for IHCP’s

2. Medicare Advantage (MA) Plans

**Medicare Advantage and Medicare Advantage
Prescription Drug Plans offered by CHPW.**

Not Included

Network Name: CHPW MA Network

2. **Medicare Advantage (MA) Plans** (Continued)

**Medicare Advantage Special Needs Plans
offered by CHPW.**

Not Included

Network Name: CHPW SNP Network

- Exhibit B-2-A – Medicare Advantage Reimbursement Rates
- Exhibit B-2-B – Medicare Advantage Required Provisions
- Exhibit B-2-C – Medicare Advantage Value Based Payment Arrangement

3. **CHPW Affiliated Health Benefit Exchange Plans**

CHPW Affiliated Health Benefit Exchange Plans may be offered by CHPW or its affiliate, Community Health Network of Washington.

**“Cascade Care” Standard and “Cascade Select”
Public Option Plans.**

Not Included

Network Name: CHPW Cascade Care Affiliate Network

- Exhibit B-3-A – CHPW Health Benefit Exchange Reimbursement Rates
- Exhibit B-3-B – CHPW Health Benefit Exchange Required Provisions
- Exhibit B-3-C – CHPW Health Benefit Exchange Value Based Payment Arrangement
- Exhibit B-3-D – CHPW Health Benefit Exchange QHP Addendum for IHCP’s

Third Party Benefit Plans. The following Benefit Plans are offered by third party plan sponsors that (i) have an obligation to administer and pay for Covered Services provided to a Member enrolled in the applicable Benefit Plan, and (ii) have entered or is subject to a written agreement with CHPW for provider network management services for the applicable Benefit Plan, and which may be subject to this Agreement. The following Benefit Plans are designated as either “Included” or “Not Included” for purposes of this Agreement, and any Benefit Plan that is “Included” is accompanied by one or more Plan Exhibits, as indicated, that will control with regard to services delivered to Members of that Benefit Plan.

For each Benefit Plan designated as “Included” below, Contractor authorizes the applicable plan sponsor to offer Contractor’s services to individuals in accordance with the provisions of the “Included” Benefit Plan(s). Notwithstanding anything in the Agreement to the contrary, for Third Party Benefit Plans listed as “Included” below, Contractor shall accept payment as outlined in the applicable Plan Exhibits.

4. **Third-Party Health Benefit Exchange Products**

Affiliated “Cascade Care” Public Option Plans

Not Included

*Public Option Plans offered by a CHPW affiliate, including
Community Health Network of Washington.*

Network Name: CHPW Cascade Care Affiliate Network

4. Third Party Health Benefit Exchange Products (Continued)

Non-Affiliated “Cascade Care” Public Option Plans

Not Included

*Public Option Plans offered by a third party who is not a
CHPW affiliate.*

Network Name: CHPW Cascade Care Non-Affiliate Network

- Exhibit B-4-A – Third Party Health Benefit Exchange Reimbursement Rates
- Exhibit B-4-B – Third Party Health Benefit Exchange Required Provisions
- Exhibit B-4-C – Third Party Health Benefit Exchange Value Based Payment Arrangement
- Exhibit B-4-D – Third Party Health Benefit Exchange QHP Addendum for IHCP’s

Effective Date: _____
(CHPW TO COMPLETE)

**EXHIBIT B-1-A
MEDICAID
REIMBURSEMENT RATES**

1. **Rates.** Subject to the terms and conditions of the Agreement, reimbursement rates for Covered Services billed under Contractor's tax ID number for the Apple Health program shall be the lesser of billed charges or the following and will be less any applicable Cost Sharing Amounts:

Network Name: CHPW AH Network

- % of HCA's Fee Schedule.
 - The Rates set forth in Schedule(s) [A][B] for the Covered Services described therein.
 - The Rates set forth in Schedule(s) [A][B] for the Covered Services described therein; for all other Covered Services:
 - 100%** of CHPW's IMC Fee Schedules.
 - The Rates set forth in Schedule A for the Covered Services described therein; for all other Covered Services:
 - 100%** of HCA's Fee Schedule.
2. **Payment.** All payments under this Agreement shall be made in accordance with the terms of this Agreement, the *Provider Manual* and the applicable billing instructions and policy guidelines published and periodically updated by applicable state and federal agencies as set forth in Section 4 of the Agreement.

Effective Date: _____
(CHPW TO COMPLETE)

**SCHEDULE A TO EXHIBIT B-1-A
BEHAVIORAL HEALTH SERVICES
FEE FOR SERVICE REIMBURSEMENT RATES**

Network Name: CHPW AH Network

1. **Fee for Service Reimbursement.** Subject to the terms and conditions of the Agreement, reimbursement rates for Covered Behavioral Health Services billed under Contractor’s tax ID number for the Apple Health program shall be the lesser of billed charges or the following and will be less any applicable Cost Sharing Amounts.

A. Covered Behavioral Health Services.

- Covered Services not specifically identified herein or in CHPW’s Integrated Managed Care Fee Schedule, will be reimbursed at **100%** of HCA’s Fee Schedule.
- Covered Services not specifically identified herein Contractor will be reimbursed at [TBD1]% of HCA’s Fee Schedule.

[MENTAL HEALTH][SUBSTANCE USE DISORDER] SERVICES	[CPT/HPC] [REVENUE] CODE	[UNIT(S)]	[PER DIEM] [REIMBURSEMENT]

2. **Payment.** All payments hereunder shall be made in accordance with the terms of the Agreement, the *Provider Manual*, applicable billing instructions and policy guidelines published and periodically updated by applicable state and federal agencies, including the current Service Encounter Reporting Instructions (SERI) published by the HCA.
3. **Limitations.** Contractor’s compensation for Covered Services that are not covered by Medicaid, and are paid from General Fund State (“GFS” or “State Only”) funds, are subject to the availability of such funds.

Effective Date: _____
(CHPW TO COMPLETE)

**EXHIBIT B-1-B
MEDICAID
REQUIRED PROVISIONS**

Community Health Plan of Washington (“CHPW”) has contracted with the Washington State Health Care Authority (“HCA”) to arrange for the provision of fully integrated physical and behavioral health care services to Members under the Apple Health Medicaid Program. The Contract between CHPW and HCA (the “State Contract”) requires that specific terms and conditions be incorporated into agreements between CHPW and its participating providers and subcontractors.

This Exhibit B-1-B (“this Exhibit”) is intended to supplement the Agreement by setting forth the parties’ rights and responsibilities related to the provision of Covered Services to Members as it pertains to the Apple Health Program. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Exhibit, this Exhibit shall govern as to the Apple Health Program.

Contractor agrees and understands that Covered Services shall be provided in accordance with the State Contract(s), Payor requirements, any applicable State handbooks or policy and procedure guides, and all applicable State and federal laws and regulations. To the extent Contractor is unclear about Contractor’s duties and obligations, Contractor shall request clarification from CHPW.

Definitions. The following definitions apply to this Exhibit B-1-B:

Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Agreement or the State Contract. The definitions listed below will supersede any meanings contained elsewhere in the Agreement with regard to this Exhibit.

Apple Health Program: the Medicaid integrated managed care program known as Apple Health.

Behavioral Health Supplemental Transaction (“BHST”): non-encounter data submissions outlined in the HCA’s Behavioral Health Supplemental Transaction Data Guide, which include supplemental data, including additional demographic and social determinant data, as well as service episode and outcome data necessary for federal Substance Abuse and Mental Services Administration (SAMHSA) block grant reporting and other state reporting needs.

HCA: the State of Washington Health Care Authority and its employees and authorized agents.

Medically Necessary: health care services that: (a) are reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent worsening of conditions in the Member that endanger life, or cause suffering or pain, or result in an illness or infirmity, or threaten to cause or aggravate a handicap, or cause physical deformity or malfunction; and (b) are not more costly than any other equally effective or more conservative course of treatment available or suitable for the Member requesting the service. Such services shall include services related to the Member’s ability to achieve age-appropriate growth and development.

Member: an individual enrolled in Apple Health and entitled to receive Covered Services pursuant to that Benefit Plan.

Physician's Orders for Life Sustaining Treatment ("POLST"): a set of guidelines and protocols for how emergency medical personnel shall respond when summoned to the site of an injury or illness for the treatment of a person who has signed a written directive or durable power of attorney requesting that he or she not receive futile emergency medical treatment, in accordance with RCW 43.70.480.

Primary Care Provider or PCP: a Participating Provider who has the responsibility for supervising, coordinating, and providing primary health care to Members, initiating referrals for specialist care, and maintaining the continuity of Member care. PCPs include, but are not limited to pediatricians, family practitioners, general practitioners, internists, naturopathic physicians, medical residents (under the supervision of a teaching physician), physician assistants (under the supervision of a physician), or advanced registered nurse practitioners (nurse practitioners), as designated by CHPW. The definition of PCP is inclusive of primary care physician as it is used in 42 C.F.R. § 438. All Federal requirements applicable to primary care physicians will also be applicable to PCPs as the term is used in this Exhibit.

State: the state of Washington.

State Contract(s): the applicable contract(s) between HCA and CHPW under which CHPW agrees to provide or arrange for services related to the Apple Health Program, including any exhibits, attachments, documents, or materials incorporated by reference.

Contractor Agreement Requirements. The parties agree to the following terms and conditions:

- 1. *CHPW Remains Legally Responsible.*** Nothing herein shall be construed to delegate legal responsibility to HCA for any work performed under the Agreement, nor for oversight of any functions and/or responsibilities delegated to Contractor.
- 2. *HCA Enrolled Provider.*** Contractor shall enroll with the HCA and maintain such enrollment for the term of this Agreement. Contractor will ensure that their enrollment is effective prior to the first date Contractor provides Covered Services to an Apple Health Member.
- 3. *Compliance with Applicable Law.*** Contractor shall comply with all Applicable Law. For purposes of this Exhibit, Applicable Law shall specifically include those laws and regulations as set forth in the State Contract, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Mental Health Parity and Addiction Equity Act ("MHPAEA") and final rule, state laws and regulations regarding mental and behavioral health and substance use disorder services, the Federal Drug and Alcohol Confidentiality Laws in 42 C.F.R. Part 2, 42 U.S.C. §§ 1396a(a)(43) (early and periodic screening, diagnostic, and treatment services ("EPSDT")), 1396d(r) (definition of EPSDT), and 42 C.F.R. § 438.3(l) (choice of network provider).

4. **Compliance with State Contract.** Contractor shall comply with any term or condition of the State Contract that is applicable to the services to be performed under the Agreement, including but not limited to the Performance Improvement Project requirements of the State Contract and the prohibition on direct and/or indirect door-to-door, telephonic, or other cold-call marketing.

5. **Policies and Procedures.** Contractor shall comply with CHPW's policies and procedures, including, but not limited to, credentialing and recredentialing, utilization management, fraud and abuse, authorization of services, quality improvement activities and provider payment suspensions. Contractor shall comply with the Program Integrity requirements of the State Contract, as well as CHPW's program integrity policies and procedures. Without limiting the generality of the foregoing, Contractor shall comply with the Program Integrity requirements in Section 1902(a)(68) of the Social Security Act, 42 C.F.R. § 438.610, 42 C.F.R. § 455, 42 C.F.R. § 1000 through 1008, and Chapter 182-502A WAC. Further, Contractor shall be subject to ongoing analysis of utilization, claims, billing and/or encounter data to detect overpayment, which analysis shall include audits and investigations of Contractor. To the extent that Contractor is delegated authority for authorization of services, Contractor shall comply with all Utilization Management requirements described in the State Contract.

6. **Debarment Certification.** Contractor represents and warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or federal department or agency from participating in transactions. Contractor shall immediately notify CHPW in writing if, during the term of the Agreement, (a) Contractor becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded, or (b) Contractor or any of Contractor's employees are subject to disciplinary action against accreditation, certification, license and/or registration.

7. **Records.** Contractor shall maintain all financial, billing, medical and other records pertinent to the Agreement, including but not limited to records related to services rendered, quality, appropriateness, and timeliness of service, any administrative, civil or criminal investigation or prosecution. All financial records shall follow generally accepted accounting principles. Other records shall be maintained as necessary to clearly reflect all actions taken by Contractor related to the Agreement.

All records and reports relating to the Agreement shall be retained by Contractor for a minimum of ten (10) years after final payment is made under the Agreement. However, when an inspection, audit, litigation, or other action involving records is initiated prior to the end of said period, records shall be maintained for a minimum of ten (10) years following resolution of such action.

8. **Inspection.** Contractor shall fully cooperate with and permit State, including HCA, MFCU and state auditor, CMS, auditors from the federal Government Accountability Office, federal Office of the Inspector General, federal Office of Management and Budget, the Office of the Inspector General, the Comptroller General, and their designees, to access, inspect and audit any books, records, contracts, or documents of Contractor that pertain to any aspect of services and activities performed, including any computerized data stored by Contractor, and shall permit inspection of the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted, at any time whether such visit is announced or unannounced. Contractor shall make copies of records and shall deliver them to the requestor, without cost, within thirty

(30) calendar days of request. The right for the parties named above to audit, access and inspect under this Section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. If the State, CMS or the federal Office of the Inspector General determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the federal Office of the Inspector General may inspect, evaluate, and audit the subcontractor at any time.

9. **Interpreter Services.** Contractor shall provide interpreter services, free of charge, for all interactions with Members or potential Members, including but not limited to: (a) customer service, (b) all appointments with any provider for any Covered Service, (c) emergency services, and (d) all steps necessary to file grievances and appeals including requests for Independent Review of CHPW decisions.

10. **Marketing Materials.** All information to be provided to Members, e.g. marketing materials, must be accurate, not misleading, comprehensible to its intended audience, designed to provide the greatest degree of understanding, and written at a sixth (6th) grade reading level, in addition to any other requirements imposed by CHPW based on the nature of the materials. Such materials must generally be approved by CHPW prior to use and must comply with the State Contract.

11. **Coordination of Benefits.** Services and benefits available under the Agreement shall be secondary to any other medical coverage, except in accordance with Chapter 284-51 WAC, as applicable. CHPW shall not refuse or reduce services provided under the Agreement solely due to the existence of similar benefits under any other health care contract, except in accord with applicable coordination of benefits rules in WAC 284-51. CHPW shall provide prenatal care and preventive pediatric care and then seek reimbursement from third parties.

12. **Subcontracting.** Contractor may not subcontract any services under the Apple Health Program without the prior written consent of CHPW. Any subcontract entered into by Contractor must be in writing consistent with 42 C.F.R. § 434.6, and all Contractor requirements contained in this Exhibit must be propagated downward into any other lower tiered subcontracts.

13. **Reasonable Accommodations for Disabilities.** Contractor shall cooperate with CHPW to make reasonable accommodation for Members with disabilities, in accordance with the Americans with Disabilities Act, for all Covered Services and shall assure physical and communication barriers shall not inhibit Members with disabilities from obtaining Covered Services.

14. **Surgical Health and Safety.** If Contractor is a hospital, ambulatory care surgery center, or office-based surgery site, Contractor shall endorse and adopt procedures for verifying the correct patient, the correct procedure and the correct surgical site that meet or exceed those set forth in the Universal Protocol™ development by the Joint Commission or other similar standards.

15. **Practice Guidelines.** Contractor shall comply with applicable physical and behavioral health practice guidelines adopted by CHPW.

16. **Supervision of Behavioral Health Care Providers.** If applicable under the behavioral health practice guidelines, Contractor will receive payment for the supervision of behavioral

health providers whose license or certification restricts them to working under supervision, effective as of the first day of the term following August 2019.

17. *Timely Access to Care.* Contractor shall offer access to care comparable to that offered to commercial enrollees or if Contractor serves only Medicaid enrollees, then comparable to Medicaid fee-for-service.

18. *Hours of Operation.* Contractor's hours of operation for Members shall be no less than the hours of operation offered to any other of Contractor's patients.

19. *Administrative Simplification.* Unless otherwise directed by CHPW, Contractor shall use and follow the most recent updated versions of: Current Procedural Terminology ("CPT"); International Classification of Diseases ("ICD"); Healthcare Common Procedure Coding System ("HCPCS"); CMS Relative Value Units ("RVUs"); CMS billing instructions and rules; The Diagnostic and Statistical Manual of Mental Disorders; NCPDP Telecommunication Standard D.O.; and Medi-Span® Master Drug Data or any other nationally recognized drug database with approval by HCA.

20. *Claims Payment Standards.* Except as otherwise allowed under Applicable Law, or unless otherwise agreed by the Parties in writing on a claim-by-claim basis, CHPW shall meet the following minimum standards for timeliness of payment: ninety-five percent (95%) of Clean Claims shall be paid or denied within thirty (30) calendar days of receipt of the paper or electronic claim; ninety-five percent (95%) of all claims shall be paid or denied within sixty (60) calendar days of receipt of the paper or electronic claim; and ninety-nine percent (99%) of Clean Claims shall be paid or denied within ninety (90) calendar days of receipt.

21. *Appointment Wait Time Standards.* As applicable, Contractor shall meet the following appointment wait time standards with respect to Members:

20.1 Transitional healthcare services by a PCP shall be available for clinical assessment and care planning within seven (7) calendar days of discharge from inpatient or institutional care for physical or behavioral health disorders or discharge from a Substance Use Disorder treatment program.

20.2 Transitional healthcare services by a home care nurse, a home care Mental Health Professional or other Behavioral Health Professional shall be available within seven (7) calendar days of discharge from inpatient or institutional care for physical or behavioral health care, if ordered by the Member's PCP or as part of the discharge plan;

20.3 Preventive care office visits shall be available from the Member's PCP within thirty (30) calendar days; available

20.4 Routine care office visits shall be available from the Member's PCP within ten (10) calendar days, including behavioral health services from a behavioral health provider;

20.5 Urgent, symptomatic office visits shall be available from the Member's primary care, behavioral health or another provider within twenty-four (24) hours;

20.6 Emergency medical care shall be available twenty-four (24) hours per day, seven (7) days per week; and

20.7 Second opinion appointments specifically described in the State Contract must occur within thirty (30) calendar days of the request, unless the Member requests a postponement of the second opinion to a date later than thirty (30) calendar days.

CHPW shall monitor Contractor's compliance with this Section. In the event Contractor fails to comply with the applicable appointment wait time standards set forth in this Section, Contractor shall comply with CHPW's procedures for corrective action. Nothing in this Section prohibits Contractor from conducting assessments in alternate settings, such as the Member's home or within an institutional setting.

22. 24/7 Availability. To the extent applicable, Contractor shall make the following services available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days a year by a toll-free telephone number:

21.1 Medical and behavioral health advice for Members from licensed health care professionals;

21.2 Triage concerning the emergent, urgent or routine nature of medical and behavioral health conditions by licensed health care professionals; and

21.3 The toll-free line staff must be able to make a warm handoff to the regional crisis line.

23. Health Information Systems. Contractor shall maintain a health information system that complies with the requirements of 42 C.F.R. § 438.242 and provides the information necessary to meet CHPW's obligations under the State Contract. Contractor shall:

22.1 Collect, analyze, integrate, and report data. The system must provide information on areas that include but are not limited to utilization, grievance and appeals, and terminations of enrollment for other than loss of Medicaid eligibility; and

22.2 Ensure data provided to CHPW is accurate and complete by: (a) Verifying the accuracy and timeliness of reported data; (b) Screening the data for completeness, logic, and consistency; and (c) Collecting service information on standardized formats to the extent feasible and appropriate.

24. Release of Necessary Information. Contractor acknowledges and agrees to release to CHPW any information necessary to perform any of CHPW's obligations under the State Contract.

25. Encounter Data Reporting. Contractor shall submit complete, accurate and timely encounter data to CHPW in accordance with current encounter submission guidelines published by HCA or as otherwise specified by CHPW. Contractor represents and warrants that it has the capacity to submit all data required by HCA to enable CHPW to meet the reporting requirements in the Encounter Data Reporting Guide published by HCA.

26. **Behavioral Health Supplemental Transaction Reporting.** If Contractor is a behavioral health agency, Contractor shall submit complete, accurate and timely BHST data to CHPW or its designee in accordance with the current guidelines published by HCA or as otherwise specified by CHPW. Contractor represents and warrants that it has the capacity to submit all data required by HCA to enable CHPW to meet the reporting requirements in the Behavioral Health Supplemental Transaction Data Guide published by HCA.

27. **Clinical Data Repository.** If Contractor utilizes a certified electronic health record system (EHR), Contractor is required to submit automated exports of standard CCD/CCDA, or subsequent ONC-specified standard healthcare transactions, from Contractor's EHR to HCA's Clinical Data Repository (CDR) via the State Health Information Exchange (HIE), as specified by HCA.

28. **Credible Allegations of Fraud.** Contractor shall refer credible allegations of fraud to HCA and the Medicaid Fraud Control Unit as described in Subsection 12.6 of the State Contract, or its successor.

29. **Subrogation.** Contractor agrees to subrogate to the State for all criminal, civil and administrative action recoveries undertaken by any government entity, including, but not limited to, all claims Contractor has or may have against any entity or individual that directly or indirectly receives funds under the State Contract including, but not limited to, any Health Care Provider, manufacturer, wholesale or retail supplier, sales representative, laboratory, or other provider in the design, manufacture, marketing, pricing, or quality of drugs, pharmaceuticals, medical supplies, medical devices, durable medical equipment, or other health care related products or services. For the purposes of this Section, "subrogation" means the right of any State government entity or local law enforcement to stand in the place of Contractor in the collection against a third party.

30. **Limitations on Referrals.** Contractor referrals may be limited to Participating Providers except in the following circumstances: (a) Emergency services; (b) Services provided outside the Service Areas as necessary to provide Medically Necessary services; (c) When a Member has other primary comparable physical and/or behavioral health coverage, as necessary to coordinate benefits; and (d) Within the Service Areas, as defined in the Service Areas provisions of the Enrollment Section of the State Contract, Contractor shall cover Members for all physical and/or behavioral health necessary services.

31. **High Categorical Risk Providers.** Providers that are deemed to be "high categorical risk," including prospective (newly enrolling) home health agencies and prospective (newly enrolling) durable medical equipment, prosthetics, orthotics and supplies (DMEPOS) suppliers or such other categories of providers as defined under 42 C.F.R. § 424.518, shall be enrolled in and screened by Medicare, in addition to complying with CHPW's policies and procedures regarding credentialing and recredentialing. Such providers shall revalidate Medicare enrollment every three (3) years in compliance with 42 C.F.R. § 424.515. Notwithstanding the foregoing, Infant In-Home Phototherapy Providers that meet CHPW's certification requirements are not required to be enrolled in Medicare.

32. **HCA Approval for Assignment.** Contractor acknowledges and agrees that no assignment of the Agreement shall take effect without the prior written agreement of HCA.

33. **Quality Improvement System.** Contractor shall maintain a quality improvement system tailored to the nature and type of Covered Services provided hereunder, which affords quality control for such services, including but not limited to the accessibility of Medically Necessary services, and which provides for a free exchange of information with CHPW to assist CHPW in complying with the requirements of the State Contract. Providers that are PCPs or specialty care providers shall comply with all quality improvement activities of the CHPW.

34. **Records of Delegated Activities.** As applicable to services rendered under the Agreement, Contractor shall have a means to keep records necessary to adequately document services provided to Members for any and all delegated activities including quality improvement, utilization management, Member's rights and responsibilities, Health Homes, and credentialing and re-credentialing.

35. **Payment in Full and Member Charges.** Contractor agrees to accept payment from CHPW as payment in full. Contractor shall not request payment from HCA or any Member for Covered Services provided under the Agreement, and shall comply with WAC 182-502-0160 requirements applicable to providers. Contractor shall report to CHPW any instance in which a Member is charged for services. Contractor shall repay to a Member any inappropriate charges paid by such Member, or shall reimburse CHPW to the extent CHPW repays such inappropriate charges to the Member.

36. **HCA and Member Hold Harmless.** Contractor agrees to hold harmless HCA and its employees, and all Members in the event of non-payment by CHPW. Contractor further agrees to indemnify and hold harmless HCA and its employees against (a) all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against HCA or its employees through the intentional misconduct, negligence, or omission of Contractor, its agents, officers, employees or contractors, and (b) any damages related to Contractor's unauthorized use or release of Personal Information or PHI of Members.

37. **Termination Provision.** Either Party to this Exhibit may terminate this Exhibit upon ninety (90) days advance written notice to the other Party. Notwithstanding the foregoing, in the event that (a) Contractor is excluded from participation in the Medicaid program, CHPW may immediately terminate the Agreement or this Exhibit upon written notice to Contractor, and may immediately recover any payments for goods or services that benefit excluded individuals or entities; or (b) HCA or Medicare has taken any action to revoke Contractor's privileges for cause, and Contractor has exhausted all applicable appeal rights or the timeline for appeal has expired. "For cause" may include but is not limited to reasons related to fraud, integrity or quality.

38. **Provider Appeal Rights.** If Contractor provides physician services, Contractor may exercise any appeal rights pursuant to Chapter 284-170 WAC to challenge CHPW's failure to cover a service.

39. **CHPW Oversight and Corrective Action.** Contractor acknowledges and agrees that CHPW shall conduct ongoing monitoring and periodic formal review that is consistent with applicable industry standards and the regulations of the Washington State Office of the Insurance Commissioner, if any. Such formal review shall be completed no less than once every three (3) years or more often if specified, and will identify any deficiencies or areas of improvement and

provide for corrective action of any such deficiencies. Such review shall include an evaluation to ensure that services furnished by Contractor to individuals with special health care needs are appropriate to the Member's needs. Inadequate performance under the Agreement will be subject to the revocation of delegation or imposition of sanctions in accordance with the dispute resolution process detailed in the Agreement.

40. *Member Self-Referral.* Contractor acknowledges that Members have a right to self-refer for:

39.1 Family planning services and supplies, and sexually-transmitted disease screening and treatment services provided at participating or non-Participating Providers, including but not limited to family planning agencies;

39.2 Immunizations, sexually-transmitted disease screening and follow-up, immunodeficiency virus (HIV) screening, tuberculosis screening and follow-up, and family planning services through and if provided by a local health department;

39.3 Immunizations, sexually transmitted disease screening, family planning and behavioral health services through and if provided by a school-based health center;

39.4 All services received by American Indian or Alaska Native Members under the Special Provisions for American Indians and Alaska Natives Subsection of the State Contract; and

39.5 Crisis Response Services, including crisis intervention; crisis respite; investigation and detention services; and, evaluation and treatment services. Self-referrals can also be made for assessment and intake for behavioral health services.

41. *Delegated Administrative Services Agreement.* In the event that the Agreement delegates administrative functions to Contractor, the Parties agree that they shall enter into a delegated administrative services agreement that contains all provisions required pursuant to the State Contract.

42. *Confidential Member Information.* Contractor shall keep information about Members, including their medical records, confidential in a manner consistent with Applicable Law.

43. *Member Rights.* Contractor shall comply with any Applicable Law that pertain to Members' rights and shall protect and promote those rights when furnishing services to Members. Contractor shall guarantee each Member the rights set forth below. Each Member must be free to exercise these rights and the exercise of these rights must not adversely affect the way CHPW or Contractor treats the Member. These rights include:

42.1 To be treated with respect and with consideration for Member's dignity and privacy;

42.2 To receive information on available treatment options and alternatives, presented in a manner appropriate to the Member's ability to understand;

42.3 To participate in decisions regarding Member's health care, including the right to refuse treatment;

42.4 To be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation;

42.5 To request and receive a copy of their medical records, and to request that they be amended or corrected in accordance with Applicable Law; and

42.6 To choose a behavioral Health Care Provider.

44. *Background Checks.* Contractor shall require a criminal history background check through the Washington State Patrol for employees and volunteers of Contractor who may have unsupervised access to children, people with developmental disabilities, or vulnerable adults. Further, Contractor shall maintain related policies and procedures and personnel files consistent with requirements in Chapter 43.43 RCW, Chapters 388-877 WAC and Chapter 388-06A WAC.

45. *Cultural Considerations.* If applicable, Contractor shall participate in and cooperate with CHPW's efforts to promote the delivery of services in a culturally competent manner to all Members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.

46. *Member Self-Determination.* Contractor shall (a) obtain informed consent prior to treatment from all Members, or from persons authorized to consent on behalf of Members as described in RCW 7.70.065, (b) comply with the provisions of the Natural Death Act (Chapter 70.122 RCW) and Applicable Law and rules concerning advance directives and POLST (eg., WAC 182-501-0125 and 42 C.F.R. § 417.436), and (c) when appropriate, inform Members of their right to make anatomical gifts pursuant to Chapter 68.64 RCW.

47. *Advance Directives and POLST.* Contractor shall ensure that whether a Member has executed an advance directive or POLST shall be indicated in a prominent part of such Member's medical records, and Contractor shall not provision care or otherwise discriminate against a Member based on whether the Member has executed an advance directive or POLST.

48. *Mental Health Advance Directives.* Contractor shall comply with Chapter 71.32 RCW (Mental Health Advance Directives).

49. *Behavioral Health Services.* If Contractor provides behavioral health services, Contractor must use GAIN-SS and assessment process that includes use of the quadrant placement. Failure to implement and maintain the Integrated Co-Occurring Disorder Screening and Assessment process will result in corrective action.

50. *Behavioral Health Organization (BHO) Coordination.* Contractor shall coordinate with BHO providers in accordance with the State Contract and as required by CHPW.

51. *Health Home Surety Bond.* If Contractor is a home health agency, Contractor represents and warrants that it is in compliance with the surety bond requirements of federal law (Section 4708(d) of the Balanced Budget Act of 1997 and 42 C.F.R. § 441.16).

52. Physician Incentive Plan. If Contractor is at financial risk, as defined in the Substantial Financial Risk or Risk provisions in the State Contract, Contractor shall be subject to solvency requirements that provide assurance of Contractor's ability to meet its obligations. Such requirements shall be regularly monitored and enforced.

If Contractor makes payment to any physician under a Physician Incentive Plan, such plan shall meet all applicable requirements under the State Contract, including but not limited to disclosure requirements and stop-loss protection. No payment to Contractor, or by Contractor to a provider, under a Physician Incentive Plan shall, directly or indirectly, be an inducement to reduce or limit Medically Necessary Services provided to an individual Member.

53. Information on Ownership and Control. Failure to comply with the terms of this Section shall be deemed a material breach of the Agreement.

52.1 If Contractor is not an individual practitioner or a group of practitioners, Contractor shall disclose the following information to CHPW upon Agreement execution, upon request during the re-validation of enrollment process under 42 C.F.R. § 455.414, and within thirty-five (35) business days after any change in ownership of Contractor:

52.1.1 The name and address of any person (individual or corporation) with an ownership or control interest in Contractor;

52.1.2 If Contractor is a corporate entity, the primary business address, every business location, and P.O. Box address;

52.1.3 If Contractor has corporate ownership, the tax identification number of the corporate owner(s);

52.1.4 If Contractor is an individual, date of birth and Social Security Number;

52.1.5 If Contractor has a five percent (5%) ownership interest in any of its subcontractors, the tax identification number of the subcontractor(s);

52.1.6 Whether any person with an ownership or control interest in Contractor is related by marriage or blood as a spouse, parent, child, or sibling to any other person with an ownership or control interest in Contractor;

52.1.7 If Contractor has a five percent (5%) ownership interest in any of its subcontractors, whether any person with an ownership or control interest in such subcontractor is related by marriage or blood as a spouse, parent, child, or sibling to any other person with an ownership or control interest in Contractor; and

52.1.8 Whether any person with an ownership or control interest in Contractor also has an ownership or control interest in any other Medicaid provider, in the State's fiscal provider or in any Managed Care entity.

52.2 Upon the request of CHPW or HCA, Contractor shall furnish to HCA, within thirty-five (35) calendar days of a request, full and complete business transaction information as follows:

52.2.1 The ownership of any subcontractor with whom Contractor has had business transactions totaling more than twenty-five thousand dollars (\$25,000.00) during the previous twelve (12) month period ending on the date of the request; and

52.2.2 Any significant business transaction between Contractor and any wholly owned supplier or any subcontractor during the previous five (5) year period ending on the date of the request.

Contractor shall provide any further information needed or reasonably requested by CHPW for the purpose of satisfying CHPW's HCA reporting requirements under the State Contract, or for the purpose of verifying or screening for exclusion from federal or state health care programs, or for conviction of various criminal or civil offences, among the individuals or entities who have an ownership or control interest in, or who are a managing employee of, Contractor.

52.3 Upon request, Contractor shall furnish to the Washington Secretary of State, the Secretary of the US Department of Health and Human Services, the Inspector General of the US Department of Health and Human Services, the Washington State Auditor, the Comptroller of the Currency, and HCA a description of the transaction between Contractor and a party in interest (as defined in Section 1318(b) of the Public Health Service Act) within thirty-five (35) calendar days of the request, including the following transactions:

52.3.1 Any sale or exchange, or leasing of any property between Contractor and such a party;

52.3.2 Any furnishing for consideration of goods, services (including management services), or facilities between Contractor and such a party but not including salaries paid to employees for services provided in the normal course of their employment; and

52.3.3 Any lending of money or other extension of credit between Contractor and such a party.

54. *Information on Persons Convicted of Crimes.* Contractor shall investigate and disclose to CHPW, at Agreement execution or renewal, and upon request by CHPW of the identified person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XX services program since the inception of those programs and who is:

53.1 A person who has an ownership or control interest in Contractor;

53.2 An agent or person who has been delegated the authority to obligate or act on behalf of Contractor; and

53.3 An agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of, Contractor.

55. *Maternity Newborn Length of Stay; Sterilizations and Hysterectomies.* All hospital delivery maternity care provided under the Agreement shall be in accord with RCW 48.43.115.

All sterilizations and hysterectomies provided under the Agreement shall be in compliance with 42 C.F.R. § 441 Subpart F, and Contractor shall use a Consent for Sterilization form (HHS-687) or its equivalent in connection therewith. A hysterectomy requires the Hysterectomy Consent and Patient Information form (HCA 13-365).

56. *Grievance and Appeals.* CHPW shall maintain a grievance and appeals system in accordance with the requirements of the State Contract, and CHPW shall provide the following information regarding CHPW's grievance and appeal system to Contractor:

55.1 The toll-free numbers to file oral grievances and appeals;

55.2 The availability of assistance in filing a grievance or appeal, including informing the Member about ombuds services and how to access those services;

55.3 The Member's right to request continuation of Medicaid benefits during an appeal or hearing and, if the CHPW's Adverse Benefit Determination is upheld, that the Member may be responsible to pay for the continued benefits;

55.4 The Member's right to file grievances and appeals and their requirements and timeframes for filing;

55.5 The Member's right to a hearing, how to obtain a hearing and representation rules at a hearing; and

55.6 Contractor may file a grievance or request an adjudicative proceeding on behalf of a Member in accordance with the State Contract.

EXHIBIT D
ACKNOWLEDGEMENT OF REVIEW OF PROVIDER MANUAL

Contractor hereby acknowledges review of CHPW's *Provider Manual* and acknowledges that the *Provider Manual* was made available to Contractor for review prior to Contractor's decision to enter into this Agreement. The *Provider Manual* is available at CHPW's website at www.CHPW.org.

Date of Review: _____

Initials of Contractor's Authorized Representative: _____

Effective Date: _____
(CHPW TO COMPLETE)

EXHIBIT E
CONTRACT REPRESENTATIVES AND CONTACT INFORMATION

Clallam County DBA True Star Behavioral Health Services					
Contact Name					
Contact Title					
Mailing Address 1					
Mailing Address 2					
City		State		Zip	
Phone			Fax		
Email					

COMMUNITY HEALTH PLAN of WASHINGTON (CHPW)					
ATTN: Provider Contracting Department					
Mailing Address	1111 Third Avenue, Suite 400				
City	Seattle	State	WA	Zip	98101-3292
Email	Provider.Contracting@CHPW.org				

ATTN: Provider Relations Department					
Mailing Address	1111 Third Avenue, Suite 400				
City	Seattle	State	WA	Zip	98101-3292
Phone	(206) 521-8833		Fax	(206) 613 - 5018	
Email	Provider.Relations@CHPW.org				

ATTN: Credentialing Department					
Mailing Address	1111 Third Avenue, Suite 400				
City	Seattle	State	WA	Zip	98101-3292
Email	provider.credentialing@chpw.org				



AGENDA ITEM SUMMARY

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

2C
MAR 11 2025

Department: Parks, Fair and Facilities

WORK SESSION **Meeting Date: 03.03.2025**

REGULAR AGENDA **Meeting Date: 03.11.2025**

Required originals approved and attached?
Will be provided on:

Item summary:

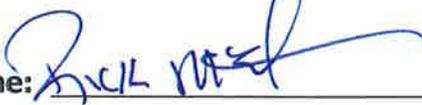
- Call for Hearing
- Contract/Agreement/MOU - **Contract # 305-25-001**
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

Executive summary: Agreement Between Owner (Clallam County) and Contractor (Topper Industries, LLC) for the Clallam Bay Day Use Park, Ramp Replacement Project #19925.24.029 in the amount of \$52,336.00.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** **Funds are in the Budget for \$60,245.00. This is an LTAC Funded Project. (Lodging Tax Advisory Committee)**

Recommended action: Parks, Fair and Facilities recommend awarding the contract to Topper Industries LLC for \$52,336.00

County Official signature & print name:  Rick McFarlen.

Name of Employee/Stakeholder attending meeting: Rick McFarlen

Relevant Departments: Parks, Fair and Facilities.

Date submitted: 02.25.2025

* Work Session Meeting - Submit 1 single sided/not stapled copy Clallam Bay Day Use Park Ramp Replacement #2499CB
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

BID TABULATION FORM

PROJECT:

#19925.24.0.29 Clallam Bay Ramp
 Time- 10:45 am Estimate: \$60,000.
 OPENING DATE: 02.11.2025

CONTRACTOR	BASE BID	ALTERNATE #1	ALTERNATE #2	UNIT PRICING		BOND	TOTAL
				A	B		
Topper Industries LLC	\$52,336.00			NA	NA	Yes	\$52,336.00
Allform Welding	\$54,500.00			NA	NA	No	\$54,500.00
				NA	NA		
				NA	NA		
				NA	NA		
				NA	NA		

A-ADD ALTERNATE
 B/W-BID WITHDRAWAL
 CHK-CHECK
 D-DEDUCT ALTERNATE
 N/A- NOT APPLICABLE
 N/B- NO BID SUBMITTED
 X- ATTENDED WALK-THROUGH

BID PROPOSAL FORM

Project Name: Clallam Bay Park Ramp Replacement.

Project Number(s): # 19925.24.0.29

To: CLALLAM COUNTY PARKS, FAIR & FACILITIES DEPARTMENT

Submission of this bid proposal certifies that the Undersigned has examined the project site and the conditions of work; and has carefully read and thoroughly understands the Bidding Documents governing the work embraced in this project, and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said Bidding Documents and agrees to accept as payment for said work the amounts indicated below under Bid Proposal. The base bid shall include all work except that indicated in the Alternates.

The Undersigned acknowledges that payment will be based on the actual work performed, as measured or provided for in accordance with the said contract documents; Base Bid, Alternates and Unit Prices shall not include State of Washington Sales Tax. Contractor shall pay state sales tax and the County will pay appropriate sales tax to the contractor. Appropriate sales tax is to be added to invoice amounts after award of bid.

BID PROPOSAL

1. BASE BID AMOUNT:

FIFTY TWO THOUSAND THREE HUNDRED THIRTY SIX dollars(\$ 52,336.00)
¢.00/100

2. ALTERNATE BID AMOUNT:

N/A dollars(\$ 0.00)
N/A

3. TOTAL BID:

FIFTY TWO THOUSAND THREE HUNDRED THIRTY SIX dollars(\$ 52,336.00)
¢.00/100

Budget Line

30509.911.59476.63.0848

CONTRACTOR'S CERTIFICATION OF BIDDING & CONTRACT DOCUMENTS

By signing this form, the Contractor certifies that based on the Contractor's knowledge and review, that the Contractor finds the Bidding Contract Documents sufficiently complete and in sufficient detail to perform the work required.

NON-COLLUSION STATEMENT

By signing this proposal, the Contractor certifies that he/she has not participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this project for which this proposal is submitted.

NON-DISCRIMINATION

The Contractor hereby agrees to not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age or presence of any sensory, mental or physical disability.

INDEPENDENT CONTRACTOR STATEMENT

The Contractor certifies that 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, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor.

ADDENDA

Receipt of Addenda(s) numbered 0
is hereby acknowledged and all costs of the Work therefore have been included in the Bid Proposal.

BIDDER NAME AND SIGNATURE

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made, and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name: TOPPER INDUSTRIES I, LLC
Address: 1333 GLENWOOD ST. Telephone 360-841-8320
WOODLAND, WA 98674
Contractor's License No N/A Exp. Date N/A

The firm submitting this proposal is a:

- Sole Proprietorship
- Corporation
- Partnership

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

ELI ANGELL CEO

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED)

[Handwritten Signature]



FIRM NAME TOPPER INDUSTRIES I, LLC

END OF SECTION 00300

ARTICLE 3 - RETAINAGE INVESTMENT OPTION DECLARATION

CONTRACTOR: Topper Industries, LLC

PROJECT NAME: Clallam Bay Park Ramp Replacement
PROJECT NO.: # 19925.24.0.29

DATE: 1/29/2025

Pursuant to RCW 60.28.011, as amended, you may choose how your Retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the County will hold your Retainage as described in "Current Expense" Option 1 below:

- 1. Interest Bearing Account: The County will deposit Retainage checks in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work is completed, or until agreed to by both parties. Interest on the account will be paid to you.
- 2. Escrow/Investments: The County will place the Retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the moneys reserved are to be placed in escrow, the County will issue a check representing the sum of the moneys reserved payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the County and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues.
- 3. The Contractor may at his/her option choose to not submit a performance bond and agrees to a 50% Retainage in lieu of a performance bond. Retainage to be released when Contract is complete and all paperwork submitted. (Pertains to projects under \$35,000.00 only)

Retainage is normally released 30-60 days after final acceptance of work by the County, or following receipt of Labor and Industries Department of Revenue clearance, whichever takes longer.

[Signature]
(Contractor's Signature)
SALES
(Title)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Topper Industries I, LLC
1333 Glenwood Street
Woodland, WA 98674

SURETY:

(Name, legal status and principal place of business)

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Clallam County, WA
223 East 4th Street, Room 150
Port Angeles, WA 98362

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Clallam Bay Park Ramp Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of February, 2025.

Natasha Mentens
(Witness)

Topper Industries I, LLC
(Principal) (Seal)

By: Admin
(Title)

Jenna Jones
(Witness) Jenna Jones

FCCI Insurance Company
(Surety) (Seal)

By: [Signature]
(Title) Sean Tidwell, Attorney-in-Fact



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Sean Tidwell

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

Surety Bond No.: Bid Bond

Principal: Topper Industries I, LLC

Obligee: Clallam County, WA

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission #HH 322522
Expires February 27, 2027

Peggy Snow

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission #HH 322522
Expires February 27, 2027

Peggy Snow

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 11th day of February, 2025

Christopher Shoucair

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

**Clallam County Parks, Fair &
Facilities Department**

**Clallam Bay Day Use Park
-Ramp Replacement-**

Located at the Clallam Bay Day Use Park.
Clallam Bay, WA, 98362

PROJECT NUMBER:
19925.24.0.29

January 2025

Owner Representative:

Clallam County Parks, Fair & Facilities Department
223 East 4th Street, Suite 7
Port Angeles, WA 98362
Contact: Donald Crawford, Director
Phone: 360.417.2429
Email: Donald.Crawford@clallamcountywa.gov

For the:
BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair
Randy Johnson
Mark Ozias

PROJECT MANUAL

1d

JAN 14 2025

CLALLAM COUNTY PARKS, FAIR & FACILITIES DEPARTMENT
NOTICE OF CALL FOR BIDS

SEALED BIDS will be received by the Board of Clallam County Commissioners 223 East Fourth Street, Room 150, Port Angeles, Washington until 10:00 a.m. on Tuesday, February 11th, 2025 for

CLALLAM COUNTY
-Clallam Bay Park Ramp Replacement-

complete drawings and specifications may be obtained from Clallam County Parks, Fair & Facilities, Department 223 East Fourth Street Suite 7, located in the basement of the courthouse. All bidding and related questions shall be directed to Donald Crawford, Clallam County Parks, Fair & Facilities. Phone 360 417 2429 Email: Donald.Crawford@clallamco.wa.us

The sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL - CLALLAM COUNTY - Clallam Bay Park Ramp Replacement**". Address bid proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Bid documents received late by the Commissioners' Office, delivered to other offices, received by fax or email or by any other means will not be considered. **Late bids will be returned unopened.**

Note: All Bids shall include a 5% Bid Bond on a form approved by Clallam County

Clallam County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3 12.070 and reserves the right to reject any or all bids and to waive minor informalities in the process or to accept the bid, which in its estimation best serves the interests of Clallam County

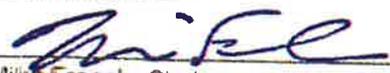
Bidders on Washington State Dept. of Labor & Industries or federal debarment list are prohibited from bidding on this project.

Construction Timeframe: 120 Calendar Days from Agreement Approval

A pre-bid walk-through will be conducted on, Thursday January 30th, 2025@ 2:00 PM. All interested bidders are to meet at the project site, located at Clallam Bay Park, 16775 Hwy 112, Clallam Bay WA 98326. This will be the only opportunity for bidders to review the as-built conditions. Owner and/or the Owners representative will be on site throughout the afternoon to answer questions and provide access for bidders. A bidder's absence will be considered as part of the Bidder responsibility criteria as set forth in the Specifications and Contract Documents.

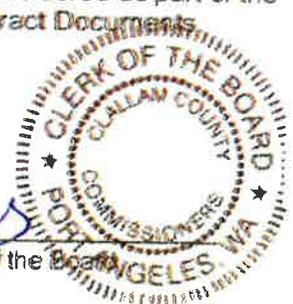
APPROVED this 14th day of JAN 2025.

**BOARD OF CLALLAM COUNTY
COMMISSIONERS:**


Mike French, Chair

ATTEST:


Loni Gores, Clerk of the Board



Publish: **January 17th, and 24th, 2025** (PDN)

Bill: Parks, Fair & Facilities Department.

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DIVISION ZERO
Section 00200

INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINITIONS

- 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. Bidding Requirements include Advertisement and Notice of Call for Bids, Instructions to Bidders, Bid Forms, Sample Contract Forms, and Supplementary Instructions. Contract documents consist of Agreement or Contract Form between Owner and Contractor, Conditions of the Contract including General, Supplementary, Drawings, Plans, Specifications and all Addenda issued prior to execution of the Contract.
- 1.2 Addenda are written or graphic instructions issued by the Owner or Owner's representative Engineer, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.3 A Bid is a properly completed and signed proposal to do the work for sums stipulated and submitted in accordance with the Bidding Documents.
- 1.4 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform work described as the base to which work may be added or deleted for sums stated in Alternate Bids.
- 1.5 An Alternate Bid is an amount stated in the Bid to be added or deducted from the Base Bid if Alternate work is accepted.
- 1.6 A Unit Price is an amount stated in the Bid as a price per unit for materials, equipment, or service as described in Bidding Documents.
- 1.7 A Bidder is a person or entity who submits a Bid.
- 1.8 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of work.

ARTICLE 2 BIDDER'S REPRESENTATION

- 2.1 By making a Bid, the Bidder represents that the Bidder has visited the site and become familiar with local conditions under which the work is to be performed, has read and understands all Bidding and Contract Documents, and correlated personal observations with the requirements of the proposed contract documents. Site visits shall be as stated on Notice of Call for Bids.
- 2.2 The Bid is based upon materials, equipment, labor and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

- 3.1.1 Bidders may obtain complete sets of Bidding Documents from the location(s) designated in the Advertisement or Notice of Call for Bids in the number, and for the deposit sum, if any stated therein (limit of 2 sets per contractor). The deposit sum will be refunded to Bidders who submit a bonafide Bid and return Bidding Documents in good condition within ten days after receipt of Bids. A bidder receiving the Contract Award may retain Documents and deposit will be returned.

DIVISION ZERO
Section 00200

3.1.2 Bidders shall use complete sets of Bidding documents in preparing Bids; neither Owner nor Owner's representative Engineer assumes responsibility for errors or misrepresentations resulting from use of incomplete Bidding Documents.

3.1.3 In making copies of the Bidding Documents available, the Owner and/or Owner's representative Engineer, do so for the purpose of obtaining Bids and do not confer a license or grant permission for any other use of the Bidding Documents.

3.1.4 Copies of bidding documents and specs are available for review in Parks Office, Room 052/Suite 7 in the basement of the courthouse.

3.2 Interpretation or correction of Bidding Documents

3.2.1 The Bidder shall carefully examine the Bidding Documents, examine the site and local conditions, and compare them with other work being bid concurrently or presently under construction to the extent that it relates to work being Bid, and shall at once report to the Owner and/or Owner's representative Engineer errors, inconsistencies, or ambiguities discovered.

3.2.2 The Bidder and sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to Owner and/or Owner's representative Engineer at least seven days prior to the date of receipt of Bids.

3.2.3 Changes in the Bidding Documents will be made by Addendum and changes made in any other manner will not be binding and Bidders shall not rely upon them.

3.3 Substitutions

3.3.1 The materials, equipment, products described in the Bidding Documents establish a standard of function, dimension, appearance and quality to be met by any substitution.

3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by Owner or Owner's representative Engineer at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the materials or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contractors that incorporation of the proposed substitution would require, shall be included. The burden or proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Owner approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

3.3.5 Should any proposed product substitution require any redesign work by the Owner and/or Engineer or his consultations to accommodate the substitute product, costs for such redesign work shall be included in the Bid amount and shall be paid to the Engineer or Owner at his usual rates for the time expended in the required redesign work.

ARTICLE 4 BIDDING PROCEDURES

4.1.1 Bids shall be submitted on forms identical to ones included in the Bidding Documents; shall have all blanks filled out in ink (typed or manually); with sums expressed in words and figures where indicated

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with words governing, and all alternates and unit prices bid. If alternates do not change Base Bid, enter "no change".

4.1.2 interlineation's, alterations and erasures must be initialed by signer of the Bid.

4.1.3 Bid shall include legal name of Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall give the state of incorporation or corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 Bid security

4.2.1 Each Bid shall be accompanied by a bid security in a.) cash, b.) cashier's check/money order, c.) certified check, or d.) Surety Bond in the amount of 5% of the total Bid amount. Bid security shall be in form required, pledging that the Bidder will enter a Contract with the Owner on the terms stated in the Bid, and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Bid security of the lowest three Bidders may be retained by Owner for a period not to exceed 30 days following opening of Bids. All other Bidders' securities shall be returned within ten days of date of receipt of bids. Should Bidder fail to enter into a Contract or furnish bonds where required, the amount of Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.2 Surety Bond shall be written on required forms and the attorney-in-fact who executes the bond shall affix to the Bond a certified and current copy of the power-of-attorney.

4.3 Submission of bids

4.3.1 Bids, Bid Security and other documents required to be submitted with the Bid shall be enclosed in a sealed, opaque envelope marked with the notation "BID PROPOSAL" with project name clearly marked on the outside of the envelope. The envelope shall be addressed to the party receiving the Bids as identified in the Advertisement or Notice Call for Bids and include the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with notation "BID PROPOSAL ENCLOSED" and the project name on the face thereof.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after time and date will be returned unopened. The Bidders shall assume full responsibility for timely delivery at location designated for receipt of Bids.

4.3.3 Oral, telephone, telegraphic, or fax Bids are invalid and will not receive consideration.

4.4 Modification or withdrawal of Bid

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period of thirty days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these instructions to Bidders.

4.4.4 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

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ARTICLE 5 CONSIDERATION OF BIDS

5.1 Bids received on time and properly identified will be opened and read aloud at the Board of Commissioners meeting held immediately after the time and date for receipt of Bids as advertised in Notice Call for Bids.

5.2 The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

5.3 The Owner may determine that a Bidder is not responsible and reject his proposal for any of the reasons found in Clallam County Code Chapter 3.12.

5.4 Bid award

5.4.1 It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the Owners judgment, is in the Owner's best interests.

5.4.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

6.1 Contractor's Qualification Statement - Bidders to whom award of a Contract is under consideration shall submit to the Owner or Owner's representative Engineer, upon request, a properly executed Contractor's Qualification Statement in the form requested by the Owner.

6.2.1 Submittals - The Bidder shall, within three days of notification of selection for the award of a Contract, furnish the Owner or Owner's representative Engineer in writing if not required to be included on the Bid Proposal Form:

1. Work to be performed by Bidders own forces
2. A complete list of sub-bidders or sub-contractors to be used to complete this project
3. Name of project superintendent or foreman to be used
4. Names of manufacturers, products, and supplies of principal items or systems proposed for the Work.

6.2.2 Prior to award of the Contract, the Owner, or Owner's representative Engineer, will notify Bidder if Owner has a reasonable objection to a person or entity proposed by Bidder. If Owner has an objection, the Bidder may (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost, if any, occasioned by the substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of withdrawal or disqualification, the Bid Security will not be forfeited.

6.2.3 Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the work for which they were proposed and shall not be changed except with the written consent of the Owner.

6.2.4 A copy of Contractor's UBI Certification shall be submitted with the signed agreement.

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ARTICLE 7 PERFORMANCE AND PAYMENT BOND

7.1 Bond requirements

7.1.1 The Bidder shall furnish bonds covering faithful performance and payment of all obligations as described in the Bidding Documents and all bonds shall be paid for by the Bidder and costs shall be included in Bid.

7.2 Time of delivery and form of bonds

7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph 7.2.1.

7.2.2 Unless otherwise provided, the bonds shall be written on forms provided by Owner, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum plus sales tax.

7.2.3 The bonds shall be dated on or after the date of the Contract.

7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT

8.1 Form to be used

8.1.1 The Agreement for the Work shall be the completed sample included in the Bidding Documents and shall be signed by the Bidder within ten days of notice by the Owner of award of Contract to the Bidder.

END OF SECTION 00200

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BID PROPOSAL FORM

Project Name: Clallam Bay Park Ramp Replacement.

Project Number(s): # 19925.24.0.29

To: CLALLAM COUNTY PARKS, FAIR & FACILITIES DEPARTMENT

Submission of this bid proposal certifies that the Undersigned has examined the project site and the conditions of work; and has carefully read and thoroughly understands the Bidding Documents governing the work embraced in this project, and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said Bidding Documents and agrees to accept as payment for said work the amounts indicated below under Bid Proposal. The base bid shall include all work except that indicated in the Alternates.

The Undersigned acknowledges that payment will be based on the actual work performed, as measured or provided for in accordance with the said contract documents; Base Bid, Alternates and Unit Prices shall not include State of Washington Sales Tax. Contractor shall pay state sales tax and the County will pay appropriate sales tax to the contractor. Appropriate sales tax is to be added to invoice amounts after award of bid.

BID PROPOSAL

1. BASE BID AMOUNT:

_____ dollars(\$ _____)

2. ALTERNATE BID AMOUNT:

_____ dollars(\$ _____)

3. TOTAL BID:

_____ dollars(\$ _____)

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CONTRACTOR'S CERTIFICATION OF BIDDING & CONTRACT DOCUMENTS

By signing this form, the Contractor certifies that based on the Contractor's knowledge and review, that the Contractor finds the Bidding Contract Documents sufficiently complete and in sufficient detail to perform the work required.

NON-COLLUSION STATEMENT

By signing this proposal, the Contractor certifies that he/she has not participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this project for which this proposal is submitted.

NON-DISCRIMINATION

The Contractor hereby agrees to not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age or presence of any sensory, mental or physical disability.

INDEPENDENT CONTRACTOR STATEMENT

The Contractor certifies that 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, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor.

ADDENDA

Receipt of Addenda(s) numbered _____ is hereby acknowledged and all costs of the Work therefore have been included in the Bid Proposal.

BIDDER NAME AND SIGNATURE

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made, and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name: _____

Address: _____ Telephone _____

Contractor's License No _____ Exp. Date _____

The firm submitting this proposal is a: _____ Sole Proprietorship
_____ Corporation
_____ Partnership

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED) _____

_____ (Seal)

FIRM NAME _____

END OF SECTION 00300

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ARTICLE 1 -STATEMENT OF BIDDER'S QUALIFICATIONS

Upon notification of intent to award bid, Contractor shall complete and submit the below information within three days of notification by Owner.

1. Name of Bidder: _____
2. Business Address: _____
3. How many years has said bidder been engaged in the contracting business under the present firm name?
4. Contracts now in hand (Gross Amount): _____
5. General character of work performed by said company:

6. List of more important projects constructed by said company, including approximate costs and dates:

7. List of company's major equipment:

8. Bank references:

9. Department of Labor and Industries Firm No.: _____
10. Department of Revenue Registration: _____

Name of Bidder

Title

By

Date

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ARTICLE 2 -STATEMENT OF PROPOSED SUB-CONTRACTORS AND MAJOR MATERIAL SUPPLIERS

The Contractor shall submit a complete list of all major material suppliers and a sub-contractor's list within three days of notification of Bid award or upon request by the Owner. NOTE: Per RCW39.30.060, projects expected to cost one million dollars, or more are required, as part of the Bid or within one hour after the published Bid submittal time, to submit a subcontractor list. Failure to submit this information shall render the Bid Nonresponsive. (See RCW39.30.060 for full text)

SUB-CONTRACTOR'S LIST:

<u>NAME & ADDRESS</u>	<u>DESCRIPTION OF WORK/MATERIAL</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

MATERIAL SUPPLIERS LIST:

<u>MATERIAL SUPPLIERS</u>	<u>DESCRIPTION OF WORK/MATERIAL</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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ARTICLE 3 - RETAINAGE INVESTMENT OPTION DECLARATION

CONTRACTOR: _____

PROJECT NAME: **Clallam Bay Park Ramp Replacement**
PROJECT NO.: **# 19925.24.0.29**

DATE: _____

Pursuant to RCW 60.28.011, as amended, you may choose how your Retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the County will hold your Retainage as described in "Current Expense" Option 1 below:

- _____ 1. Interest Bearing Account: The County will deposit Retainage checks in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work is completed, or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 2. Escrow/Investments: The County will place the Retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the moneys reserved are to be placed in escrow, the County will issue a check representing the sum of the moneys reserved payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the County and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues.
- _____ 3. The Contractor may at his/her option choose to not submit a performance bond and agrees to a 50% Retainage in lieu of a performance bond. Retainage to be released when Contract is complete and all paperwork submitted. (Pertains to projects under \$35,000.00 only)

Retainage is normally released 30-60 days after final acceptance of work by the County, or following receipt of Labor and Industries Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

(Title)

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ARTICLE 4 - PERFORMANCE AND PAYMENT BOND FORM

**PERFORMANCE BOND FOR
CLALLAM COUNTY, WASHINGTON**

Bond No. _____

WE, _____ d/b/a _____
(Insert legal name of Contractor) (Insert trade name of Contractor, if any)

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **CLALLAM COUNTY, WASHINGTON** (hereinafter "County"), as Obligee, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. _____ between Principal and County, which total is **initially** _____ Dollars (\$ _____), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents. Said contract (hereinafter referred to as "the Contract") is for _____ and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. _____ between the below-named Contractor and County for _____, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

- (1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.
- (2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof, shall void or impair Surety's obligation hereunder.
- (3) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:
 - (a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or
 - (b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or
 - (c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default, including but not limited to those incurred by County to mitigate its losses, which may include but are not limited to

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attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or

(d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

(4) If County commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by County in enforcement of County's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in Clallam County, Washington.

(5) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Clallam County, and to the extent required under RCW Ch. 39, all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by the Contract.

(6) No rider, amendment or other document modifies this Bond except as follows, which is hereby incorporated herein.

(7) Surety shall give to Principal and to County not less than sixty (60) days' prior written notice by certified mail, return receipt requested, of the effective date of the expiration or cancellation of this bond.

(8) Principal must provide County with a replacement bond, acceptable to County, not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition (7).

(9) If Principal fails to provide the replacement bond not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition

(7) above, such failure shall constitute a default under this bond, for which County may make a claim, and Surety shall be obligated to make immediate payment under this bond of all sums.

SURETY'S QUALIFICATIONS: Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-:VII in A. M. Best's Key Rating Guide.

INSTRUCTIONS FOR SIGNATURES: This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach currently-dated, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation was in effect on the date the bond was signed. **A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.**

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ARTICLE 5 - INDUSTRIAL INSURANCE PREMIUMS AND CONFESSION OF JUDGMENT

1. The contractor shall pay, and is responsible for payment of, all industrial insurance premiums that become due and payable to the Washington State Department of Labor and Industries (Department) pursuant to Title 51, RCW, whether such premiums are attributable to the contractor or its subcontractors.

2. In the event that Clallam County is required to make industrial insurance premiums to the Department due to the failure, neglect or refusal of the contractor to make payment as required herein, the contractor authorizes Clallam County to take judgment against it, and the contractor hereby confesses judgment, in the amount which Clallam County is required to pay the Department pursuant to Title 51, RCW to satisfy contractor's liabilities hereunder. The contractor confesses judgment in an amount equal to the entire industrial insurance premium liability due to the Department on behalf of the contractor and its subcontractors hereunder, less any premium payments previously made to the Department by the contractor.

3. The contractor expressly agrees that the amount confessed herein was expressly negotiated and that the amount due to Clallam County for satisfying contractor's obligations to the Department hereunder is due, justly due or to become due.

4. Until such time as Clallam County is actually reimbursed for industrial insurance premiums paid to the Department due to the failure, neglect or refusal of the contractor to meet its obligations hereunder, the contractor shall be debarred from bidding on any projects for which Clallam County solicits bids.

Corporate:

State of _____)
County of _____) ss

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ (president, vice president, secretary, treasurer, or other authorized officer or agent, as the case may be) of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(CORPORATE SEAL)

(Contractor's Signature)

(Title)

Notary Public in and for the State of Washington
Residing at _____

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FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Project Name: Clallam Bay Day Use Park Ramp Replacement Project
Number(s): # 19925.24.0.29

This agreement is entered into between Clallam County, a political subdivision of the State of Washington, hereafter called "County" and **Topper Industries Inc. LLC, 1333 Glenwood Street Woodland, WA 98674**, hereinafter called "Contractor". The Owner and Contractor agree as set forth below:

1. This Agreement is comprised of the Bidding Documents, Contract Documents, the Agreement, Plans and Specifications as described in the Contract Documents, Addenda issued prior to execution of this Agreement and modifications issued after execution of this Agreement.
2. The Contractor shall execute the entire work described in the Bidding and Contract Documents.
3. The date of commencement is the date the Contractor receives a signed copy of this Agreement by the Board of Commissioners which shall be considered the notice to proceed.
4. **The Contractor shall achieve Substantial Completion of the entire work no later than July 31st, 2025, subject to adjustments provided for in the Contract Documents. All work shall meet Final Completion no later than August 31st, 2025.**
5. The Owner shall pay the Contractor in current funds for Contractor's performance of the Contract the Contract Sum of **Fifty-Two Thousand Three Hundred Thirty Six Dollars and No Cents, Plus Tax (\$52,336.00 plus tax)**, subject to additions and deductions as provided in the Contract Documents.
6. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
Alternates/Unit Pricing:

Alternate #1:

Unit Price #1: \$52,336.00

7. Progress Payments
 - a. The Owner shall make progress payments to the Contractor on account of the Contract Sum as provided for below and elsewhere in the Contract Documents.
 - b. The Contractor shall submit Application for Payment on AIA Document G702 forms not more than once per month or Contractor's own form with same information found on G702 Forms.
 - c. The Contractor shall submit Application for Payment prior to the last day of each calendar month to the Owner or Owner's Representative Engineer.
 - d. The Owner shall make progress payments within 15 calendar days of receipt of Application for Payment and certification that work has progressed satisfactorily.
 - e. Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner or Owner's Engineer may require. This schedule, unless objected to by the Owner or Owner's Engineer, shall be used as a basis for reviewing the Contractor's Applications for payment.
 - f. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
 - g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total

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Contract Sum allocated to that portion of the Work in the schedule of values, less Retainage of five percent. Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

- Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction less Retainage of five percent.
- Subtract the aggregate of previous payments made by the Owner; and
- Subtract amounts, if any, for which the Owner or Engineer has withheld or nullified a Certificate of Payment as provided in the General Conditions.

8. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct non-conforming Work as provided in the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a Final Certificate for Payment has been issued by the Owner or Owner's Representative Engineer; such final payment shall be made by the Owner not more than 30 days after the issuance of the Owner or Owner's Representative Engineer's final Certificate for Payment, punch list is completed and all close-out paperwork and documents have been submitted to the Owner including Department of Revenue clearance.

9. Other documents, if any, forming part of the Contract Documents are as follows:

A. UBI Certification # _____ (copy to be attached to Agreement)

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2025.

CONTRACTOR:
Name

OWNER:
Clallam County Commissioners

(By)

Mike French, Chair

(Its)

Date: _____, 2025

Attest:

This Contract has been Approved As To Form by the
Clallam County Prosecuting Attorney

Loni Gores, Clerk of the Board

END OF SECTION 00500

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GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1 GENERAL PROVISIONS

1.1 Definitions

1.1.1 Contract Documents - consist of Agreement between Owner and Contractor, General Conditions of the Contract, Supplemental Conditions, Bidding Documents, Bonds, Drawings and Specifications, Addenda, approved Alternates, and modifications issued after execution of the Agreement.

1.1.2 The term Work means the construction and services required by the Contract Documents and include all labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations.

1.1.3 The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work.

1.1.4 The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment construction systems, standards and workmanship for the Work and performance of related services.

1.1.5 The Project Manual is the volume assembled for the work which includes the Bidding Documents including Call for Bids and Instructions to Bidders, and Contract Documents.

1.2 Execution, Correlation and Intent

1.2.1 The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement.

1.2.2 Execution of the contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.6 The apparent silence of the specifications or plans as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of first quality are to be used. All interpretations of these specifications shall be made on the basis above stated.

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1.3 Ownership of Documents

1.3.1 The Drawings, Specifications and other documents prepared by the Owner or Owner's Engineer are instruments of the Owner's service through which the Work to be executed by the Contractor is described. The Owner shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright.

ARTICLE 2 OWNER

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 The Owner shall furnish surveys, utility locations, or other records that the Owner has presently on file or presently knows of to the contractor upon request. The Owner will not provide additional surveys, layouts or locations unless specifically stated elsewhere in the Contract Documents.

2.1.3 The Owner shall be responsible for obtaining the septic permit as it relates to this project.

2.1.4 The Owner shall have additional responsibilities enumerated herein.

2.1.5 If the Contractor fails to correct Work or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 3 CONTRACTOR

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner and shall at once report to the Owner errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized (or should have recognized) such error, inconsistency or omission and knowingly failed to report it to the Owner. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owner, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.1.3 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner at once.

3.1.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

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- 3.1.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
- 3.1.6 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 3.1.7 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.1.8 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 3.1.9 The Contractor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- 3.1.10 The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, with the exception of the septic permit that has already been obtained by the Owner.
- 3.1.11 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.
- 3.1.12 If the Contractor observes that portions of the Contract Documents are at variance with codes, the Contractor shall promptly notify the Owner in writing, and necessary changes shall be accomplished by appropriate modification.
- 3.1.13 If the Contractor performs Work knowing or should have known it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.
- 3.1.14 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
- 3.1.15 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.
- 3.1.16 The Contractor shall provide the Owner access to the Work in preparation and progress wherever located.
- 3.1.17 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless, the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or

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resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

3.1.18 With respect to performance of this agreement and as to claims against the county, its elected and appointed officers, agents and employees, the Contractor expressly waives its immunity under Title 51 RCW, the Industrial Insurance Act, as now and 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. This waiver is mutually negotiated by the Owner and Contractor.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 The Owner's project manager shall be the administrator of the contract unless the Owner has agreement for Architectural services.

4.1.1 The Architect is the person lawfully licensed to practice Architecture or an entity lawfully practicing Architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer. Consent shall not be unreasonably withheld.

4.1.3 The Architect will provide administration of the Contract as described in the Contract documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period. The Architect will advise and consult with the Owner. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.1.4 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check observations as an Architect, the Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.1.5 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.1.6 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts to the Owner who has final approval and authority.

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4.1.7 The Architect, with Owner's approval, will have authority to reject Work which does not conform to the Contract documents. Whenever the Architect, with Owner's approval, considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect, with Owner's approval, will have authority to require additional inspection or testing of the work. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.1.8 The Architect will review and, with Owner's approval, approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

4.1.9 The Architect, with the Owner's approval, will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the work as provided in Paragraph 7.1.4.

4.1.10 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

ARTICLE 5 SUBCONTRACTORS

5.1 Definitions

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

5.1.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not, after due investigation, the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply promptly shall constitute notice of no reasonable objection.

5.1.3 The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection.

5.1.4 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.1.5 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and

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redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 6 CONSTRUCTION BY OWNER

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

6.1.2 The Owner shall provide for coordination of the activities of the Owner's own forces

6.1.3 If part of the Contractor's Work depends, for proper execution or results, upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

ARTICLE 7 CHANGES IN THE WORK

7.1.1 Changes in the work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order.

7.1.4 A Change Order is a written instrument prepared by the Owner or Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

1. a change in the Work,
2. the amount of the adjustment in the Contract Sum, if any, and
3. the extent of the adjustment in the Contract Time, if any.

ARTICLE 8 TIME AND LIQUIDATED DAMAGES

8.1.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.1.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be

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furnished by the Contractor. The date of commencement of the Work shall be not changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.1.3 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, then the Contract time shall be extended by Change Order.

8.1.4 Should the Contractor fail to complete the Work within the Contract Time, the Owner will sustain damage.

8.1.5 Therefore, the parties agree that the Contractor shall pay the Owner, as liquidated damages and not as penalty, an amount as follows, which shall be considered to be the amount of the damage sustained by the Owner on account of the condition specified and shall continue to be paid until the condition specified is met.

8.1.6 It is agreed by the parties that **time is of essence in this agreement** and, if the date of final completion is delayed, the Owner will be damaged. The exact amount of the damage will be difficult to calculate, but will include such items as outside leases, loss of efficient function, and inconvenience to the public and to the Owner. **It is agreed between the parties that the amount of damages will be Two Hundred Fifty Dollars and No Cents (\$250.00) per calendar day from Final Completion date as designated on the Form of Agreement between Owner and Contractor.** The Owner may deduct the sum of such liquidated damages from any moneys due or that may become due the Contractor; or if such moneys are insufficient, the Contractor or his Surety or Sureties shall pay the difference.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.1.2 Before the first Application for Payment, the Contractor shall submit to the Owner or Architect a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Owner or Architect may require. This schedule, unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.1.3 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner or Architect, if one is used, an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies or requisitions from Subcontractors and material suppliers, and reflecting Retainage if provided for elsewhere in the Contract Documents.

9.1.4 Such applications may include requests for payment on account of changes in the work which have been properly authorized by Change Orders.

9.1.5 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

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9.1.6 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work.

9.1.7 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.1.8 The Owner shall determine the payment amount to be made to the Contractor.

9.1.9 At the time each month stipulated in the Owner/Contractor Agreement, the Owner shall pay to the Contractor an amount equal to ninety-five percent (95%) of the value of labor and material incorporated in the work, all as approved by the Architect in accordance with the provisions of the Contract Documents; such amount paid to the Contractor shall be less the total of all previous payments and deductions provided for in the Contract Documents. The five percent (5%) withheld shall be Retainage, which shall be paid as provided hereinafter. The percentage of contract retained shall be five percent (5%) pursuant to RCW Chapter 60.28, as amended. Thirty days after final acceptance of the completed work, the balance due will be paid, provided,

- a. The work is fully completed.
- b. Certification has been received by the Owner from the State Department of Labor and Industries, as to payment of prevailing wages, in conformance with laws.
- c. Certification has been received by the Owner from the State Department of Revenue that all taxes have been paid, no tax lien may exist, and
- d. The Contractor warrants to the Owner all claims by materialmen and workmen, if any, for unpaid charges against the work have been satisfied, and
- e. To hold the Owner harmless from all liens on the completed work.

In the event these provisions are not met, the Owner may pay a percentage of the Retainage, holding back that quantity of money for materialmen and laborer's liens, tax liens, cost and attorney's fees to defray the cost of foreclosing all other liens, costs, and Engineer's fee to defray cost of additional Construction Administration services.

After the award of a Contract for public improvement or work for which retained percentages are required to be reserved under the provisions of RCW 60.28.010., Owner shall require the Contractor to exercise in writing, one of the options listed in RCW 60.20.010.

Retained amounts shall be paid into an escrow account, if requested, in a financial institution chosen by the Contractor and approved by the Owner, the interest earnings from which shall accrue to the benefit of the Contractor.

9.1.10 Final payment will not be made by the Owner until all contract conditions and requirements have been fulfilled and all forms and certificates are received in full.

9.1.11 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner or Architect will promptly make such inspection, and when Owner and Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if, in fact, the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless by written agreement of the Owner and Contractor.

10.1.3 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby;
2. the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors, and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.1.4 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.1.5 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.1.6 When use or storage of explosive or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.1.7 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations.

10.1.8 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.1.9 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

10.1.10 The Contractor agrees to comply with Chapter 49.18 RCW providing that no laborer, workman, or mechanic in the employ of the Contractor, Subcontractor, or other person doing or contracting to do the work or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided that, in cases of extraordinary emergency, such as

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danger to life or property, the hours of work may be extended, but in such cases shall not be less than one and one-half times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday or legal holidays shall be performed without additional expense to the Owner. Contractor further agrees the said Contract is terminable in case the Contractor shall violate the provisions of such act.

ARTICLE 11 INSURANCE & BONDS

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
7. claims involving contractual liability insurance applicable to the Contractor's obligations.

11.1.2 The Contractor shall name the Owner, the Engineer, their consultants, and their officers, agents, and employees, as additional insured on the insurance policies, except the workers' or workmen's compensation policy. The Contractor shall obtain from the Owner and Engineer the list of names to appear on the insurance policies.

11.1.3 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

1. Workers' Compensation;
 - a. State: Statutory
 - b. Applicable Federal (e.g. Longshoremen, harbor Work, Work at or outside U.S. Boundaries): Statutory
 - c. Employer's Liability: \$2,000,000.00
 - d. Benefits Required by Union labor contracts: as applicable
 - e. Include all-states endorsement
2. Comprehensive General Liability (Including Premises-Operations; Independent Contractor's Protective, Products and Completed Operations; Broad Form Property Damage):
 - a. Bodily Injury:
 - \$1,000,000.00 Single Limit Per Occurrence
 - Full Contract Amount Aggregate, Products and Completed Operations
 - b. Property Damage: Course of Construction Insurance
 - Full Contract Amount Each Occurrence
 - Full Contract Amount Aggregate

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- c. Products and Completed Operations Insurance shall be maintained until 30 days after final completion
 - d. Property Damage Liability Insurance shall include coverage for the following hazards: Vandalism, Fire, Explosion, Collapse, and Underground
 - e. Contractual Liability:
 1. Bodily Injury: \$1,000,000 Each Occurrence
 2. Property Damage:
 - Full Contract Amount Each Occurrence
 - Full Contract Amount Aggregate
 - f. Personal Injury with Employment Exclusion Deleted: \$1,000,000.00 Aggregate
3. Comprehensive Automobile Liability (Owned, Non-owned, Hired)
 - a. Bodily Injury:
 - \$1,000,000.00 Each Person
 - \$1,000,000.00 Each Occurrence
 - b. Property Damage: \$500,000.00 Each Occurrence
 4. If possible, all of the above insurance coverage shall be carried with the same insurance company.

11.1.4 Certificates of Insurance acceptable to the Owner shall be filed with the Owner and the Architect prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, the Architect, the Contractor, and the Owner's insurer. Certificates shall be furnished in duplicate and stipulate all coverage required, and the Contractor shall furnish to the Owner and the Architect copies of all endorsements that are subsequently issued amending coverage or limits.

11.1.5 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made.

11.1.6 Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

11.1.7 The Contractor shall secure and pay for performance and payment bonds issued by a bonding company, licensed to transact business in the locality of the project, on a Bond Form executed in pursuance to Chapter 39.08 Revised Code of Washington. The Bond Form must comply with all requirements of the Owner's attorney.

The surety bond shall be in the following penal sums:

- Performance Bond 100% of agreement sum, including Washington State Sales Tax
- Labor and Material 100% of agreement sum, including Washington State Sales Tax
- Four copies of Bond Certification required

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11.1.8 The Contract Bond or an equivalent Maintenance Bond shall continue in full force until final acceptance of the Work by the Owner.

11.1.9 The Contractor guarantees the excellence of both workmanship and material, and the payment of all obligations incurred until the Work is finally accepted and for (30) days thereafter, and until the provisions of the Contract Documents are fulfilled.

11.1.10 For the projects under \$25,000.00, Contractor may agree to a 50% Retainage fund in lieu of providing a performance bond. The Retainage fund to be held by the County until work is complete, all paperwork is turned in and state releases signed and returned to County.

ARTICLE 12 WARRANTY

12.1.1 The Contractor shall warranty all labor, materials and work performed for a period of 1 year from date of final completion.

ARTICLE 13 LAW, SUCCESSORS, TESTS

13.1.1 The contract shall be governed by law of the place where project is located.

13.1.2 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.1.3 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.1.4 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except a may be specifically agreed in writing.

13.1.5 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority and shall bear all related costs of tests, inspections and approvals. The contractor shall give the Owner timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.1.6 If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures.

13.1.7 If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures.

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13.1.8 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.

ARTICLE 14 TERMINATION

14.1.1 The Owner may terminate the Contract if the Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

ARTICLE 15 PREVAILING WAGES

15.1.1 **REQUIRED: CONTRACTOR TO FILE STATEMENT OF INTENT TO PAY PREVAILING WAGES AND AFFIDAVIT OF WAGES PAID.** The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries of the State of Washington. The prevailing wage rates for the locality or localities where this Contract will be performed shall be determined by the Industrial Statistician of the Department of Labor and Industries, and are, by reference, made a part of this contract as though fully set forth herein. Current prevailing wage data is furnished by the Industrial Statistician.

15.1.2 **Statement of Intent to Pay Prevailing Wages:** The Contractor, on or before the date of commencement of work, shall complete, file and pay for a statement under oath with the Owner and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen or mechanics employed upon the work by the Contractor or Subcontractor which shall be not less than the prevailing rate of wage. (State Form LI 700-29), State of Washington, Department of Labor and Industries, "Statement of Intent to Pay Prevailing Wages on Public Contract" form. Such statement and any subsequent statements shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries. Therefore, the Contractor shall familiarize himself with this form and all its requirements. The Owner will not distribute any payments until all required certified copies of such forms are received.

15.1.3 It is the responsibility of the Contractor to require all his Subcontractors to complete and pay for "Statement of Intent to Pay Prevailing Wages" forms, submit these documents to the Department of Labor and Industries for certification and forward certified copies to the Owner as proof that the prevailing wage requirements of RCW 39.12.040 have been satisfied. Additional forms may be obtained from the Department of Labor and Industries, Industrial Relations Division, General Administration Building, Olympia, Washington 98504, and from all 15 service locations of the Department of Labor and Industries.

15.1.4 Each voucher claim submitted by a Contractor for payment on a project estimate shall state that prevailing wages have been paid in accordance with the pre-filed statement or statements of intent on file with the Department of Labor and Industrial Statistician.

15.1.5 The Contractor and Subcontractors shall further certify that:

- a. He has not employed or retained any company or person (other than a full-time bona fide employee working solely for the offer) to solicit or receive this Contract and
- b. He has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offer) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this Contract; and

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- c. He has not been asked or otherwise coerced, either expressed or implied, into contributing funds, for any purpose as a condition to doing business with the Owner; and
- d. He agrees to furnish information relating to items 1, 2 and 3 as requested by the contracting officer.

15.1.6 It is further agreed that in case any dispute arises as to what are the prevailing wages for the work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State, and his decision therein shall be final, binding and conclusive on all parties involved in the dispute.

15.1.7 Upon completion of a Public Works Project, the Contractor, for himself and on behalf of all Subcontractors, shall file "Affidavit of Wages Paid" forms. Forms properly executed by the Contractor and all Subcontractors shall be submitted with proper payment to: Department of Labor and Industries, Industrial Insurance Division, Underwriting Section, General Administration Building, Olympia, WA 98504. Each "Affidavit of Wages" must be certified by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the Owner. Copies of all required statements must be on file with the Owner before the retained percentage is released.

15.1.8 Upon completion of a Public Works project, the Contractor shall file a "Release for the Protection of Property Owner and General Contractor" form (LI 206-83 release 1-67) with the Department of Labor and Industries. The Owner will not disburse final payment or the Retainage to the Contractor until a release has been issued by the Department of Labor and Industries. Contractor shall pay for all costs of obtaining and filing all Labor and Industries forms.

ARTICLE 16 OFFSHORE ITEMS

16.1.1 In compliance with RCW 39.25, the Contractor shall furnish the Owner a certified statement setting forth the nature and source of Offshore items in excess of \$2,500 which have been utilized under each prime contract in the performance of the work. "Offshore Items" are those items procured from sources beyond the territorial boundaries of the United States including Alaska and Hawaii. This certified statement is mandatory and shall be received before final payment is made on the contract.

ARTICLE 17 PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES

17.1.1 Pursuant to Chapter 62, Laws of 1973, 1st Ex. Session, those provisions of federal, state and local statutes, ordinances, and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect, or are affected by, the herein described project are, to the extent they are reasonably obtainable, as follows: RCW 43.21.030; RCW 90.58.140; RCW 90.58.320; and RCW 70.94.152. Conform with the provisions thereof.

ARTICLE 18 DISCRIMINATION

18.1.1 The Contractor, by entering this contract, agrees that Discrimination in all phases of employment is prohibited by Title VII of the Civil Rights Act of 1964, Presidential Executive Order 11375, the Washington State Law Against Discrimination, Chapter 49.60 RCW, and by Gubernatorial Executive Orders 66-1 and 70-01, among other laws and regulations.

18.1.2 During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, marital status, or

DIVISION ZERO
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the presence of any physical, sensory or mental handicap, nor shall the Contractor commit any of the other unfair practices defined in RCW 79.60, the Washington State Law Against Discrimination.

2. The Contractor will, in all solicitations or advertisements for employees, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, sexual orientation, age, marital status, or the presence of any physical, sensory, or mental disability.
3. The Contractor will send to each labor union, employment agency, or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of the Contractor's commitments under this contract and RCW 49.60, the Washington State Law Against Discrimination.
4. The Contractor will permit access to its books, records and accounts, and to its premises by the Owner or the Washington State Human Rights Commission for the purpose of investigation to ascertain compliance with these specifications.
5. The Contractor will include the provisions of clauses 1. through 4. above in every Subcontract or purchase order, so that such provisions will be upon each Subcontractor or vendor.

ARTICLE 19 COUNTY/CONTRACTOR RELATIONSHIP

19.1.1 In the event that either the state or federal government determines that an employer-employee relationship exists, rather than an independent contractor relationship, such that Clallam County is deemed responsible for federal withholding, social security contributions 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 based upon the following formula:

Total amount to be reimbursed = Deduction from payment / Number of payments remaining

Notwithstanding a determination by the state or federal government that an employer-employee relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Clallam County provides to its employees, including, but not limited to, vacation and medical benefits.

19.1.2 The status of the Contractor hereunder is that of an independent contractor and the Contractor shall not be construed to be an employee of Clallam County. As an independent contractor, the Contractor is not entitled to any benefits available to employees of Clallam County and the Contractor is responsible for withholding any moneys required to be withheld from the Contractor's employees pursuant to local, state, or federal law including, but not limited to, worker's compensation, social security, and taxes.

END OF SECTION 00600

DIVISION ONE - GENERAL REQUIREMENTS
Section 01001

GENERAL REQUIREMENTS

1. SUMMARY OF WORK

A. Contract Description: The work of this contract includes:

1. Clallam County/Clallam Bay WA

Fabricating Ramp as Designed
Deliver to Clallam Bay County Park.
Cover all Permits (oversized load, etc.)

See attached Drawings for Ramp Dimensions.

**BUDGET- Reestablish Beach Access at Clallam Bay Spit Community Beach County Park, Clallam Bay
Project Scope**

Design, Fabricate, Deliver and Install One (1) each 4'-6" (clear inside guardrails) x 65'-0" Aluminum Bridge, to include

Item	Description
1	Truss design. 100psf live load, L/360 deflection.
2	Fibergrate Ecograte ADA compliant, 62% open, molded, skid resistant, fiberglass deck.
3	One (1) each 4" toe rail – both sides.
4	Horizontal mid rails – less than 4" openings – both sides. Internal handrail – both sides.
5	Fixed hinge – one end.
6	UHMW skids – one end.
7	One (1) each top transition plate, 1'-0" x 4'-6" x 0.250" – metalized surface.
8	One (1) each bottom transition plate, 3'-0" x 4'-6" x 0.375" – metalized surface.
9	Drawings for review / approval.
10	Stamped Washington engineering calculations for review / approval
11	Estimated freight – FOB job site truck, Clallam Bay, Washington
12	Installation

Total Budget \$75000.00

DIVISION ONE - GENERAL REQUIREMENTS
Section 01001

- B. The Contractor is responsible for verifying all systems, assemblies, and details of construction prepared by the Owner or Owner's consultant as being appropriate to and within the standard practices of the building trades involved. The Contractor and all of his subcontractors and sub-subcontractors shall have reviewed all documents thoroughly and shall report any/all discrepancies, irregularities, and items that differ from standard practices during the bidding phase. The Contractor shall be responsible for ensuring proper coordination between the Owner and all trades and all the corresponding documentation directing those trades. The Contractor shall also be responsible for confirmation of all manufacturers' instructions and special requirements of the use and application of their products.

2. WORK NOT IN CONTRACT

- A. 'NIC' (Not in Contract) items are as follows:

- 1.

3. CONTRACTOR USE OF PREMISES

- A. The Contractor shall have access only to the areas where the new work is to be executed. The Contractor shall coordinate with the Owner for staging, power outages, construction, and parking during construction, which will be limited to the area of Work. Work times and dates shall be scheduled and approved by the Owner prior to start of work.

DIVISION ONE - GENERAL REQUIREMENTS

Section 01001

- B. Given the nature of the day-to-day operations of this facility, it is imperative that all scheduling of work be approved beforehand by the Owner.

4. UNIT PRICING

- A. See Bid Forms, Section 00300
- B. Unit Prices: As approved on final Section 00500 Form of Agreement Between Owner and Contractor.

5. ALTERNATES

- A. Alternates quoted on Bid Forms, Section 00300, will be reviewed and accepted or rejected at the Owner's option.
- B. Coordinate related Work as required for a proper installation of all the Work of this Contract.
- C. Alternates: As approved on final Section 00500 Form of Agreement Between Owner and Contractor.

6. COORDINATION

- A. Coordinate scheduling, submittals, trades, and Work of the various sections of specification to ensure efficient and orderly sequence of installation of interdependent construction elements with a minimum of public service disruption.

7. WORKING HOURS

- A. Working hours shall be per the Contractor's set time frame(s)
- B. The Owner has no timeframe requirements, although the Owner must be notified a minimum of 36 hours before any construction work so that proper signage and notification can be given to the public.

8. EXAMINATION

- A. Verify that existing conditions are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

9. PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

10. SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, Subcontractor or supplier; and pertinent Contract Document references.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in

DIVISION ONE - GENERAL REQUIREMENTS
Section 01001

accordance with the requirements of the Work and Contract Documents, prior to submitting the submittal for review by the Owner or Owner's Representative Engineer.

- C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- D. Revise and submit submittals as required; identify all changes made since previous submittal.
- E. Submit a minimum of three (3) copies

11. QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality, or when no level of quality is specified, perform Work as would be standard for a "custom" installation.
- B. Comply with manufacturers' instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

12. TOLERANCES

- A. Monitor tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply fully with manufacturers' tolerances.

13. REFERENCES

- A. Conform to reference standards applicable for each system, product, or assembly as commonly applied to each trade or discipline for this type of work and level of quality specified or implied, by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Owner before proceeding.

14. ELECTRICITY

- A. Power is available in some locations, but not available on the roof. Contractor must provide his/her own electrical generating equipment if/when needed, and provide an approved barrier between power generating equipment and roof membrane.

15. LIGHTING FOR CONSTRUCTION PURPOSES

- A. Lighting is available in some locations but not on the roof. Contractor must provide his/her own electrical generating equipment for lighting if/when needed, and provide an approved barrier between power generating equipment and roof membrane.

16. WATER

- A. Contractor may use existing water as available at facility and in proximity to the project. Any equipment modification required to accommodate the Contractor's needs shall be at the

DIVISION ONE - GENERAL REQUIREMENTS
Section 01001

Contractor's cost. Modifications shall only be made with approval of the County and equipment shall be returned to its original condition or better at the conclusion of the work.

17. SANITARY FACILITIES

- A. The Contractor shall supply temporary toilet facilities at a mutually agreed upon location with the Owner.

18. PROJECT SAFETY

- A. At a minimum, the Contractor shall erect and maintain an orange construction fence, or an alternative acceptable to the Owner, around the entire area of work, and provide temporary closures for protection of adjacent existing conditions, and barriers and signage to protect the public from construction hazards, including any overhead work. Prior to leaving the site in the evening the Contractor shall inspect and insure all fencing and barriers adequately protect the public from the safety hazards created by the work of this project in the Work area.
- B. Contractor shall provide barrier beneath any/all equipment subject to fluid leakage. Any equipment or machinery liquid that leaks on the asphalt shall be cleaned immediately at the Contractors expense.

19. PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.

20. SECURITY

- A. Provide security and facilities to protect Work and Owner's operations from unauthorized entry, vandalism, or theft. There is no on-site security.

21. PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain construction area in a clean and orderly condition. Contractor is responsible for all costs involved in waste removal and the site must be cleaned up at the end of each work day.

22. REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to Final Completion review if applicable.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to be specified condition.

23. PRODUCTS

- A. Products: means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components specifically identified for reuse.

DIVISION ONE - GENERAL REQUIREMENTS
Section 01001

- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer for components being replaced and/or added in addition to existing components, e.g. lighting, switches, receptacles, etc.

24. TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturer's instructions.

25. CONTRACT CLOSE-OUT PROCEDURES

- A. Submit written certification that the Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with the General Conditions and the Contract Documents and ready for Owner inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum/Price previous payments, and amount remaining due.
- C. Complete and submit all required documentation, covered in this Project Manual, and the drawings.
- D. At completion of project the Contractor shall provide three (3) copies of Maintenance & Operation (M&O) manuals which shall be divided by Section and include all major components used in detail, submittals and warranties. Manuals shall be delivered in hard back 3-ring binders with the project name and number on the cover.
- E. Submit Substantial Completion Form - Section 01070.

26. FINAL CLEANING

- A. Execute final cleaning prior to final inspection. Precautions should be made to minimize airborne dust particles on existing equipment and throughout the office environment.
- B. Thoroughly clean all surfaces exposed to view, and remove waste and surplus materials, rubbish, and construction facilities from the site.

27. TESTING AND ADJUSTING

- A. Perform any/all testing of installed as per Manufacturer's recommendations if applicable.

28. WARRANTIES

- A. Provide triplicate notarized copies
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers in 3-ring binders with labels. This may be included with Maintenance & Operations (M&O) manuals.
(See 25. D. above)
- B. Submit prior to final application for payment

29. WA STATE L&I PREVAILING WAGE

- A. This project is subject to WA State L&I Prevailing Wage Rates. Certified Payroll will be required.

DIVISION ONE - GENERAL REQUIREMENTS
Section 01001

- B. All required Intents and Affidavits of wages paid must be submitted prior to Owner request from the State for retainage release.

END OF SECTION 01001

DIVISION ONE - GENERAL REQUIREMENTS
Section 01070

PROJECT: Clallam Bay Day Use Park
Ramp Replacement.

Owner/Arch/Eng: Clallam County
Project Number: # 19925.24.0.29

TO:

Contractor:

Contract for:

Contract Date:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____, 20____, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION:

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner/Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Owner/Architect/Engineer is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

ARCHITECT/ENGINEER	BY	DATE
The Contractor will complete or correct the Work on the list of items attached hereto within ____ days from the above Date of Substantial Completion		

CONTRACTOR	BY	DATE
The Owner accepts the Work, or designated portion thereof, as substantially complete and will assume full possession thereof at _____ p.m. on _____, 20____		

OWNER	BY	DATE
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The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:



AGENDA ITEM SUMMARY

MAR 11 2025 *zd*

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

Department: Parks, Fair, & Facilities

WORK SESSION **Meeting Date: March 3, 2025**

REGULAR AGENDA **Meeting Date: March 11, 2025**

Required originals approved and attached?
Will be provided on:

Item Summary:

- Call for Hearing
- Contract/Agreement/MOU - Contract # 305-24-003
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other: Capital Project Grant Agreement Amendment 1

Documents exempt from public disclosure are attached:

Executive summary: This Washington State Department of Agriculture, Fairs Program Capital Project Grant, has submitted an Amendment K5041-1 to the original grant Agreement #K5041 regarding the safety upgrades to the Dog Barn and Agility Arena at the fairgrounds. This Amendment allows additional improvements to the Dog Barn not listed in the original Agreement. The Amendment was submitted to the Civil Prosecutor's office for review and it was approved.

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 the Washington State Department of Agriculture, Fairs Program Capital Project Amendment 1 to Agreement #K5041.

County Official signature & print name: *Don Crawford* Don Crawford, Director

Name of Employee/Stakeholder attending meeting: Don Crawford

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

Date submitted: 2.26.2025

* Work Session Meeting - Submit 1 single sided/not stapled copy BOCC Agenda item summary Amendment 1 to Agreement re Dog Barn Grant 2025
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019
Questions? Call Loni Gores, Clerk of the Board, ext 2256

STATE OF WASHINGTON
DEPARTMENT OF AGRICULTURE
FAIRS PROGRAM

AMENDMENT 1 TO AGREEMENT K5041

The Washington State Department of Agriculture (WSDA) Agreement K5041 by and between WSDA and Clallam County is amended under the provisions of the Amendments clause (Section 18) and by mutual consent of all parties. Agreement K5041, executed May 7, 2024, awarded \$150,000 to upgrade the dog barn and agility arena, including: rebuilding dog benching area, enclosing superintendent's office, reinforcing rafters, installing air vents in ceilings, installing new walls and windows, refencing the agility arena, and upgrading electrical wiring and fixtures.

Since entering into the grant agreement, Clallam County informed WSDA that the structural integrity of the interior rafters was more severe than anticipated and they also discovered considerable interior water damage, which, if not addressed, will render the balance of the building's interior repairs fruitless. Clallam County would like to amend the scope of Agreement K5041 to include replacing the roof on the dog barn so that the interior work is protected. Clallam County has noted to WSDA that replacing the roof on the dog barn falls within the original \$150,000 awarded. No additional funds are sought after. No amendments are made to the grant amount. Grantee agrees the scope change to re-roof the dog barn will be done within the existing \$150,000 grant award amount.

Section 4 of the Grant Agreement Terms and Conditions, and Attachment I are amended as follows (changes are in bold):

Section 4: Grant Agreement Terms and Conditions

Capital Project: Grantee must use the funding awarded by WSDA under this Agreement solely for the capital improvement project set forth in ATTACHMENT I: **AMENDED** GRANTEE'S APPLICATION FOR CAPITAL GRANT FUNDS, which includes **upgrading the dog barn and agility arena, including: rebuilding dog benching area, enclosing superintendent's office, reinforcing rafters, installing air vents in ceilings, installing new walls and windows, refencing the agility arena, upgrading electrical wiring and fixtures, and re-roofing the entire barn.**

Attachment I: **Amended** Grantee's Application for Capital Grant Funds Description of Capital Improvement: Safety Upgrades to Dog barn and agility arena listed in order of necessity:

1. Rebuilding dog benching area where they were not built currently and are unsafe for weight of a dog.
2. Enclose the office so superintendents' supplies including computers remain safe.
3. Reinforce rafters where they are failing.
4. Air vents in ceilings for healthier ventilation.
5. New walls/windows as many of the windows don't close and the interior walls were built with exterior materials.
6. Re-fence agility arena to appropriate fence height and size, re-leveling ground to remove hidden hole hazards.
7. Upgrades to old and outdated electricity wiring and fixtures.
8. Re-roof the entire barn.

Contract # 305-24-003

Agreement Number: K5041-1

Clallam County

STATE OF WASHINGTON
DEPARTMENT OF AGRICULTURE

Mike French
County Commissioner, Chair

Hannah Mosley-Gonzales
Administrative Regulations Manager

Date

Date


Approved as to Form

Amended



Washington State Department of Agriculture

Fairs Program PO Box 42560 Olympia WA 98504-2560 (360) 902-2043

Application for Capital Improvement Grant Funds

Application deadline: October 2, 2023

(See reverse for eligibility requirements & application process)

Applicant					
Name of Fair Clallam County Fairgrounds				Application Date 09/28/2023	
Street Address 1608 W. 16th St			Mailing Address 1608 W. 16th St		
City Port Angeles	State WA	Zip Code 98363	Mailing City Port Angeles	State WA	Zip Code 98363
Name of Requesting Officer (please print) Don Crawford		Phone Number 360.797.8283	Email Address donald.crawford@clallamcountywa.gov		
If you submit more than one Application for Capital Improvement Grant Funds, what priority is this application (1 being the highest priority)? This application is priority number <u>1</u> of the <u>2</u> grant applications we intend to submit for this fair.					
Capital Improvement Detail					
Description of Capital Improvement (use additional pages if necessary) Safety Upgrades to Dog barn and agility arena listed in order of necessity: 1) Rebuild dog benching area where they were not built correctly and are unsafe for weight of a dog 2) Enclose the office so superintendents' supplies including computers remain safe 3) Reinforce rafters where they are failing 4) Air vents in ceilings for healthier ventilation 5) New walls/windows as many of the windows don't close and the interior walls were built with exterior materials. 6) Re-fence agility arena to appropriate fence height and size, releveling ground to remove hidden hole hazards. 7) Upgrades to old and outdated electricity wiring and fixtures Pictures in attached document. 8) Re-Roof entire barn					
Amount Requested from WSDA \$ 150,000.00	Total Project Amount \$ 150,000.00	Type of Match <input type="checkbox"/> Monetary <input checked="" type="checkbox"/> In-Kind <input type="checkbox"/> Both Monetary & In-Kind <input type="checkbox"/> No Match			
Has the owner of the facility approved this grant application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Description of Match Volunteers or maintenance staff may help with some of the workload.					
How does the project meet the health or safety legal requirement of the capital funding? The barn is currently not safe for dogs, vet has said to fix it or stop using it. We need major renovations to ensure dogs and 4-H'ers are not injured by a failing building that was not built with safe benches; they are hollow underneath. In the Agility arena dogs can currently jump over the 2.5' fence and it is not a large enough or level space to safely perform agility. Remove trees that drop berries poisonous to dogs.					
What is the impact if you were to receive a grant award less than requested? We couldn't complete this project without it.			Can the project be completed by <u>May 31, 2025</u> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Applicant Certification					
I hereby certify under penalty of perjury that the foregoing information is true and correct to the best of my knowledge.					
Signature of Officer Completing Application 			Date Signed 12.13.2024		



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MAR 11 2025

AGENDA ITEM SUMMARY

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

Department: BOCC/Recompete

WORK SESSION Meeting Date: March 3, 2025

REGULAR AGENDA Meeting Date: March 11, 2025

Required originals approved and attached?
Will be provided on:

Item summary:

- Call for Hearing
- Contract/Agreement/MOU - Contract # 245.25.001
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

Executive summary:

The Recompete Governance project is tasked with the tracking and reporting of the overall success of the entire Recompete Program coalition wide. To do this, we budgeted in our grant the purchase of a Customer Relationship Manager (CRM) software program. The CRM program will allow us to track individual participants and their progress, business participation, job postings, manage email lists for outreach, report generation, and other functions.

We solicited several companies and received 3 quotes for this type of system, FutureFit AI, Parin, and Polimorphic. Polimorphic was able to provide a system that met our needs at significant saving from the other company quotes.

- FutureFit AI - \$175,000/year 1 - \$150,000/per year after
- Parin - \$75,000/per year
- Polimorphic - \$15,000/year 1 - \$10,000/per year (+4% per annum)

The Polimorphic CRM is very flexible and can be adapted as needed if we find there are additional processes we need to track or if our reporting needs are changed. Recompete being a pilot program, this flexibility will be very important. This agreement gives us unlimited processes/workflows for up to 5 users. We can get

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary -Polimorphic CRM Purchase 3.3.2025 RS 3.11.2025
 ** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

additional users added, for additional fees, but at this time we do not foresee the need for more users.

We have consulted with the IT department. They have met with Polimorphic approve of this provider and software. The software service is cloud based and therefore does not live on county servers.

The Recompete grant is Federal funding and is subject to the challenges presented under the new administration. At this time, we believe this contract with EDA will continue and therefore we need to move forward with fulfilling our obligations as stated in our agreement. The terms of this purchase agreement with Polimorphic does allow for termination with 60 day written notice, should this funding be rescinded.

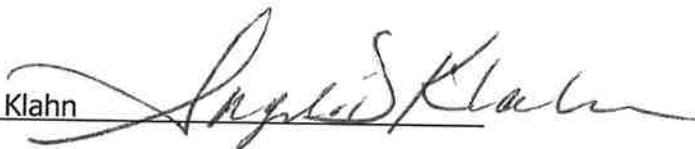
Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is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

None - This purchase was included in the budget for 2025.

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

Staff recommends the approval of this purchase.

County Official signature & print name: Angi Klahn



Name of Employee/Stakeholder attending meeting: Una Wirkebau

Relevant Departments: BOCC/Recompete, IT

Date submitted: 2/26/2025

* Work Session Meeting - Submit 1 single sided/not stapled copy
3.11.2025

Agenda Item Summary -Polimorphic CRM Purchase 3.3.2025 RS

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

Revised: 3-04-2019

245,25.001

polimorphic

122 W 26th Street, Suite 1104 New York, NY 10001
 accounting@polimorphic.com
 (919) 812-1803

CREATED BY	Parth Shah	ORDER NUMBER	CL_CO_WA_002
CONTACT PHONE	949.375.2015	ORDER DATE	10/15/2024
CONTACT EMAIL	parth@polimorphic.com	VALID IF SIGNED BY	1/15/2025

CUSTOMER INFORMATION

CUSTOMER NAME	Clallam County, Washington	POC NAME	Una Wirkebau
BILLING CONTACT	Angi Klahn	POC EMAIL	una.wirkebau@clallamcountywa.gov
BILLING EMAIL	angi.klahn@clallamcountywa.gov	POC PHONE	
BILL TO ADDRESS	223 East 4th Street Port Angeles, Suite 4, WA 98362		
SHIP TO ADDRESS	223 East 4th Street Port Angeles, Suite 4, WA 98362		

SERVICES

SERVICES	ONE TIME COST
Implementation: Client success implementation of workflows. <input checked="" type="checkbox"/>	\$5,000
TOTAL ONE TIME COST: \$5,000	
SUBSCRIPTION	ANNUAL COST
CRM & Workflows: Unlimited processes/workflows <input checked="" type="checkbox"/>	\$10,000
TOTAL ANNUAL SUBSCRIPTION COST: \$10,000	

BILLING

DESCRIPTION	NOTES	START	END	AMOUNT DUE	BILLING DATE
One Time Fees		2/1/2024	2/1/2024	\$5,000.00	2/1/2024
Year 1		2/2/2024	2/1/2025	\$10,000.00	2/2/2024
Year 2		2/2/2025	2/1/2026	\$10,000.00	2/2/2025
Year 3		2/2/2026	2/1/2027	\$10,000.00	2/2/2026
Year 4		2/2/2027	2/1/2028	\$10,000.00	2/2/2027
Year 5		2/2/2028	2/1/2029	\$10,000.00	2/2/2028

TERMS

Billing Terms and Conditions		
Valid Until	Jan 15, 2025	Pricing set forth herein is valid only if Polimorphic Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Rate Increase	4% per annum	After the final service end date listed in this service order, the Annual Subscription Service Fee shall automatically increase by this amount each subsequent year.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice to accounting@polimorphic.com . In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Taxes	The Service Fees and Billing amounts set forth above in this Polimorphic Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, Polimorphic shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to Polimorphic demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the Polimorphic Terms of Service, this Polimorphic Service Order commences on the Order Date stated above and shall continue until the completion of the Service Period(s) for the Service(s) described above. Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the initial Service Period subscriptions automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term. Written notice to Polimorphic should be sent to accounting@polimorphic.com .
Agreement	The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this Polimorphic Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the Polimorphic Terms of Service found at https://www.polimorphic.ai/terms-of-service , which are hereby incorporated into this Service Order.

Customer	
Signature	
Name	
Title	

Polimorphic, Inc.	
Signature	
Name	Parth Shah
Title	CEO

/s/ Jay Reno Approved as to form only
 Civil Deputy Attorney Clallam County 02/21/2025

POLIMORPHIC SYSTEMS

TERMS OF SERVICE

These Terms of Service (the “**Terms**”) form a binding agreement between you (“**you**” or “**Subscriber**”) and Polimorphic, Inc. (“**Polimorphic**”, “**We**”, or “**Company**”). Please carefully read the Terms before registering an account or using the Services (defined below). By signing a service order, statement of work, or other ordering document (each an “**Order Form**”) or using the Polimorphic Service you agree to be bound by these Terms and our Privacy Policy found at www.polimorphic.com/privacy-policy (the “**Privacy Policy**”), which is incorporated into these Terms and forms a legally binding agreement between you and Polimorphic (collectively, the “**Agreement**”).

In order to use the Polimorphic Service, you must first agree to these Terms. If you are registering for or using the Polimorphic Service on behalf of an organization or government entity, you are agreeing to these Terms for that entity and promising that you have the authority to bind that entity to these Terms. In that case, “Subscriber”, “you” and “your” will also refer to that entity, wherever possible. Your use of the Polimorphic Service shall be deemed to constitute your consent to be bound by these Terms and shall be enforceable in the same way as if you had signed an agreement. If you do not agree to be bound by these Terms, please do not place an order and do not use any of the Polimorphic Services.

These Terms may be updated by us from time to time without notice. You can review the most current version of the Terms at any time at www.polimorphic.ai/terms-of-use. The Terms govern your access to and use of any Polimorphic website, platform, integration tool, mobile application, any order you place, and you use or attempted use of the Polimorphic Service.

These Terms are effective as of the date you first click “Agree” (or similar button or checkbox), sign an applicable Order Form, or use or access the Polimorphic Service, whichever is earlier (the “**Effective Date**”). These Terms do not have to be signed in order to be binding.

1. DEFINITIONS. As used in these Terms:

1.1. “**Connected Account**” means any third-party platform connected to, or integrated with, the Polimorphic Service by or on behalf of Subscriber.

1.2. “**Connected Account Data**” means any data collected from, or provided by, any Connected Account.

1.3. “**Constituent**” means any non-governmental natural person or entity that resides within or interacts with the municipality, city, township or village that Subscriber represents.

1.4. “**Constituent Data**” means any information uploaded or transmitted to the Polimorphic Service by a Constituent.

1.5. “**Documentation**” means any user manuals, handbooks, and online materials provided by Polimorphic to Subscriber that describe the features, functionality, or operation of the Polimorphic Platform.

1.6. “**Integration Tools**” means any coding, programming or design techniques, architecture, methodology, APIs, functions, software code, applications, scripts, templates, knowledge, experience, and know how developed by Polimorphic in the performance of any Professional Services related to the integration, implementation, connection and/or onboarding of any Connected Account. For clarity, Integration Tools do not include Connected Accounts or any confidential information of Subscriber.

1.7. “**Order Form**” means any order form for Polimorphic Service executed by both parties that references these Terms.

1.8. “**Performance Data**” means any log files, metadata, telemetry data and other technical performance data automatically generated by the Service relating to the use, performance, efficacy, reliability and/or accuracy of the Polimorphic Service, which does not contain any personally identifiable information or Subscriber Data or Constituent Data.

1.9. “**Professional Services**” means any integration, onboarding or other professional services

that may be performed by Polimorphic hereunder.

1.10. “Polimorphic Platform” means the technology, including AI and machine learning algorithms, used by Polimorphic to deliver the Polimorphic Service to Subscriber.

1.11. “Polimorphic Service” means the on-line service delivered by Polimorphic to Subscriber using the Polimorphic Platform as described in an applicable Order Form.

1.12. “Statement of Work” means any mutually agreed upon work order or statement of work that specifies the Professional Services to be made available by Polimorphic hereunder.

1.13. “Subscriber Data” means Connected Account Data, and any other data uploaded or transmitted to the Polimorphic Service by Subscriber. Subscriber Data does not include Constituent Data.

1.14. “Users” means Subscriber’s employees, representatives, consultants, contractors, or agents authorized by Subscriber to access the Polimorphic Service for which applicable fees have been paid.

2. POLIMORPHIC SERVICE.

2.1. Subscription to the Polimorphic Service. Subject to your compliance with these Terms, commencing as of the Effective Date, Polimorphic hereby grants to Subscriber a non-sublicensable, non-transferable (except as provided in Section 12), non-exclusive subscription to access and use the Polimorphic Service solely for Subscriber’s internal business purposes.

2.2 Support. Subject to your compliance with these Terms, Polimorphic shall use commercially reasonable efforts to (a) maintain the security of the Polimorphic Service; and (b) provide 9am – 5pm (EST) email support, excluding federal holidays.

3. ONBOARDING AND CONNECTED ACCOUNTS.

3.1. Connected Accounts. In order to access many of the features and functions of the Polimorphic, Service, Subscriber will need to link its Connected Accounts to the Polimorphic Service. By granting Polimorphic access to any Connected Account, (i) Subscriber represents and warrants that it is entitled to disclose any log-in information provided by Subscriber in connection therewith and/or to grant Polimorphic access to such Connected Accounts, (ii) Subscriber represents and warrants that it is in good standing with respect to such Connected Accounts, and (iii) Subscriber acknowledges that Polimorphic may access Connected Account Data so that it may be used in accordance with these Terms. Subscriber further acknowledges and agrees that each Connected Account, including access to and use thereof and uptimes related thereto, is solely determined by the applicable provider of the relevant Connected Account. Polimorphic will have no liability for any unavailability of any Connected Account, or any third party provider’s decision to discontinue, suspend or terminate any Connected Account.

3.2. Integrating Connected Accounts. Subscriber acknowledges and agrees that in order to properly onboard to the Polimorphic Service and make full use of features and functions of the Polimorphic Service, Subscriber will need to integrate or connect to Connected Accounts with the Polimorphic Service. The Polimorphic Platform has certain prebuilt integrations readily available. In the event any integrations are required to be developed, Polimorphic may create such integrations in accordance with a mutually agreed upon Statement of Work. In the event of any conflict between these Terms and any Statement of Work, these Terms will control, unless the terms of the Statement of Work specifically identify those section(s) of the Terms to be superseded by the Statement of Work, in which case the Statement of Work will control solely with respect to such section(s).

4. SUBSCRIBER’S USE OF THE POLIMORPHIC SERVICE.

4.1. Access and Security Guidelines. Each User will be provided access to and use of the Polimorphic Service through confidential account credentials. Subscriber will be responsible for all uses of its account. Subscriber will promptly notify Polimorphic of any unauthorized use or access to its account. User seats may not be shared amongst other Users.

4.2. Restrictions. Subscriber will not, and will not permit any User or other party to: (a) reverse engineer, disassemble or decompile any component of the Polimorphic Platform; (b) interfere in any manner with the operation of the Polimorphic Service, or the Polimorphic Platform or the hardware and network used to operate the Polimorphic Service; (c) sublicense any of Subscriber’s

rights under these Terms, or otherwise use the Polimorphic Service for the benefit of a third party or to operate a service bureau; (d) modify, copy or make derivative works based on any part of the Polimorphic Platform; or (e) otherwise use the Polimorphic Service in any manner that exceeds the scope of use permitted under **Section 2.1**.

5. FEES, PAYMENT AND SUSPENSION OF SERVICES. Subscriber will pay Polimorphic all applicable fees for use of the Polimorphic Service ("**Fees**"). All Fees are exclusive of, and Subscriber shall pay, all sales, use, excise and other taxes and applicable export and import fees, customs duties and similar charges that may be levied upon Subscriber. Polimorphic reserves the right (in addition to any other rights or remedies Polimorphic may have) to discontinue the Polimorphic Service and suspend Subscriber's access to the Polimorphic Service if any Fees are overdue until such amounts are paid in full. Subscriber is responsible for providing complete, accurate and up to-date billing and contact information.

6. CONFIDENTIAL INFORMATION.

6.1. "Confidential Information" means all information regarding a party's business, including, without limitation, technical, marketing, financial, employee, planning, and other confidential or proprietary information, disclosed to a party, that is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary. Subscriber Data is the Confidential Information of Subscriber. Confidential Information of Polimorphic includes information derived from or concerning the Polimorphic Service, the Polimorphic Platform, and the Documentation.

6.2. The receiving party agrees that it will not use or disclose to any third party any Confidential Information of the disclosing party, except as expressly permitted under these Terms. The receiving party will limit access to the Confidential Information to those who have a need to know such information to use or provide the Polimorphic Service. The receiving party will protect the disclosing party's Confidential Information from unauthorized use, access, or disclosure in a reasonable manner. The restrictions on use and disclosure of Confidential Information set forth above will not apply to any Confidential Information which (a) is or becomes a part of the public domain through no act or omission of the receiving party, (b) was in the receiving party's lawful possession prior to the disclosure, as shown by the receiving party's competent written records, or (c) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body.

7. OWNERSHIP AND DATA.

7.1. Polimorphic Platform and Technology. Subscriber acknowledges that Polimorphic retains all right, title and interest in and to the Polimorphic Platform, Integration Tools and all software and all Polimorphic proprietary information and technology used by Polimorphic or provided to Subscriber in connection with the Polimorphic Service (the "**Polimorphic Technology**"), and that the Polimorphic Technology is protected by intellectual property rights owned by or licensed to Polimorphic. Other than as expressly set forth in these Terms, no license or other rights in the Polimorphic Technology are granted to the Subscriber. Subscriber hereby grants Polimorphic a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Polimorphic Service any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber, including Users, relating to the Polimorphic Service. Polimorphic shall not identify Subscriber as the source of any such feedback.

7.2. Subscriber Data. Subscriber retains all right, title and interest in and to the Subscriber Data. Subscriber hereby grants to Polimorphic a non-exclusive, worldwide, royalty-free and fully paid-up license to: (a) access and use Subscriber Data to provide the Polimorphic Services to Subscriber; and (b) use Subscriber Data on an aggregated and anonymized basis to improve the Polimorphic Services; *provided, that*, the license grant in subpart (b) shall be perpetual and irrevocable. Subscriber represents and warrants that it has all necessary rights to grant Polimorphic the foregoing licenses.

7.3. Constituent Data. Subscriber acknowledges that Polimorphic's collection, use and disclosure of Constituent Data is and shall be governed by Polimorphic's privacy policy available at: <https://www.polimorphic.com/privacy-policy>, as may be updated by Polimorphic from time to

time.

7.4. Data Security. In the event Polimorphic becomes aware of any loss or unauthorized access, disclosure or use of any Subscriber Data (“**Security Breach**”), Polimorphic will (i) promptly notify Subscriber in writing of such Security Breach, and (ii) take reasonable steps to identify the cause of such Security Breach, minimize the harm associated therewith and prevent reoccurrence thereof. Any notification of any Security Breach will describe, to the extent known, details of the Security Breach, including steps taken to mitigate the potential risks.

7.5. Performance Data. Polimorphic retains all right, title and interest in and to the Performance Data, and may use Performance Data for any lawful purpose.

8. TERM AND TERMINATION.

8.1. Term. These Terms are binding as of the Effective Date and shall continue until all Order Forms have expired, unless terminated earlier in accordance with these Terms. Unless otherwise set forth in an Order Form, each Order Form will have an initial term of one (1) year (the “**Initial Order Term**”) and will automatically renew for successive one (1) year periods (each, a “**Renewal Order Term**”) and collectively with the Initial Order Term, the “**Order Term**”), unless either party provides no less than sixty (60) days’ written notice of its intent to terminate as of the end of the then-current Order Term. Unless otherwise stated in the Order Form, the pricing for the Initial Order Term and each subsequent Renewal Order Term, will be based on the total number of Constituents who are natural persons within Subscriber’s municipality, city, township or village at the commencement of the then-current Order Term. The number of Constituents will be determined by Polimorphic, and Polimorphic will provide notice to Subscriber thereof, no less than sixty (60) days prior to the commencement of any Renewal Order Term using publicly available U.S. Census Bureau data available at <http://census.gov/data.html>.

8.2. Termination. Either party may terminate these Terms upon written notice if the other party materially breaches these Terms and does not cure such breach (if curable) within thirty (30) days after written notice of such breach. Upon the expiration or termination of these Terms for any reason, (a) any amounts owed to Polimorphic will become immediately due and payable; and (b) each party will return to the other all property (including any Confidential Information) of the other party. Polimorphic agrees that upon expiration or termination of these Terms, Polimorphic will remove all Subscriber Data from the Polimorphic Platform and all Subscriber access to the Polimorphic Service will cease. Provisions that by their nature are intended to survive termination, including without limitation **Sections 1, 5, 6, 7, 8.2, 9.2, 9.3, 10-12** will survive the termination of these Terms.

9. WARRANTY; DISCLAIMER.

9.1. Limited Warranty. During the Term, Polimorphic warrants that the Polimorphic Service, when used as permitted by Polimorphic and in accordance with the Documentation, will operate as described in the Documentation in all material respects. If Subscriber notifies Polimorphic of any breach of the foregoing warranty, as Subscriber’s sole and exclusive remedy, Polimorphic shall use commercially reasonable efforts to repair and fix the non-conforming functionality.

9.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE POLIMORPHIC SERVICE, POLIMORPHIC PLATFORM AND DOCUMENTATION ARE PROVIDED “*AS IS*” AND “*AS AVAILABLE*” AND (B) POLIMORPHIC AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.3. CONNECTED ACCOUNTS. Subscriber acknowledges that Polimorphic has no control over, or other ability or obligation with respect to the maintenance, upkeep, status or support of any Connected Accounts or other component thereof, including the accuracy, timeliness, reliability, or completeness of any Connected Account Data. Subscriber further acknowledges that, as a result, Polimorphic will not be liable for any inaccuracies, losses or other claims arising from or related to any notifications, results, records or other outputs created or provided by the Polimorphic Service (collectively, “**Outputs**”) that are based on the Connected Account Data. Accordingly, Polimorphic makes no representations or warranties with respect to the accuracy, timeliness, reliability or completeness of any Outputs. Polimorphic will have no liability with respect to any Outputs, any

acts, omissions, reliance, delays, errors or other liabilities arising from or related to any Outputs, or any downtime, unavailability, inaccuracies or failures of any Connected Accounts. Subscriber represents and warrants that it has all necessary rights and authority to disclose any account credentials and passwords provided by Subscriber to Polimorphic related to any Connected Accounts, and that Polimorphic's access to and use of any Connected Accounts will not require Polimorphic to pay any amounts to any third party.

10. INDEMNITY.

10.1. By Polimorphic. If any action is instituted by a third party against Subscriber based upon a claim that the Polimorphic Service or Polimorphic Platform, as delivered, infringes any third party's intellectual property rights, Polimorphic shall defend such action at its own expense on behalf of Subscriber and shall pay all damages attributable to such claim which are finally awarded against Subscriber or paid in settlement. If the Polimorphic Service or Polimorphic Platform is enjoined or, in Polimorphic's determination is likely to be enjoined, Polimorphic shall, at its option and expense (a) procure for Subscriber the right to continue using the Polimorphic Service, (b) replace or modify the Polimorphic Platform or Polimorphic Service so that it is no longer infringing but continues to provide comparable functionality, or (c) terminate these Terms and Subscriber's access to the Polimorphic Service and refund any amounts previously paid for the Polimorphic Service attributable to the remainder of the then-current term. This Section sets forth the entire obligation of Polimorphic and the exclusive remedy of Subscriber against Polimorphic for any claim that the Polimorphic Service infringes a third party's intellectual property rights.

10.2. By Subscriber. To the extent permitted under applicable State law of the Subscriber, if any action is instituted by a third party against Polimorphic relating to (a) any claims or disputes between Subscriber and any provider of any Connected Account or any Constituent, (b) Subscriber's breach or alleged breach of Section 2.1, or (c) Subscriber's breach of these Terms or use of the Polimorphic Services in violation of any applicable laws, rules or regulations, Subscriber will defend such action at its own expense on behalf of Polimorphic and shall pay all damages attributable to such claim which are finally awarded against Polimorphic or paid in settlement of such claim.

10.3. Procedure. Any party that is seeking to be indemnified under the provision of this Section 10 must (a) promptly notify the other party (the "**Indemnifying Party**") of any third-party claim, suit, or action for which it is seeking an indemnity hereunder (a "**Claim**"), and (b) give the Indemnifying Party the sole control over the defense of such Claim.

11. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL POLIMORPHIC OR SUBSCRIBER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS IN ANY WAY RELATING TO THESE TERMS. IN NO EVENT SHALL POLIMORPHIC'S AGGREGATE, CUMULATIVE LIABILITY IN ANY WAY RELATING TO THESE TERMS EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY POLIMORPHIC FROM SUBSCRIBER PURSUANT TO THE APPLICABLE ORDER FORM OR STATEMENT OF WORK DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO SUBSCRIBER'S PAYMENT AND INDEMNITY OBLIGATIONS. THE PARTIES WOULD NOT HAVE ENTERED INTO THESE TERMS BUT FOR SUCH LIMITATIONS.

12. GENERAL PROVISIONS.

Polimorphic may use Subscriber's name and logo on Polimorphic's website and identify Subscriber as a Subscriber of Polimorphic. Neither party may assign any rights or obligations arising under these Terms, without the prior written consent of the other; *except* that Polimorphic may assign these Terms without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempted assignment or transfer in violation of the foregoing will be null and void. Subscriber agrees that Polimorphic may subcontract certain aspects of the Polimorphic Service to qualified third parties, *provided that* any such subcontracting arrangement will not relieve Polimorphic of any of its obligations hereunder. These Terms will be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws principles. If a lawsuit or court proceeding is permitted under this Agreement, the parties will be subject to the exclusive jurisdiction of the state and federal courts located in the City of New York. Any notice under these Terms must be given in writing to the other party at the address set forth above. Notices will be deemed to have been given upon receipt (or when delivery is refused) and may be (a) delivered personally, (b) sent by recognized courier service, or (c) sent by electronic mail to the addresses indicated on the Order Form. These Terms (as modified by Polimorphic from time to time)

together with any executed Order Forms or Statements of Work represent the entire understanding and agreement of the parties, and supersedes any and all previous and contemporaneous understandings. Except as set forth in these Terms, only a writing signed by both parties may modify these Terms. In the event that any provision of these Terms is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of these Terms will remain in full force and effect. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. All waivers must be in writing. The parties to these Terms are independent contractors, and no agency, partnership, franchise, joint venture or employee employer relationship is intended or created by these Terms. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under these Terms due to any cause beyond its reasonable control, including without limitation an act of war, terrorism, act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, epidemic, pandemic, or failure or degradation of the Internet. Polimorphic is not responsible or liable for any delay or failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform any of its obligations under these Terms.



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MAR 11 2025

AGENDA ITEM SUMMARY

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

Department: BOCC/Finance

WORK SESSION Meeting Date: 3/3/2025

REGULAR AGENDA Meeting Date: 3/11/2025

Required originals approved and attached?
Will be provided on:

Item summary:

- Call for Hearing
- Contract/Agreement/MOU - Contract # 19941.25.001
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

Executive summary:

This is our 2025 Personal Services Agreement with the Clallam County Economic Development Council in the amount of \$130,500.

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?**

Funding for this contract is already included in the 2025 Budget.

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

Please review and sign.

County Official signature & print name:  Eleanor Hill

Name of Employee/Stakeholder attending meeting: Eleanor Hill, Coleen McAleer

Relevant Departments: BOCC/Finance

Date submitted: 2/20/2025

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

Agenda Sum 1-30-2024
Revised: 3-04-2019



PERSONAL SERVICES AGREEMENT

Contract Number: 19941.25.001

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

Name: Clallam County Economic Development Council

Address: P.O. Box 1085
Port Angeles, WA 98362

Phone No: 360.457.7793

(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 first day of January 2025 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of December 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2025.

CONTRACTOR: 

Colleen McAleer, Executive Director

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Date: February 25, 2025

ATTEST:

Loni Gores, Clerk of the Board



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

Originals: BOCC
Vendor
Initiating Department

SCOPE OF WORK

The Contractor is a non-profit educational and research corporation of the State of Washington, and the County has need of research and education with regard to its operations.

The County performs various services, including land-use planning and road maintenance and construction, and is interested and concerned with the present and future utilization of these services and the economic stability and well-being of the County.

The County needs development and implementation of an overall economic development plan.

PERFORMANCE BY THE CONTRACTOR

ACTIVITIES:

Required reporting by Associate Development Organizations (ADOs) on performance measures listed below represent two broad areas of work mandated by statute RCW 43.330.080

- Direct assistance, including business planning, to companies throughout the county who need support to continue their business, expand, or relocate to Washington from out of state, from other counties or other countries. Assistance must comply with business recruitment and retention protocols established in RCW 43.330.062.
- Support for regional economic research, regional planning efforts to implement target industry sector strategies and other economic development strategies, including cluster-based strategies and writing grants that support economic development of Clallam County, especially the county's most underserved communities and populations. Research and planning efforts should support increased living standards and increased foreign direct investment and be aligned with the statewide economic development strategy. Regional associate development organizations retain their independence to address local concerns and goals.

DELIVERABLES:

1. The Clallam County Economic Development Council (EDC) 2025 Work Plan is outlined in Section A below.
2. The EDC and the CLALLAM COUNTY have agreed to the required performance measures that will be used by the EDC and the CLALLAM COUNTY to assess the EDC's performance. These performance measure targets are identified in Section B below. These performance measures are specific deliverables under this agreement.
3. The EDC shall collect data and shall provide quarterly reports to the BOARD OF COUNTY COMMISSIONERS (BOCC) on all required data in Table B below Performance Measures. These reports are an agreement deliverable.
4. Only those activities identified in Section B "Performance Measures" will be used by the EDC and CLALLAM COUNTY to assess achievement of "Performance Measure Targets".
5. Diversity, Equity, and Inclusion (DEI) work is an integral part of the EDC's work. The EDC will use Census data to target DEI within Clallam County. The EDC will pursue partnerships with the four tribal governments to remove barriers to access opportunities and resources to ensure these residents have every opportunity to prosper. The EDC will use the state resiliency network which CIE is a part of and use their advisors who are fluent in Spanish or other languages as needed to work with local business owners.
6. Demographic Information for Business Ownership and Certifications – Using the online Interaction and Initiative forms or the Business Survey – The EDC will capture demographic and other relevant data from the businesses we serve to help us improve our efforts to remove systemic barriers which impact marginalized businesses and communities. These demographic reports are an agreement deliverable.
7. Quarterly Reports and quarterly invoices will be submitted to the Chair of the BOCC or his/her designee by the following dates:

- a. April 15, 2025
- b. July 15, 2025
- c. October 15, 2025
- d. January 15, 2026

SECTION A – WORK PLAN FOR 2025

1. The EDC will provide direct assistance, including business planning, to companies throughout the county who need support to stay in business, expand, or relocate to Washington from other states, from other counties or other countries. Assistance complies with business recruitment and retention protocols established in RCW 43.330.062, and will include:
 - a. **Providing information to business owners on state and local permitting processes, utility barriers, tax issues and incentives, export assistance available, and for operating, expanding, or locating a business in Clallam County.**
 - The EDC will readily distribute information to business owners using the social media, newsletters, and our website, www.clallam.org.
 - The EDC will present (with partners if possible) information regarding our Initiatives at each of the four chamber forums across Clallam County and with community organizations such as Rotary Clubs, Soroptimist, Kiwanis, etc.
 - The EDC will communicate with the local Realtor Associations to understand barriers for business growth which produce living wage jobs and desired development. The EDC will coordinate meetings and forums to connect decision-makers at the local level to ensure barriers are understood and addressed if possible.
 - The EDC will respond to requests for assistance which will include regulatory research and support, community forums, housing study, recruitment incentives research and negotiations, land use planning and code assistance, and referrals. The EDC will refer inquiries to appropriate partners across the county.
 - b. **Marketing CLALLAM COUNTY as an excellent location to expand or relocate a business and positioning Clallam County as a competitive place to grow business, which may include developing and executing regional plans to attract companies from out of the area:**
 - The EDC will work actively with local government staff to actively market, recruit, and support businesses in Clallam. This will include conferences that directly support of the county and cities primary industry sectors.
 - The EDC will respond to inquiries from businesses seeking to locate in our area.
 - The EDC will actively participate in recruitment of businesses in partnership with Dept of Commerce, Impact Washington, and local leaders.
 - The EDC will distribute existing Clallam County marketing videos and will produce videos for targeted purposes when appropriate.
 - c. **Working with businesses to support site location and selection assistance:**
 - The EDC will review all site selection opportunities presented. The EDC will send the inquiry to appropriate partners if the area meets the minimum qualifications to assess interest.
 - The EDC will assess zoning requirements and needs throughout the county and provide feedback to local governments and elected officials.
 - The EDC staff will support calls for assistance with site selection and facilitate research through pertinent parties such as PNNL, utility specialists, planners, and Realtors®.

Additionally, the EDC will communicate with business owners regularly to support their needs and understand the economies within the county.

d. Providing business retention and expansion services throughout the county. These support services include business outreach through multiple methods including in-person meetings (when allowed), surveys to identify and address challenges and opportunities faced by businesses.

- The EDC's APEX Accelerator Program Director and Counselor will reach out to local businesses and provide technical assistance to those businesses who express interest in selling to local, state, or federal government.
- The EDC will partner with Peninsula College to collect business data through surveys.
- The EDC will share information to existing Clallam businesses about:
 - 1) Resources available for microenterprise development.
 - 2) The opportunity to maintain jobs through shared work programs authorized under chapter 50.60 RCW.
 - 3) Resources for manufacturers available through Impact Washington.
 - 4) Strategic Reserve Fund applications as appropriate; and
 - 5) Opportunity Fund applications through local government as appropriate.
- The EDC will continue to partner with the WSBDC, APEX Accelerator, each of the four Chambers, CIE, NODC, NPBA, Realtor Associations, Peninsula College, and PORT and city staffs to help serve the needs of businesses throughout the county.
- The EDC staff will provide assistance with research, site selection and workforce issues. We facilitate research through pertinent parties such as utility specialists, planners.

e. Participating in economic development system-wide discussions regarding gaps in business start-up assistance in Washington.

- The EDC will participate in the semi-annual State Best Practices Conferences and will present information and programs to help other areas of the state understand barriers and practices that most readily overcome those barriers.
- The EDC will share its partnership and practices with the Washington State Small Business Development Center (SBDC) and the Center for Inclusive Entrepreneurship (CIE).
- The EDC will assist interested buyers and existing small business owners to accommodate small business succession.
- The EDC will actively coordinate with childcare providers to assess the need in Clallam County and identify and initiate innovative and collective solutions to make the Childcare industry more financially sustainable in 2025. The EDC will continue to pursue grant funding to offer technical assistance, equipment and supplies at no cost to our local childcare providers.

2. Support for regional economic research and regional planning efforts to implement target industry sector strategies and other economic development strategies, including cluster-based strategies. Research and planning efforts should support increased living standards and increased foreign direct investment and be aligned with the statewide economic development strategy. Regional associate development organizations retain their independence to address local concerns and goals. Activities include:

a. Advance the Natural Resources Innovations Center (NRIC) work.

- Coalesce industry leaders on the North Olympic Peninsula in the forest products and marine industries to drive the transformation of the region's natural resource economy toward more innovative, value-added, circular, and sustainable uses of forest and marine resources.

Funds would be used to support development and implementation of a Natural Resource Innovations Center to drive ongoing economic development, and for outreach to sustain meaningful participation of the area's 5 Indian Tribes, and Latino and low-income communities on the Peninsula's West End.

- If Industry members deem the program's value is valuable to them, convert the EDC NRIC Subcommittee into a separate nonprofit with its own board of directors.

b. Participating with the State Board for Community and Technical Colleges, and Peninsula College, High School Career & Technical Programs and the Olympic Workforce Development Council.

- The EDC will continue its on-going partnership with Peninsula College (PC) in workforce education, outreach, and economic development efforts throughout the County. The EDC will meet regularly with PC leadership. The PC president serves on the EDC Executive Committee as well as an active member of the Clallam EDC Board of Directors.
- The EDC will serve as a Director on the Olympic Workforce Development Council.
- We The EDC will coordinate on WorkSource programs in an attempt to make them more effective for local small businesses.
- The EDC will act as a partner for Gates Foundation funding and the Washington Student Achievement Council Regional Challenge funding to ensure young adults move from training opportunities into the workforce.

c. Participating in development of a countywide economic development plan in conjunction with other governmental jurisdictions and institutions.

- The EDC, in coordination with our county, cities and special district partners and non-profits such as NPBA, Realtor Associations, PABA, NODC, West End Business and Professional Association, United Way and our four county chambers, will collaborate on economic initiatives, including inputs to the annual review of the CEDS document for Clallam and Jefferson Counties.
- The EDC will participate in the County's Housing Solutions Committee and offer to provide analysis on the affordable housing projects. The EDC will pursue developers of multi-family projects to build affordable housing, workforce housing and market-rate housing.

d. Champion and provide administrative support to the North Olympic Legislative Alliance (NOLA).

- The EDC will contract with Gordon Thomas Honeywell to provide lobbying support services.
- The EDC will host Josh Weiss on Coffee with Colleen monthly through the 2025 legislative Session.
- The EDC will organize the process for Steering Committee members to provide input to establish legislative priorities for 2025.

SECTION B: 2025 PERFORMANCE MEASURES

1. RECRUITMENT & MARKETING ACTIVITIES

Recruitment & Marketing — Business attraction (recruitment and marketing) is a means of contributing to the economic vitality of the community to enhance and diversify the local tax base, to increase the number of jobs available to residents in the community, and to improve the local quality of life. For communities to maintain and boost their economic vitality, they must persuade businesses or investors to locate, expand or remain in the area rather than in a competing location. Economic development marketing and attraction is not just selling business sites or attracting businesses, it is a means of promoting the community as a viable location for economic activity. Marketing techniques to reach targeted audience and attract potential investors could include advertising; public (e.g., press kits, public official speeches, news releases, public relations); promotional materials (e.g., trade exhibits, economic development newsletters, slide and video presentations, brochures, fact books, websites); direct mail; personal selling (e.g., trade fairs, trade shows, business envoys, events); email (e.g., electronic newsletters, event invitations, announcements, links to your website for prospects); social media.

RECRUITMENT & MARKETING ACTIVITY	Performance Measure Targets – 2025
Number of first-time businesses contacts initiated, site selector contacts initiated, and trade shows attended suitable for location in Clallam County.	12

2. BUSINESS RETENTION & EXPANSION ACTIVITIES:

Retention & Expansion — Businesses retention and expansion (BRE) is the core program of any economic development plan. These programs are designed to 1) retain or keep existing businesses in the community; and 2) aid to businesses to expand. Retention and expansion programs can be implemented at the local, regional, and state levels in a variety of ways.

BUSINESS RETENTION & EXPANSION ACTIVITIES (BRE):	Performance Measure Targets – 2025
Number of outreach interactions initiated with existing businesses such as phone calls, site visits, or surveys This includes unique businesses which request assistance that the EDC supports in Clallam County.	72

3. START-UPS

Start-ups: Small and emerging businesses generate wealth and provide significant source of employment in today’s high technology global economy. They stimulate job creations, develop crucial innovations in both products and services, and diversify the economic base. It is critical that communities’ economic development strategies dedicate resources to developing and promoting new business start-ups and establishing effective support systems so these new businesses can grow successfully. A community that meets the needs of its entrepreneurs increases its chances of job growth within small businesses, and those gains translate into a more vibrant community.

START-UPS	Performance Measure Targets – 2025
Support to number of start-up businesses in Clallam County.	24

5. TRAINING

Training. This can include small business and leadership training in addition to most other training geared toward helping businesses to grow or expand their business.

TRAINING	Performance Measure Targets – 2025
Number of training opportunities the EDC provides within Clallam County, either directly and/or leveraging resources through other organizations.	15

COMPENSATION

1. **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED DOLLARS (\$130,500) per calendar year for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than monthly invoiced.

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

OR

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

<i>Name/Position</i>	<i>Hourly Rate</i>
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Payments for completed tasks shall be made no more frequently than monthly; quarterly; semi-annually; annually; at completion of project; other (specify) .

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

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

2. AND

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

OR

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

OR

c. Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

5. **No Guarantee of Employment.** The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. **Regulations and Requirements.** This Agreement shall be subject to all federal, state and local laws, rules, and regulations.
7. **Right to Review.** This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and

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

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

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

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time

resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.
17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or

employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
- (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

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

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

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

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

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

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

Interest shall accrue at the rate of 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: Eleanor Hill
 Title: Budget Coordinator
 Address: 223 East 4th Street, Suite 15, Port Angeles, WA 98362
 Telephone: 360.417.2382
 E-mail: eleanor.hill@clallamcountywa.gov
 Fax: 360.417.2493

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
- (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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:

- COMPREHENSIVE GENERAL LIABILITY:**
 - Bodily injury, including death. \$1,000,000 per occurrence
 - Property damage \$1,000,000 per occurrence
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period**
 - Endorsement (two year tail). \$ per occurrence
- WORKERS COMPENSATION:** Statutory amount
- AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles**
 - Bodily injury, liability, including death \$ per occurrence
 - Property damage liability \$ per occurrence

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

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

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

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

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

- 4. Other (specify):.



NOTICE OF BUDGET REVISION MEETING

Notice is hereby given Clallam County will consider by Resolution of the Board the budget revision shown below on March 25, 2025 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

HHS - Operations – Reallocating expenditures to install an employee badge access door at the 3rd Street building/\$7,558

Sheriff - Jail – Reallocating the underspend from Jail salary due to staffing shortage to Norpoint Protective Services for courthouse and juvenile facility security/\$85,220

A copy of the budget change forms may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: March 11, 2025

Mike French, Chair

Publish: March 15 and 22, 2025

Bill: Commissioners' Office

c: Budget Coordinator
Department(s)
Treasurer

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2-21-2025 ✓ **Budget Hearing/Meeting Date:** 3-25-2025 ✓

- 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.	11301.511 ✓	Budget Name	HHS Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx. ✓	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	56210.31.0085 ✓	Immunizations / Vaccine Supplies ✓	7,558 ✓
Total				7,558 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx. ✓	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	59462.63.0100 ✓	Other Improvements ✓	7,558 ✓
Total				7,558 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Expenditures are being reallocated within the HHS Operations budget to allow for a capital expenditure. The expenditure is the cost to install an employee badge access door at the 3rd street building.

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

Todd Mielke

Effie

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AGENDA ITEM SUMMARY MAR 11 2025

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

Department: BOCC

WORK SESSION Meeting Date: 3/10/25

REGULAR AGENDA Meeting Date: 3/11/25

Required originals approved and attached?

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached:

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on March 25, 2025.
Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of supplemental appropriations.

County Official signature & print name:  Eleanor Hill

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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

Budget Supplementals 3-11-25
Revised: 3-04-2019



NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will consider by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on March 25, 2025 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

Auditor – Office of the Secretary of State Information Security Funds reimbursement expected in 2024 but received in 2025/\$26,558

Sheriff – Boating Safety – Increased annual award from the WA State Parks and Recreation Commission for Recreational Boating Safety to be used for overtime and purchase of small tools and equipment/\$10,424

HHS – Foundational Public Health Services –

- Additional one-time funding increase from the Department of Health Foundational Public Health Services to be used for communicable disease and rabies-related costs (1 of 2)/\$120,00
- Reallocating unanticipated projected funding to HHS Operations to purchase capital equipment for County public health emergencies (1 of 2)/\$95,000

HHS Operations –

- Additional one-time funding increase from the Department of Health Foundational Public Health Services to be used for communicable disease and rabies-related costs (2 of 2)/\$120,000
- Additional funding is received from Department of Health Consolidated Contract #2 to be used for Women, Infants and Children (WIC) and workforce development grants/\$166,066
- Additional funding from HHS Foundational Public Health Services to the HHS Operations for the purchase of forklift, generator and drone (2 of 2)/\$95,000

Community Development – Environmental Quality – Contributions from the cities of Forks, Port Angeles, and Sequim per interlocal agreement for shared work product on the updated Hazard Mitigation Plan/\$184,200

Copies of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: March 11, 2025

Mike French, Chair

Publish: March 15 and 22, 2025

Bill: Commissioners

c: Budget Coordinator
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2/11/2025 ✓

Budget Hearing/Meeting Date: 3/25/2025 ✓

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

Budget Number xxxxx.xxx.	00100.221 ✓	Budget Name	Auditor ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.221 ✓	Auditor ✓	33400.30.0021 ✓	SOS - Information Security ✓	26558 ✓
Total				<u>26,558</u>

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 ✓	26558 ✓
Total				<u>26,558</u>

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Office of the Secretary of State Information Security Funds reimbursement expected in 2024 but received in 2025. ✓

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

[Handwritten Signature]
Josh Mueller

[Handwritten Signature]
Office

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2/18/2025 ✓ Budget Hearing/Meeting Date: 3/25/2025 ✓

- 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.	11341.511 ✓	Budget Name	HHS – Foundational Public Health Services ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11341.511 ✓	HHS – FPHS ✓	33604.25.0000 ✓	Foundational Public Health Services ✓	120,000 ✓
Total				120,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11341.511 ✓	HHS - FPHS ✓	56210.41.5075 ✓	Interfund: HHS Operations ✓	120,000 ✓
Total				120,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Part 1 of 2:
 The Department of Health Foundational Public Health Services funding is adding a one-time increase of \$120,000. This funding can be used for communicable disease and rabies related costs. The funding expires on June 30, 2025.

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

Todd Muelke

Eric

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2/28/2025 ✓ **Budget Hearing/Meeting Date:** 3/25/2025 ✓

- 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.	11341.511 ✓	Budget Name	HHS – Foundational Public Health Services ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11341.511 ✓	HHS – FPHS ✓	56210.49.0230 ✓	Unanticipated Projects ✓	95,000 ✓
Total				95,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11341.511 ✓	HHS – FPHS ✓	56210.41.5075 ✓	Interfund: HHS Operations ✓	95,000 ✓
Total				95,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Part 1 of 2:
 The HHS Foundational Public Health Services budget is being modified to reallocate unanticipated projected funding to Interfund: HHS Operations. This is to prepare for the purchase of capital equipment for responding to Clallam County public health emergencies.

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

[Handwritten Signature]
 John Muelhe

[Handwritten Signature]
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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2/18/2025 ✓ Budget Hearing/Meeting Date: 3/25/2025 ✓

- 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.	11301.511 ✓	Budget Name	HHS Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS – OPS ✓	34620.00.0214 ✓	Interfund: FPHS Administration ✓	120,000 ✓
Total				120,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS – OPS ✓	50800.00.0000 ✓	Ending Fund Balance ✓	120,000 ✓
Total				120,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Part 2 of 2:
The Department of Health Foundational Public Health Services funding is adding a one-time increase of \$120,000. This funding can be used for communicable disease and rabies related costs. The funding expires on June 30, 2025.

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

Todd Mielke

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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2/21/2025 ✓ Budget Hearing/Meeting Date: 3/25/2025 ✓

- 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.	11301.511 ✓	Budget Name	HHS Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS OPS ✓	33310.55.0010 ✓	WIC ✓	84,438 ✓
11301.511 ✓	HHS OPS ✓	33393.35.4010 ✓	HHS CDC COVID-19 PHWFD-LHJ ✓	81,628 ✓
Total				166,066 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS OPS ✓	59462.63.0100 ✓	Capital: Other Improvements ✓	16,960 ✓
11301.511 ✓	HHS OPS ✓	56210.31.0033 ✓	Furnishings ✓	30,000 ✓
11301.511 ✓	HHS OPS ✓	56210.35.5500 ✓	Information Technology Equipment ✓	4,000 ✓
11301.511 ✓	HHS OPS ✓	56210.35.0010 ✓	Small Tools and Minor Equipment ✓	15,000 ✓
11301.511 ✓	HHS OPS ✓	56210.31.0087 ✓	Public Health Clinic Supplies ✓	2,063 ✓
11301.511 ✓	HHS OPS ✓	56210.31.0010 ✓	Office Supplies ✓	1,000 ✓
11301.511 ✓	HHS OPS ✓	56210.43.0010 ✓	Business Travel ✓	5,000 ✓
11301.511 ✓	HHS OPS ✓	50800.00.0000 ✓	Ending Fund Balance ✓	92,043 ✓
Total				166,066 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Department of Health Consolidated Contract #2 is adding funding for the WIC (Women, Infants and Children) and Workforce Development grants. Approved expenditures will include salaries for existing employees, furniture replacement, HEPA air filtration units and PPE, office supplies, travel, and electronic inventory system for public health clinic supplies.

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

Todd Muelke

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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2/28/2025

Budget Hearing/Meeting Date: 3/25/2025

- 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.	11301.511	Budget Name	HHS – Operations
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511	HHS Operations	34620.00.0214	Interfund: FPHS Administration	95,000
Total				95,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511	HHS Operations	59462.64.0010	Machinery & Equipment	95,000
Total				95,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Part 2 of 2:
 Additional funding from FPHS – Foundational Public Health Services is being added to the HHS Operations budget for the purchase of capital equipment in preparation of responding to Clallam County public health emergencies. Items to be purchased are a forklift, a large generator, a small generator, and a drone.

County Official Approval: _____

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

Jodi Muelle

Ethel

[Signature]

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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2-20-25 ✓

Budget Hearing/Meeting Date: 3-25-25 ✓

- 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.	00100.332 ✓	Budget Name	Comm Dev-Environmental Quality ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.332 ✓	Comm Dev- Environmental Quality ✓	34529.00.0020	Environmental Services	184,200 ✓
Total				184,200 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.332 ✓	Comm Dev- Environmental Quality ✓	55490.41.0020 ✓	Professional Services ✓	184,200 ✓
Total				184,200 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Contributions from the Cities of Forks, Port Angeles, and Sequim per ILA agreement for shared work product on the Updated Hazard Mitigation Plan.

County Official Approval: Bruce W. Emery, 2/19/2025
 (Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Joel Mueller

Eric

[Signature]



AGENDA ITEM SUMMARY

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

3C

MAR 11 2025

Department: BOCC

WORK SESSION Meeting Date: 3/10/25

REGULAR AGENDA Meeting Date: 3/11/25

Required originals approved and attached?

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached:

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on March 25, 2025

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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

See attached forms.

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

Approve the attached notice of debatable emergencies.

County Official signature & print name:  Eleanor Hill

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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

Budget Debatables 3-11-25
Revised: 3-04-2019



BUDGET RESOLUTION _____, 2025

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

Community Development-Permit Center – Additional billing from Tyler Technologies’ Enterprise Permit and Licensing (EPL) software/\$10,890

HHS-Chemical Dependency Mental Health – Additional 10% funding for 3 Deputy Prosecuting Attorney positions/\$67,923

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

1. A public hearing on the debatable emergencies listed above will be held March 25, 2025 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 11th day of March 2025

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board

Publish: March 15 and 22, 2025

Bill: Commissioners

c: Budget Coordinator
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2-14-25 ✓

Budget Hearing/Meeting Date: 3-25-25 ✓

- **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.	00100.333 ✓	Budget Name	Comm Dev-Permit Center ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserve ✓	50800.00.0000 ✓	Ending Fund Balance ✓	10,890 ✓
Total				10,890

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.333 ✓	Comm Dev-Permit Center ✓	55850.31.0040 ✓	Computer Software ✓	10,890 ✓
Total				10,890 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To pay Tyler Technologies, Inc. for billing of an additional \$10,000 plus \$890 tax for Enterprise Permit & Licensing (EPL) software.

County Official Approval: *Ernest...*
 (Obtain Budget Office Approval Prior to Submission to Clerk of the Board)
Todd Mulke

Ellie



**SPECIAL MEETING NOTICE
CLALLAM COUNTY BOARD OF COMMISSIONERS**

ES
3/13/25
@ 10am

The Board of County Commissioners, pursuant to RCW 42.30.080, has scheduled a special meeting to be held at 10 a.m., March 13, 2025 in the Commissioner's Board Room, 223 East 4th Street, Port Angeles, Room 160.

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

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

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

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



AGENDA ITEM SUMMARY

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

Department: **BOCC**

Executive Session Meeting Date: **3-13-25 – 10 a.m.**

Item summary:

Other – Executive Session

Executive summary:

The Board of County Commissioners, pursuant to RCW 42.30.080, has scheduled a special meeting to be held at 10 a.m., Thursday, February 13, 2025 in the Commissioner's Board Room, 223 East 4th Street, Port Angeles, Room 160.

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

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

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

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

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?**
None.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Executive Session to discuss performance of a public employee.

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

Date submitted: 2-19-25

* 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)