



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, April 18, 2022 – 8:00 a.m.

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

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

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

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

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

Administration – 9 a.m.

1. [Calendar/Correspondence](#)
2. [Agreement with Jefferson County Public Health Department for Port Angeles Healthy Youth Coalition Programs](#)

[Agreement](#)

3. [Briefing and notice of hearing to be held Tuesday, May 10, 2022 at 10:30 a.m. regarding an Ordinance extending the duration of the cable television franchises held by WaveDivision I, LLC and WaveDivision III, now dba Astound](#)

[Briefing and notice of hearing](#)

4. [Pre-application questionnaire with Department of Health and Human Services - Health Resources & Services Administration for Early Childhood Court Grant](#)

[Pre-application questionnaire](#)

Board of Commissioners

5. [Resolution appointing Thomas E. Butler to the Planning Commission](#)

[Resolution](#)

6. [Resolution appointing Dana Ward to the Homelessness Task Force](#)

[Resolution](#)

7. Update and mission of 4PA presentation- Joe DeScala

Presentation 

Budget

8. Overview of the American Rescue Plan Act project and expenditure report

Report 

General Discussion/Items for Future Agendas

- a. Joint Meeting with the Port of Port Angeles (April 25 at 11 a.m. at Port)
- b. Port Angeles Healthy Youth Coalition Presentation (May 2)
- c. Continued Work Session – Topic TBD (May 9 at 1 p.m.)
- d. National Forest update (May 16)
- e. Continued Work Session – Topic TBD (June 13 at 1 p.m.)
- f. Department of Natural Resources Meeting (June 27 at 1 p.m.)

EXECUTIVE SESSION

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

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



AGENDA ITEM SUMMARY

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

2
4/19/22

Department: **Juvenile Services**

WORK SESSION ☒ Meeting Date: **04/18/2022**

REGULAR AGENDA ☒ Meeting Date: **4/26/2022**

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU Contract #851.22.003 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Discussion only |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Port Angeles Healthy Youth Coalition has been approved under the Community Prevention and Wellness Initiative model, to implement Nurse-Family partnership with Jefferson County Public Health for first-time parents who meet the following criteria; (1) first child and (2) meet income requirements.

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

No budgetary impact

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

County Official signature & print name:

Jody Jacobson Jody Jacobson

Name of Employee/Stakeholder attending meeting: Rachel Ray, Cindy Hanson

Relevant Departments: JUV + BOCC

Date submitted: 04/11/2022

* Work Session/Reg Meeting - Submit 2 single sided/not stapled copies + 2 AIS and 3 originals (stapled) + AIS
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



PERSONAL SERVICES AGREEMENT

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

Name: Jefferson County, Public Health Department

Address: Denise Banker, Community Health Director

Jefferson County Public Health

615 Sheridan St.

Port Townsend, WA 98368

Phone N°: (360) 385-9400

(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) – Port Angeles Healthy Youth Coalition Strategic Plan 2022-2023 COVID-19 Fiscal Enhancement Fiscal Cycle

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 April 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of March 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

Originals: BOCC
Vendor
Initiating Department
Copies: 5

Print name: _____

Title: _____

Date: _____, 20

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

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

SCOPE OF WORK

To: Jefferson County Public Health
From: Clallam County Juvenile and Family Services
CC: Port Angeles Healthy Youth Coalition
Date: April 1, 2022

Program Overview

Clallam County Juvenile and Family Services (CCJFS) was awarded a two-year grant from Washington Health Care Authority's Division of Behavioral Health and Recovery to re-fortify community coalition-led efforts to prevent underage substance use and promote youth mental health in Port Angeles. The Port Angeles Healthy Youth Coalition (PAHYC) is one of the newest additions to this state-wide Community Prevention and Wellness Initiative (CPWI), a proven model for sustaining a healthy and safe environment where young people thrive, without substance use and unaddressed mental health concerns.

Our efforts grow out of the recognition that most Port Angeles young people are healthy and safe, and still improvements can be made to prevent incidents of high-risk behaviors, like underage substance use and driving under the influence. The funding utilizes a community coalition structure to motivate collaboration between several existing youth-serving organizations, parents, and youth to determine how we can do better for our young people. In the long term, prevention has been shown to have the greatest impact in reducing harm from substance misuse and abuse and reducing the number of people experiencing addiction. Successful prevention requires the greatest amount of commitment and collaboration across all sectors of the community, over a sustained period of time to show significant results.

Proposed Key Activities

The PAHYC has been approved under the CPWI model, with direct approval from Washington Health Care Authority's Division of Behavioral Health and Recovery to implement Nurse Family Partnership. Nurse-Family Partnership is for first-time parents who are: (1) pregnant with their first child and (2) meet income requirements in Clallam County.

Nurse-Family Partnership is for first-time parents who are: (1) pregnant with their first child and (2) meet income requirements in Clallam County. A highly trained nurse meets remotely or in person with first-time parents to offer knowledge and support throughout pregnancy and until the child reaches two years of age. An NFP nurse starts working with the parent before birth to address questions and concerns, prepare the parent for childbirth, and help ensure that the delivery of a healthy baby. After the baby is delivered, the NFP nurse who helped during your pregnancy is still with the parent to offer support and answer questions about the baby, coach on child development, empower parents to believe in their ability to perform their new role as a parent successfully.

For more program information visit, www.nursefamilypartnership.org.

Timeline

The PAHYC with approval under the CPWI model, with content-expert guidance from Washington Health Care Authority's Division of Behavioral Health and Recovery proposed to support Nurse Family Partnership implementation until March 15, 2023 with the possibility to continue until March 15, 2027, pending continuation from Washington Health Care Authority's Division of Behavioral Health and Recovery with Clallam County Juvenile and Family Services.

Data Entry and Reporting

The PAHYC under the CPWI model, with guidance from Washington Health Care Authority's Division of Behavioral Health and Recovery is required to meet monthly reporting requirements. Reporting requirements are entered confidentially by the PAHYC Community Coalition Coordinator, Rachel Ray into the "Minerva 2.0," a closed reporting system through Secure Access Washington. Data back-ups are stored for auditing purposes on the "rray" user file under Clallam County Juvenile and Family Services.

The required pre/post survey for every participant/client is, "Managing and Monitoring for Parents of Young Children" which falls under the risk factor of "Family History of Problem Behavior" to measure "Self-efficacy of caregivers in their parenting skills" under the Minerva Survey Selection Guide.

Data entry is required by the 15th of every following month, invoicing can take place after monthly data is provided (as applicable). Data entry is completed by the PAHYC Community Coalition Coordinator, in accordance with grant compliance.

Budget

The PAHYC has designated the fixed amount of sixteen thousand five hundred and eight-five thousand DOLLARS (\$16,585.00) to support implementation of NFP in Clallam County.

Communication

The PAHYC is a community-based coalition comprised of <30 members and partners. Community members, partners and staff will work together to review the logo design package and discuss revisions.

Contacts

Rachel Ray, Community Coalition Coordinator
RRay@co.clallam.wa.us
(360) 565-2637

COMPENSATION

1. ☒ a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of sixteen thousand five hundred and eight-five thousand DOLLARS (\$16,585.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

OR

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

Name/Position

Hourly Rate

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

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

In no event shall Contractor be compensated in excess of sixteen thousand five hundred and eight-five thousand DOLLARS (\$16,585.00) 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 Director's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the Director by such failure to perform.

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

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

Name: Jody LE Jacobsen

Title: Director, Clallam County Juvenile & Family Services

Address: 1912 W.18th St.

Port Angeles, WA 98363

Telephone: (360)565-2639

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

Fax: (360)457-4875

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the Director. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

Progress reports shall include, at a minimum, the following: Monthly data reports as required by Washington Health Care Authority in the "Minerva 2.0" data entry system. These monthly reports include: patient/client demographics, pre/posttest survey responses, and staff direct and indirect hours dedicated to Community Prevention and Wellness Initiative funding.

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



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

- ☒ **COMMERCIAL GENERAL LIABILITY:** Membership in Washington Counties Risk Pool; certificate attached.

Bodily injury, including death	\$	per occurrence
	\$	aggregate
Property damage	\$	per occurrence
	\$	aggregate
- ☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY** with an Extended Reporting Period Endorsement (two year tail)

	\$	per occurrence
--	----	----------------
- ☐ **WORKERS COMPENSATION:**

	Statutory amount
--	------------------

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

Bodily injury, liability, including death \$ per occurrence

\$ aggregate

Property damage liability \$ per occurrence

\$ aggregate

☐ BUSINESS AUTOMOBILE LIABILITY: \$ per occurrence

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

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

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

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

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

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

☐ 4. Other (specify):.

CERTIFICATE OF MEMBERSHIP IN THE WASHINGTON COUNTIES RISK POOL

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE JOINT SELF-INSURANCE LIABILITY COVERAGE AFFORDED BY THE WASHINGTON COUNTIES RISK POOL.

MEMBER COUNTY:

Jefferson County, Washington
Attn: Mark McCauley, County Admin & Risk Manager
PO Box 1220
Port Townsend, WA 98368

Liability Coverage Afforded by the:

Washington Counties Risk Pool
2558 R W Johnson Rd SW, Suite 106
Tumwater, WA 98512-6103

Jefferson County (the "County") is a member of the Washington Counties Risk Pool (the "Pool"), as authorized by RCW 48.62.031, and the County is covered by the Pool's Joint Self-Insurance Liability Program. The Pool's Joint Self-Insurance Liability Program was created by interlocal cooperative agreement amongst the Pool's member counties to share risks by "jointly, self-insuring" certain third-party liabilities. The Pool is **NOT** an insurance company. Claims that are covered under a Memorandum of Liability Coverage ("MLC") from the Pool and were submitted under Chapter 4.96 RCW ("*Actions against political subdivisions, municipal and quasi-municipal corporations*") against the County, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of an agreement/contract which the County and/or its officers, employees or volunteers are found to be liable for will be paid by the Pool and/or the County.

MLC NUMBER:**20212022RISKPOOL-JFCO****MLC EFFECTIVE DATE:**

October 1, 2021

MLC EXPIRATION DATE:

October 1, 2022

LIMITS OF LIABILITY EACH OCCURRENCE**BI AND PD COMBINED:****\$10,000,000****TYPES OF LIABILITY****COVERAGE AFFORDED:****General Liability****Including:**

Bodily Injury
Personal Injury
Property Damage
Errors and Omissions/Professional
Advertising Injury

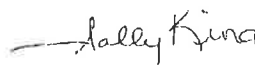
Automobile Liability**DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE****CANCELLATION**

During the MLC Period 10/1/21 - 10/1/22

SHOULD THE ABOVE DESCRIBED MLC BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO PROVIDE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY OF ANY KIND UPON THE ISSUER OR ITS AGENTS OR REPRESENTATIVES.

CERTIFICATE HOLDER:**ISSUE DATE:****September 1, 2021**

Jefferson County Public Health Department



Claims Specialist



AGENDA ITEM SUMMARY

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

3
4/18/22

Department: Prosecuting Attorney's Office

WORK SESSION ☒ Meeting Date: April 18, 2021

REGULAR AGENDA ☒ Meeting Date: April 26, 2021

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: A Franchise Agreement with Wave Division I & III, now known as "Astound", was authorized and adopted by Clallam County in 2012 for a ten (10) year term allowing the authority to install, construct, operate, and maintain a cable communications system with Clallam County. The 2012 franchise Ordinance expires May 18, 2022 and Clallam County and Astound are currently negotiating the terms of potential franchise agreement and additional time is needed to complete negotiations. An extension of the existing franchise ordinance for an additional 90 days is proposed.

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: It is recommended that the Board consider signing a call for public hearing for the proposed draft ordinance.

County Official signature & print name: _____

Bert Boughton
Bert Boughton

Name of Employee/Stakeholder attending meeting: Angi Klahn, Mark Lane

Relevant Departments: Finance, Prosecutor

Date submitted: 4/13/2022

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

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

PUBLIC HEARING

An ordinance extending the duration of the cable television franchises held by WaveDivision I, LLC and WaveDivision III, LLC, Now DBA Astound.

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday May 10, 2022 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website www.clallam.net or a free copy can be mailed to you upon request.

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

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

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233

FORMAL IDENTIFICATION: An ordinance extending the duration of the cable television franchises held by WaveDivisions I, & III, LLC, now DBA Astound.

SECTION-BY-SECTION SUMMARY OF PROPOSED CHANGES:

Adoption of Clallam County Code Chapter Title An ordinance extending the duration of the cable television franchises held by WaveDivision I, LLC and WaveDivision III, LLC, Now DBA Astound.

The Ordinance will amend Ordinance #883, which grants to WaveDivision I, LLC and WaveDivision III, LLC, now DBA Astound, the authority to install, construct, operate and maintain a cable communications system within Clallam County, by extending the expiration date of the ordinance Ninety (90) days to August 18, 2022.

Publish: April 30, 2022
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board

Ordinance _____

An ordinance extending the duration of the cable television franchises held by WaveDivision I, LLC and WaveDivision III, LLC, now DBA Astound

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

Incorporation of testimony and record.

The Board adopts and incorporates herein the recommendations of staff, and public testimony and documents received at the public hearing.

Incorporation of specific findings made at hearing.

1. The Board of Clallam County Commissioners desires to adopt an extension to the franchises held by WaveDivision I, LLC and WaveDivision III, LLC, now known as Astound, concerning use of County right-of-way.
2. Astound holds Cable Franchises dated May 29th, 2012 under Ordinance 883 ("Franchises") from the County to own and operate a cable system within the County; and
3. The current Franchises run through May 18, 2022; and
4. Astound initiated the Franchise renewal process consistent with Section 626 of the Cable Communications Policy Act of 1984, as amended ("Cable Act") via letter to the County dated May 28, 2019; and
5. Clallam County and Astound are currently engaged in active discussions regarding renewal of the Franchise; and
6. Franchise Authority, Clallam County, and Astound each desire to enter into an amendment extending the term of the Franchise as set forth herein in order to attempt to complete negotiations and reach a final agreement on the renewed Franchise; and
7. Clallam County law provides that the Franchise may be amended by Ordinance, and the parties have mutually agreed to extend the duration of the existing Franchises;

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS: The following

Section .010 Purpose.

The County has determined to extend the term of each franchise granted by Ordinance 883 for an additional period of ninety (90) days. Accordingly, the portion of Section .010 of the franchise granted by Ordinance 883, which states "TERM: The Franchise granted by this ordinance shall continue in full force and effect until May 18, 2022." is hereby deleted in its entirety and is replaced with the following:

"TERM: The Franchise granted by this ordinance shall continue in full force and effect until August 18, 2022."

Section .020 General applicability.

1. Except as expressly modified by this Ordinance, all terms, conditions and provisions of the franchises granted by Ordinances 883, 465 and 466 shall continue in full force and effect as set forth therein.

2. If any provision of this Ordinance is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Ordinance shall be construed and enforced as if such illegal or otherwise unenforceable provision had never comprised a part hereof. The remaining provisions of this Ordinance shall remain in full force and effect and shall not be affected. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Ordinance a legal, valid and enforceable provision as similar in terms and intent to such illegal, invalid or unenforceable provision as may be legally possible.

3. The franchises granted by Ordinances 465 and 466 and the 2003 Assignment Consents were made, passed and adopted in accordance with all applicable notice and procedure requirements under all laws applicable to the County, and with all applicable notice and procedure requirements, and do not conflict with the laws of the State of Washington or the laws, ordinances, resolutions and other regulations of the County, as presently in effect or as the same were in effect at the time the particular action was taken.

4. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores,
CMC, Clerk of the Board

Bill Peach

Wave Division I, LLC & WaveDivision III, LLC (Astound)

David Von Moritz
Corporate Counsel and VP

Approved as to Form

Bert D. Boughton
Deputy Prosecuting Attorney



AGENDA ITEM SUMMARY

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

4
4/18/22

Department: Superior Court

WORK SESSION ☒ Meeting Date: 4/18/22

REGULAR AGENDA Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Superior Court is asking for the Board to review a pre-grant application request regarding a 5-year federal grant being offered by Health Resources & Services Administration (HRSA) and Department of Health and Human Services (DHHS) for support of an Infant-Toddler Court Program for courts to provide a fully funded, full-time Community Coordinator who would coordinate an Early Childhood Court in partnership with our tribal partners working with families in dependencies with children ages 0-3. The maximum amount of the grant being offered is \$425,000 for 5 years to support salary and benefits in the amount of \$85,000. The grant application is due by Wednesday, May 4, 2022. We are asking for support for the county for this pre-grant application request.

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?** ☐

If Superior Court is awarded this grant, funds will need to be entered into our budget as a cost-reimbursable contract agreement.

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

We are asking the Board to approve this pre-grant application in order to support this program.

County Official signature & print name: Brent Basden Brent Basden

Name of Employee/Stakeholder attending meeting: Lacey Fors, Brandon Mack

Relevant Departments: Superior Court

Date submitted: 4/13/22

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

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

Clallam County

Grant Application Information

DEPARTMENT: **Superior Court**

DATE SUBMITTED TO W/S: **4/13/22**

GRANT NAME: **Early Childhood Court**

APPLICATION DEADLINE: **5/04/2022**

ISSUING AGENCY: **HRSA-Health Resources & Services Administration, Department of Health and Human Services (Federal Grant)**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **5 years**

RENEWAL POSSIBLE? **Unknown**

TOTAL AWARD: **\$425,000**

ANNUAL AMOUNT: **\$85,000**

MATCH REQUIRED? **No**

MATCH AMOUNT: **n/a**

DESCRIPTION OF GRANT AND PURPOSE:

HRSA-Health Resources & Services Administration, Department of Health and Human Services is offering a grant in support of an Infant-Toddler Court Program for courts to provide a fully funded, full-time Community Coordinator who would coordinate an Early Childhood Court in partnership with our tribal partners working with families in dependencies with children ages 0-3.

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

This program would provide assistance, help and guidance for families involved in the child welfare system who have children ages 0-3. By enhancing developmentally appropriate services, early interventions for babies and toddlers can lead to improved outcomes over time such as reduced: child abuse/neglect, special education services, criminal behaviors (in both parents and children), welfare dependence, and substance abuse. Early intervention also has the ability to minimize generational trauma with the intent of improved wellbeing within the community as a whole.

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

Yes, this grant would further our goals in providing positive and helpful support for our community and families involved in dependencies with young children. The Infant/Toddler focus would provide enhanced collaboration among judicial officers, families, and partnering professionals within the child welfare system with the shared objective of aiding parents to reunify with their small children and promptly resolve the underlying deficiencies that require court supervision with a more compassionate approach. When reunification is not possible, this program strives to achieve more timely permanency for infants and toddlers involved in dependencies.

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

This grant would provide a new service for the community by providing a Community Coordinator to help guide families through dependencies and provide outreach services and direction, and be a contact person for the court as well as for the Department of Children Youth and Families. This is a program/position that the courts have wanted to begin for a couple of years but due to the lack of available funding has not pursued.

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

This will be a new program that will be providing services and reporting requirements as part of the grant requirements. Performance measures will be established as the program develops. Clallam County will have the support of the Administrative Office of the Courts (AOC) and the Center for Children, Youth and Justice (CCYJ) to support the evaluation of this program. They currently support 5 other counties who have previously received this grant.

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

Yes, this program will provide a new service to the community. If this program/service is successful we would like to request that local funding will be available to maintain the position if the grant is not renewed. Over the next five years, CCYJ and AOC will be seeking state funds to support Early Childhood Courts, though local funds may also be needed.

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

No matching funds are required for this grant.

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

This program could have impacts on other departments by helping ease the demand of services needed in or to guide families through dependencies. The program would also enhance access to justice for parents in the child welfare system. The steering committee comprised of community partners for this program would be impacted in that there will be monthly collaboration meetings. This impact would be a redistribution of existing resources.

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

Yes, one new position would need to be added through this program for a total of five years. This grant includes salaries, benefits, and training needed for the program. If awarded this grant, the new position start date is set to begin for 9/30/22. It is undetermined what may happen to this position at the end of the five-year grant.

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

Yes, we do. The infant/toddler court would be focused on bringing key participants into continuous quality improvement and evaluation planning.

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

If this grant is not approved, the impacts of not having this program could affect families in need of court services involved with the dependency process. There is also the probability

of decreased engagement with the parents of young children as the critical bonding window may close.

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

Unknown.

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

No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

If this grant is approved by the County, funds will need to be added to our budget revenue and expenditure lines for the next five years to monitor and provide reporting specific for this grant. The maximum total amount available of this grant is \$425,000 to be used over five years, which is \$85,000 for annual salary and benefits . Experience from Zero to Three (in Washington D.C.) suggests that the Community Coordinator position should be employed full-time. Due to the multiple responsibilities of the position that include developing the community team wrap around services.

[<https://www.zerotothree.org>]

OTHER COMMENTS

We ask that the County review this request and approve our grant application request which is due by May 5, 2022.



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Rich Sill, ADMINISTRATOR

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



AGENDA ITEM SUMMARY

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

5
4/18/22

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 4-18-22

REGULAR AGENDA ☒ **Meeting Date:** 4-26-22

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 Planning Commission for representation of District IIc due to a resignation. A press release was issued during the month of January 2022 soliciting applications from interested citizens within District II. One application was received.

The Director of the Department of Community Development and the District II County Commissioner supports the appointment of Thomas E. Butler to fill the vacant position as the District IIc representative.

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

None

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

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: 4-6-22

* 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 _____, 2022

APPOINTING A MEMBER TO THE PLANNING COMMISSION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Planning Commission for representation of District IIc due to a resignation.
2. A press release was issued during the month of January 2022 soliciting applications from interested citizens within District II. One applications was received.
3. The Director of the Department of Community Development and the District II County Commissioner supports the appointment of Thomas E. Butler to fill the vacant position as the District IIc representative.

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

1. **Thomas E. Butler** is appointed as the District IIc representative for a remaining term ending December 31, 2023.

PASSED AND ADOPTED this 26th day of April, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

A22.172
Appointee
DCD



AGENDA ITEM SUMMARY

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

6
4/18/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 4/18/22

REGULAR AGENDA ☒ Meeting Date: 4/26/22

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 Homelessness Task Force.

A press release was issued during the month of January 2022 soliciting applications.

- Jamestown S'Klallam Tribe forwarded their recommendation to fill the Tribal Government – Jamestown S'Klallam Alternate position.

Health and Human Services Department Director endorses the appointments listed below.

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, Health and Human Resources Department

Relevant Departments: Board of Commissioners, Health and Human Services Department

Date submitted: 4-8-22

- * 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)

Homelessness Task Force 4-26-22 Ward
Revised: 3-04-2019

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



RESOLUTION _____, 2022

APPOINTING MEMBERS TO THE HOMELESSNESS TASK FORCE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Homelessness Task Force.
2. A press release was issued during the month of January 2022 soliciting applications.
3. Jamestown S'Klallam Tribe forwarded their recommendation to fill the Tribal Government – Jamestown S'Klallam Alternate position.

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

1. **Dana Ward** is appointed to the Tribal Government – Jamestown S'Klallam Alternate position for a term expiring December 31, 2024.

PASSED AND ADOPTED this 26th day of April 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: A22.50
Appointee(s) / HHS



AGENDA ITEM SUMMARY

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

7
4/18/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 4-18-22

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Joe DeScala, Founder 4PA will be providing the Board of Commissioners an update on the mission of 4PA. 4PA was founded in order to address two main issues our city and county face: cleaning our public spaces and natural areas that have been damaged from homeless encampments and illegal dumping, and help unsheltered people living on the streets get into stable housing.

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?)
Update on 4PA.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Joe DeScala, Founder of 4PA

Relevant Departments: Board of Commissioners

Date submitted: 3-31-22

* 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)

4PA update 4-18-22
Revised: 3-04-2019

Dear commissioners,

Thank you for taking the time to listen and address some of my ideas. As I stated in my initial email our organization "4PA" was founded in order to address two main issues our city and county face: cleaning our public spaces and natural areas that have been damaged from homeless encampments and illegal dumping, and help unsheltered people living on the streets get into stable housing.

We have had incredible success in just over four months since we began cleanup, removing **over 9 tons of debris and 2100 needles from public spaces**. These numbers continue to go up daily.

Cleanup will be ongoing and we are receiving the support needed to carry out this process. However, the help needed at a county level will be getting people off the streets into temporary **"bridge shelters"**. What I'd like to speak to you about are the following:

- Nearly all major cities successfully reducing their homeless population implement some variation of bridge shelters (often times in conjunction with camping bans).
- Ideas about what bridge shelters could look like in our community (primarily tiny home model)
- Identifying areas where shelters can be located
- Making "emergency" exemptions for shelters that may not meet current zoning or code requirements, and what these exemptions may look like
- Incentives for land owners who are open to hosting shelters
- Requiring an audit of practices used in the **syringe services** program at the Clallam County Health & Human Services Department. This would be based on our findings, and it is our belief that some additional steps can be made to mitigate needle waste.

I truly look forward to our time together and making some forward progress in these areas. Thank you.

Joe DeScala, founder 4PA
(360) 461-0610
info@4pa.org
www.4pa.org

Gores, Alanna

From: Joe DeScala <info@4pa.org>
Sent: Sunday, March 20, 2022 2:51 PM
To: Gores, Alanna
Cc: Ozias, Mark; Johnson, Randy; Peach, Bill
Subject: 4PA introduction and ideas

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

Dear commissioner,

My name is Joe DeScala, and I'm the founder of a new nonprofit in Port Angeles called 4PA. My hope is that some of you have heard about our work, or even seen our updates on social media. Our main objective is to clean the areas of our community that have been affected or damaged by homeless encampments, while at the same time helping those living on our streets get connected with the help they need. Our end goal is to create "bridge" shelters to offer people a place to stay outside of our public spaces, while they work towards permanent housing.

Since our launch in October 2021, we have been incredibly successful in our cleanup efforts removing over 14,000 pounds of debris and 1500 needles from our public spaces. We have been very well received and respected by the homeless community and are on track to begin forging ahead with some of our housing ideas sooner than expected. This is due to the incredible groundswell of community support we have received.

On a more personal note, I feel it pertinent to let you know that I'm not new in this arena of work. I have spent the last several years fostering close relationships with many agencies who work directly with the homeless and have now spent hundreds of hours myself doing ground level work. I'm confident that you can ask anyone who's worked with me and they will vouch for my character and the approach that I'm taking to this problem in our community.

The purpose of writing you is to solicit your help, beginning with carving out time to listen to some of the ideas our team has come up with. We are uniquely positioned to have exposure to many different facets of the homeless crisis, as well as a team on the ground to implement ideas. Because we are a private nonprofit with a lot of community support, we have resources including both volunteers and finances. Our ideas have backing, and can be executed in a relatively short amount of time, given we have support of the city and county.

In an effort to simplify and not completely lose you in a long email, if I were to boil down the help that we need into one single ask it would be **to identify property where we can begin to build "bridge" shelters**. I realize this idea is not new, and tiny homes have been discussed in various circles before, but I'm struggling to understand why it's not being done. Our organization has funding for the structures, agencies to screen and recommend candidates, and staffing to regularly monitor or manage the units. To make myself clear, we are not asking for money.

On the rare chance that there is no suitable city or county property to start a pilot program to show how this will work, we are prepared to pursue purchasing property ourselves, or partner with private land owners, such as businesses or churches with extra space. However, it would be extremely beneficial for the city or county to

make this process (permits, zoning, etc) smooth and easy, or perhaps even offer incentives for interested land owners like a utility credit.

In addition, my team and I have several more ideas, or variations of this idea, that could make a tangible difference in our community if given the opportunity to share. I understand there is procedure to follow in much of what you do, however it is my personal belief that the problem of homelessness in our community is at a significant crossroads, and we can get more done in a one-hour personal conversation versus the endless cycle of submitting proposals for review. Therefore I'm asking if a designated meeting to discuss our ideas further is possible? We plan to move forward with many of them either way, but know much of what we are proposing regarding "bridge" shelters could be expedited with the backing and support of both the city and county. I realize your time is valuable and organizing one more meeting in your day may not be ideal, but I truly believe this is of the utmost importance for our community.

For those that have not seen the scope of our work and would like an overview of what's been accomplished up to this point, please visit our website at: www.4pa.org

Sincerely,

Joe DeScala

4PA

info@4pa.org

(360) 461-0610



8
4/18/22

AGENDA ITEM SUMMARY

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

Department: Finance

WORK SESSION ☒ **Meeting Date: 4/18/2022**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other ARPA 2022 First Quarter Monthly Review |

Documents exempt from public disclosure attached: ☐

Executive summary:

OVERVIEW OF ARPA PROJECT AND EXPENDITURE REPORT FOR FIRST QUARTER OF 2022, STATUS UPDATE OF ARPA FUNDING OBLIGATIONS/COMMITMENTS/REMAINING UNALLOCATED FUNDS, AND LOST REVENUE DISCUSSION

ARPA BACKGROUND

In May 2021, the County was awarded \$15,020,640 of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds ("ARPA Funds") under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA Act"). The County received the first half of these funds on May 28, 2021, with the 2nd half of these funds to be disbursed to the County by the U.S. Treasury one year thereafter.

As outlined in the ARPA Final Rule and FAQ guidance provided by the U.S. Treasury, ARPA Funds can be utilized in support of the following purposes:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

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- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
- (4) To make necessary investments in water, sewer, or broadband infrastructure; and
- (5) To address the disparate impact of COVID-19 on certain populations and geographics, additional eligible services may include:
 - a. Addressing health disparities and the social determinants of health, including community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;
 - b. Building stronger neighborhoods and communities, including supportive housing and other services for individuals experiencing housing or food insecurity, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;
 - c. Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and
 - d. Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth

During the July 6, 2021 Continued Work Session with BOCC, the BOCC identified eight priority areas that they indicated support for allocating ARPA Funds to, including:

- Local Small Business and Non Profit Economic Assistance;
- Assistance to Businesses and Non Profits that provide Child Care Services;
- Mental/Behavioral Health;
- Food Security Support to Local Food Banks;
- Affordable Housing/Homelessness Support;
- Residential and Commercial Utility Relief;
- Local Water Systems Infrastructure; and
- Broadband

OVERVIEW OF CLALLAM COUNTY'S PROJECT AND EXPENDITURE REPORT FOR THE PERIOD COVERING JANUARY 1, 2022 – MARCH 31, 2022 TO BE SUBMITTED TO THE U.S. TREASURY ON APRIL 30, 2022

Under the compliance reporting requirements of the ARPA Act, the County is required to submit quarterly Project & Expenditure Reports to U.S. Treasury outlining the ARPA funded projects the County entered into, the amount of ARPA fund obligations, and the expenditures incurred for the quarterly period ending March 31, 2022. In addition to requiring the County to disclose each of the projects for which ARPA funds were obligated and/or expended, the County is also required to:

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- Indicate the ARPA eligible expenditure category the project was covered under;
- Provide a description of each project;
- Provide a list of subrecipients that received the awarded funds;
- Indicate the type of award made (i.e. Subaward, reimbursable grant, direct payment, etc.)
- Provide a list and details of each expenditure made under each of those Subawards greater than \$50,000 during the reporting period; and
- Report the aggregate amount expended for awards less than \$50k.

As will be disclosed in Clallam County SLRF Project and Expenditure report due to the U.S. Treasury on April 30, 2022, **the County to-date has entered into ARPA funded contractual obligations totaling \$8,876,703 through March 31, 2022 representing 59% of total ARPA funds awarded to the County. \$3,616,410.87 was disbursed as of December 31, 2021 (March 1, 2021 through December 31, 2021) and \$1,978,701.22 was disbursed during the first quarter of 2022 (January 1, 2022 through March 31, 2022) for a total of \$5,595,112.09 of ARPA funds disbursed to-date (or 74.5% of ARPA funds received to-date by the County).**

A summary table is included below of the projects for which ARPA funds have been formally obligated and expended by Clallam County during the period March 2021 – March 2022:

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures for First Quarter of 2022	Total Expenditures Disbursed to Date	Project Description
2 - Negative Economic Impacts	2.2 Household Assistance: Rent, Mortgage, and Utility Aid	Clallam County PUD Residential and Commercial Utility Assistance	\$ 350,000.00	\$ 39,727.05	\$ 237,609.69	Via a Subrecipient Agreement entered into with Clallam County PUD, provision of utility payment assistance to residents, small businesses, and nonprofits experiencing severe financial hardship due to job loss, layoff, reduction of work hours, reduced revenues or other negative economic impacts or circumstances resulting from the COVID-19 emergency needed to avoid utility disconnection that would endanger the health and well-being of such impacted residents, and impair the ability of businesses to continue to operate. To date, 271 households and small businesses had received ARPA-funded utility payment assistance.
2 - Negative Economic Impacts	2.29 Assistance to Small Businesses: Loans or Grants to Mitigate Financial Hardship	Clallam Economic Development Council - Lifeboat 3 - Small Businesses	\$ 2,484,788.00	\$ -	\$ 1,343,060.27	Via Subrecipient Agreement entered into with Clallam Economic Development Council to provide small business relief. \$2,900,000 allocated to eligible small businesses and nonprofits located in Clallam County (of which \$2,335,000 has been obligated to date to small businesses) whose operations and financial condition were adversely impacted by the COVID-19 public health emergency, including a reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or due to other operating cost increases experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship. Under the EDC Lifeboat 3 grant program funded by these ARPA funds, a total of 128 small businesses in Clallam County received assistance through December 31, 2021.
2 - Negative Economic Impacts	2.34 Assistance to Non-Profits: Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)	Clallam Economic Development Council - Lifeboat 3 - Economic Assistance-NonProfits	\$ 302,000.00	\$ -	\$ 162,000.00	Via Subrecipient Agreement entered into with Clallam Economic Development Council to provide small business relief. \$2,900,000 allocated to eligible small businesses and nonprofits located in Clallam County (of which \$162,000 has been obligated to date to nonprofits) whose operations and financial condition were adversely impacted by the COVID-19 public health emergency, including a reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or due to other operating cost increases experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship. Under the EDC Lifeboat 3 grant program funded by these ARPA funds, a total of 20 nonprofits in Clallam County had received assistance through December 31, 2021.
2 - Negative Economic Impacts	2.11 Healthy Childhood Environments: Child Care	Clallam Economic Development Council - Lifeboat 3 - Economic Assistance-Childcare	\$ 469,064.00	\$ 469,064.00	\$ 469,064.00	Via Subrecipient Agreement entered into with Clallam Economic Development Council to provide small business relief. \$469,064 is to be allocated specifically to small businesses, nonprofits and special districts that provide child care services in Clallam County. Under the EDC Lifeboat 3 grant program funded by these ARPA Funds a total of 23 childcare organizations received funds; 16 small businesses, 6 nonprofits and 1 special district.

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2 - Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	Peninsula Housing Authority	\$ 210,000.00		\$ 210,000.00	Via a Subrecipient Agreement entered into with Peninsula Housing Authority to cover any gaps in funding for six affordable home projects currently on hold and other similar affordable housing projects located in Clallam County that low income families are participating in building through its Mutual Self-Help Program and that qualify for assistance under its Down Payment Assistance Program. As funds are needed to address immediate cash flow of the Mutual Self-Help program which relies on available funding through the Subrecipient's Down Payment Assistance program to cover home build funding gaps once USDA loan funds are exhausted.
2 - Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	Peninsula Behavioral Health - All View Motel Affordable Housing Project	\$ 727,411.00		\$ 727,411.00	Via a Direct Grant Agreement entered into with Peninsula Behavioral Health to support its purchase of the All View Motel for conversion into a supportive affordable housing project of 27 units to house up to 41 individuals or families with serious mental health needs and/or significant substance use disorders that are in need of permanent stable housing with onsite services to be owned, operated and staffed by Peninsula Behavioral Health.
2 - Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	Habitat for Humanity	\$ 100,000.00	\$ -	\$ 100,000.00	Via a Subrecipient Agreement to be disbursed to Clallam County Habitat for Humanity to support the completion of affordable housing projects in Clallam County for low income households with incomes of 30-80% of Clallam County's AMI. Such funding is needed to address immediate cash flow constraints that are hindering Habitat for Humanity's ability to cover funding gaps in planned affordable housing projects due to increased building material costs. These funds will be used for affordable housing construction costs, including contractor and subcontractor and building material expenses for current build affordable housing unit projects, or for restarted affordable housing projects that were previously placed on hold due to high construction material or contractor/subcontractor costs encountered during the COVID pandemic. A total of 2 affordable housing projects in Port Angeles were completed by the end of 2021 utilizing the ARPA funds provided.
2 - Negative Economic Impacts	2.1 Household Assistance: Food Programs	Clallam Bay - Sekiu New Hope Food Bank	\$ 250,000.00	\$ -	\$ 194,921.36	Via a Direct Grant Agreement entered into with The Cornerstone PEC of Clallam Bay-Seki, a non-profit organization that operates a food bank serving residents of Clallam Bay-Seki and surrounding areas within Clallam County who are experiencing food insecurity during the COVID-19 public health emergency. Their current food bank facility (a 30+ year-old single-wide mobile home of approximately 700 square feet) has, due to the building's age and construction quality, fallen into a state of severe disrepair, and as a result of pest infestation, electrical wiring problems and other issues is no longer safe or viable for the Recipient to continue operating as a food bank. In addition to the inadequacy of the Recipient's current facility from a food storage capacity and operating safety perspective, the Recipient's current facility is located approximately 5 miles outside of Clallam Bay, which greatly hinders its ability to service the food security needs of low income residents in the area, many of which lack a means of transportation to access the Recipient's facilities. In order to address its facility deficiencies, the Recipient has identified an approximate 1,300 square foot replacement building located at 33 Bogachiel St, Clallam Bay, WA, at the center of Clallam Bay that is within close proximity of several local organizations that support the needs of the community including the Lions Club, health clinic, community center, and local church. This agreement is to support the recipient's purchase and renovation of the new facility for the food bank in Clallam Bay.
3 - Negative Economic Impacts--Services to Disproportionately Impacted Communities	3.11 Housing Support: Services for Unhoused Persons	North Olympic Regional Veteran's Housing Network--Hobuckett House	\$ 59,905.00	\$ -	\$ 59,905.00	Via a Direct Grant Agreement entered into with North Olympic Veteran's Housing Network to be disbursed to the Recipient to support completion of the Recipient's "Hobuckett House" affordable housing group home project for homeless, disabled Veterans in Clallam County using federal ARPA funding. Funding is needed to address immediate cash flow constraints that are hindering the Recipient's ability to cover funding gaps in this planned affordable housing group home project located in Forks, WA due to increased building material costs resulting from the supply chain disruptions created during the COVID-19 public health emergency. Funds were exhausted as of 12/31/2021.
2 - Negative Economic Impacts	2.35 Aid to Tourism, Travel, or Hospitality	Black Ball Transportation Inc Economic Assistance Grant	\$ 1,250,000.00	\$ 24.05	\$ 24.05	Via a Direct Grant Agreement entered into with Black Ball Transportation, Inc. to support the preservation of the Recipient's private marine transportation activities and jobs associated with such activities that were severely negatively impacted by the closure of the United States-Canada border during the COVID-19 pandemic by providing ARPA-funded economic support assistance.
1 - Public Health	1.1 COVID-19 Vaccination	COVID-19 Vaccination Marketing Campaign	\$ 21,000.00		\$ 20,017.00	COVID-19 vaccination marketing campaign for Clallam County to provide information about COVID-19 through a Clallam County Cares website that provides the community with COVID-19 information, vaccine locator, and Clallam County Statistics.

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2. Negative Economic Impacts	2.11 Healthy Childhood Environments: Child Care	Child Care Recruitment Job Fair	\$ 1,215.00	\$ -	\$ 1,215.00	Sponsorship funding for a recruitment fair to encourage participants to consider a career in childcare and early childhood education and accept job openings currently available in most childcare centers and facilities across the county. Current staffing shortage has depressed child care slots by over 25% in a context of an already severe shortage of slots available. Funds were used for advertising in the local paper Peninsula Daily News, 3 times and a City Banner (cost and installation). Funds were exhausted as of 12/31/2021.
1. Public Health	Capital Investments or Physical Plant Changes to Public Facilities	Tek64 Full Body Scanner for County Jail	\$ 183,972.00	\$ 183,972.00	\$ 183,972.00	Via an Agreement/Purchase Order with Tek64, project is for the purchase of the Tek64 Intercept Full Body Scanner System. This system consists of a thermal body scanner that will be employed in scanning all incoming inmates to the County Jail, minimizing the amount of time and physical proximity needed to conduct a search for contraband, resulting in reduced risk of potential COVID-19 exposure to jail staff during the processing of incoming inmates.
2. Negative Economic Impacts	2.1 Household Assistance/Food Programs	Forks Community Food Bank	\$ 105,000.00	\$ -	\$ -	Via a Direct Assistance Agreement entered into on 2/1/2022, \$105,000 of ARPA funds were committed to support (i) the acquisition of a walk-in freezer for the food bank to meet the additional cold storage needs of the food bank to meet need for increased food assistance needs of the community during the COVID pandemic; and (ii) \$70,000 to fund the salary and benefit costs of transitioning a volunteer executive director position into a paid full-time staff position due to the increased demands placed on this role and the food bank during the COVID-19 pandemic.
2. Negative Economic Impacts	2.34 Assistance to Non-Profit: Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)	Sequim Open Air Market	\$ 4,500.00	\$ -	\$ -	Via a Direct Assistance Agreement entered into on 2/1/2022, \$4,500 of ARPA funds were committed to support (i) the market's one-to-one matching ability for eligible food purchases under the SNAP Market Match Program and (ii) matching costs incurred to support the Low-Income Seniors Farmer's Market Nutrition Program and the Women Infants and Children Farmer's Market Nutrition Program to provide improved access to fresh, healthy and locally grown fruits and vegetables to low-income seniors and WIC recipients.
2. Negative Economic Impacts	2.34 Assistance to Non-Profit: Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)	Olympic Peninsula Settlement Association	\$ 15,000.00	\$ 14,259.74	\$ 14,259.74	Via a Direct Assistance Agreement entered into on 2/1/2022, \$15,000 of ARPA funds were committed to the Association's "Feed the 3000" community meal service that assists residents of the City of Forks and surrounding areas experiencing food insecurity during the COVID-19 public health emergency by provision of a free meal each Tuesday, with funding needed to support the 300% increase in number of individuals seeking the weekly meal during COVID and the resulting increase in food and supplies costs. Funds may be used to reimburse for costs related to (i) the purchase and storage of food, (ii) the preparation of meals to include cookware and carts, (iii) the on-site meal service, to include cutlery, plates and seating, (iv) personal protection and sanitation materials, and (v) packaging materials related to the delivery of meals.
2. Negative Economic Impacts	2.1 Household Assistance/Food Programs	Sequim Food Bank	\$ 185,950.00	\$ -	\$ -	Via a Direct Assistance Agreement entered into on 3/22/2022, funding includes (i) \$150,000 for the design, permitting and other pre-construction costs relating to SFB's need to build additional food storage facilities on its adjoining property to support the transition of certain of its buildings back to use for distribution and administration purposes and provide a more sustainable operation to meet the food security needs of the community during the COVID public health emergency; and (ii) \$35,950 to be used to fund additional staff needs and retention incurred during the COVID public health emergency.
2. Negative Economic Impacts	2.34 Assistance to Non-Profit: Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)	Port Angeles Farmer's Market	\$ 6,500.00	\$ -	\$ -	Via a Direct Assistance Agreement entered into on 2/22/2022, \$6,500 of ARPA funds provided to support (i) the market's one-to-one matching ability for eligible food purchases under the SNAP Market Match Program and (ii) matching costs incurred to support the Low-Income Seniors Farmer's Market Nutrition Program and the Women Infants and Children Farmer's Market Nutrition Program to provide improved access to fresh, healthy and locally grown fruits and vegetables to low-income seniors and WIC recipients.
2. Negative Economic Impacts	2.1 Household Assistance/Food Programs	Port Angeles Food Bank	\$ 1,345,000.00	\$ 1,245,003.70	\$ 1,245,003.70	Via a Direct Assistance Agreement entered into on 2/1/2022, \$1.3 million of ARPA funds committed to assisting PA Food in renovations of its new facility, including construction of (i) a 2,000 sq ft food pantry market; (ii) a 1,800 sq ft commercial processing kitchen; (iii) a 2,000 sq ft training and workspace room for co-locating additional social services; and (iv) a 4,000 sq ft of infrastructure improvements needed to create suitable administration and operations space, all of which were deemed necessary and proportionate to the need for enabling PA Food Bank to meet the growing need for food assistance during the COVID-19 pandemic and to support the additional demands placed on it since becoming the RDO for County food assistance. The remaining \$45k of funds are to be used to fund staff retention costs.
3. Public Health - Negative Economic Impact: Public Sector Capacity	3.2 Refining Public Sector Staff	County Need-Clallam Prosecuting Attorney-Adj. Staff Funding for Case Backlog	\$ 799,500.00	\$ 23,745.63	\$ 23,745.63	Pursuant to US Treasury FAQ 2.19 under the SFLRP guidance, costs incurred to address COVID-related backlog in court cases may be funded through ARPA funds. SOCC approved a placeholder to address COVID court case backlogs for additional hiring of staff in Clallam Prosecuting Attorney's office over a 2 year period.
TOTAL ADDITIONAL OBLIGATIONS			\$ 8,876,703.00	\$ 1,978,701.22	\$ 5,595,112.09	

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ARPA FUNDS COMMITTED AND UNCOMMITTED FUNDS REMAINING

In addition to the funds formally obligated via agreement to be reported to the U.S. Treasury through March 31, 2022, the BOCC has subsequently entered into additional agreements or has approved additional ARPA obligations in 2022 as well as has indicated support for committing ARPA towards additional eligible purposes for which the County has not yet formally entered into agreements to fund. The breakdown of these additional obligations and placeholder funds committed, as well as unallocated ARPA funds remaining are as follows:

OTHER COMMITMENTS (BUT NOT FORMALLY OBLIGATED YET)

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Project Description
5. Infrastructure: Water & Sewer	Local Water Systems	TBD	\$ 87,462.72	BOCC had previously indicated support of up to \$150k to support local water systems infrastructure, to the extent allowed for under the ARPA water infrastructure guidelines. \$87,462.72 remains after supporting Black Diamond Water District for \$62,537.28.
5. Infrastructure: Water & Sewer	Drinking Water: Transmission & Distribution	Black Diamond Water District	\$ 62,537.28	Via a Direct Assistance Agreement to be entered into 4/19/2022, \$62,537.28 of ARPA funds committed to support the replacement of their main water line over the Little River to be relocated and securely attached to the new bridge that was installed by the Department of Natural Resources in 2020.
2. Negative Economic Impacts: Assistance to Non-Profits	2.34 Assistance to Non-Profits: Assistance to Impacted Nonprofit Organizations (Impacted or	United Way of Clallam County - Clallam Resilience Project	\$ 59,000.00	Via a Direct Assistance Agreement to be entered into on 4/19/2022, \$59,000 of ARPA funds to support the Clallam Resilience Project in hosting twelve cost-free Community Meetings and planning a Collaborative Learning Academy in 2022 and hosting the event no later than April 2023.
1. Public Health: Other	Capital Investments or Physical Plant Changes to Public Facilities	County Need--Bipolar Ionization HVAC Filtering System	\$ 250,000.00	Air purification equipment approved for Courthouse as part of the 2022 Capital Budget to help prevent spread of COVID.
1. Public Health: Other	Capital Investments or Physical Plant Changes to Public Facilities	County Need--BOCC Meeting Room Technology Project to Improve COVID Virtual Meeting Capabilities	\$ 134,000.00	This IT capital project is designed to support the need for improved virtual public meeting capabilities of the County during the COVID public health emergency. ARPA funding was approved by BOCC in the 12/6/2021 work session and will be incorporated into 2022 amended budget as a debatable emergency to be adopted in February 2022.
6. Revenue Replacement	6.1 Provision of Government Services	Broadband Grant Local Match	\$ 1,786,109.41	Represents 10% required local match placeholder for the \$17.86 million dollar Washington State Broadband Office grant recently awarded to the County. <u>Note: In order for ARPA funds to be used as local match funds for a federal grant, the funds must be utilized out of the County's "Lost Revenue" category under ARPA, which under the Final Rule allows the County to designate up to \$10 million of its ARPA award as "lost revenue".</u>
2 - Negative Economic Impacts	2.14 Rehiring Public Sector Staff	County Need--Clallam Public Defender--Additl Staff Funding for Case Back Log	\$ 400,000.00	Pursuant to US Treasury FAQ 2.19 under the SFLRF guidance, costs incurred to address COVID-related backlog in court cases may be funded through ARPA funds. BOCC approved a placeholder to address COVID court case backlogs for additional hiring of staff in Clallam Public Defender's office over a 2 year period.
6. Revenue Replacement	6.1 Provision of Government Services	TBD	TBD	County's "Lost Revenue" category under ARPA, which under the Final Rule allows the County to designate up to \$10 million of its ARPA award as "lost revenue".
2 - Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	TBD	\$ 1,000,000.00	BOCC had indicated additional support of up to \$1 million dollars to support affordable housing projects in Clallam County.

TOTAL--OTHER ARPA COMMITMENTS

\$ 3,779,109.41

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LESS--ANTICIPATED RETURN OF ARPA FUNDS	3.10 Housing Support: Affordable Housing	Peninsula Behavioral Health - All View Motel Affordable Housing Project	\$ (389,911.00)	Under the ARPA Grant agreement with Peninsula Behavioral Health for the All-View Motel mental health affordable housing project, PBH is required to reimburse the County a total of \$389,911 in ARPA funds received in the event PBH is subsequently awarded funds under its Department of Commerce Housing Trust Fund grant application. As PBH was recently notified that such grant funding was awarded to them, these ARPA funds will be returned to the County and will be available to be used for other ARPA-eligible projects.
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TOTAL ARPA OBLIGATIONS (2021/2022) AND COMMITMENTS, NET OF
RETURN OF ARPA FUNDS

\$ 11,865,901.41

TOTAL ARPA FUNDS AWARDED TO CLALLAM COUNTY

\$ 15,020,640.00

TOTAL REMAINING UNALLOCATED ARPA FUNDS

\$ 3,154,738.59

DETERMINE IF CLALLAM COUNTY WILL CLAIM LOST REVENUE STANDARD ALLOWANCE

In the ARPA Final Rule, governments may now claim a standard allowance up to \$10 million of their total ARPA award received to be treated as lost revenue which can then be used to fund the provision of government services. It should be noted that this allowance does not change the total amount of ARPA funds awarded to a local government, but simply allows the recipient the flexibility of allocating a greater portion of its ARPA funds to the lost revenue category that can then be used more broadly in support of its provision of government services (see below), as well as for other ARPA-eligible uses. The addition of this lost revenue standard allowance is significant to the County for the following reasons:

- Under the prior Interim Final Rule, Clallam County could not claim lost revenue under the original revenue loss calculation methodology issued by Treasury;
- Using ARPA funds claimed under the "revenue loss" category of eligible uses provides the maximum flexibility in how those funds can be utilized, as again they can be used to support the provision of government services, which essentially includes any service a government traditionally provides, including:
 - Construction of schools and hospitals;
 - Road building and maintenance, and other infrastructure;
 - Health services;
 - General government administration, staff, and administrative facilities;
 - Environmental remediation;
 - Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)
- The only **specific uses not allowed** for under the lost revenue category would include (i) contributing to "rainy day funds" (i.e. reserves), (ii) debt services costs, (iii) extraordinary pension contributions, (iv) settlement agreements, judgement, consent decree or judicially confirmed debt, (v) activity that conflicts with the purpose of the ARPA Act (i.e. uses that conflict with COVID-19 mitigation practices), and (vi) violations of ARPA award terms and conditions or conflict of interest federal rules.
- One unique feature of using ARPA funds claimed under the "revenue loss" category is the ability to use such funds to fund the local match portion on any federal grant funded projects.

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 ** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

This is not the case with any of the other ARPA eligible use categories, and is of particular help when evaluating potential sources of funding for other federal-grant projects that require a local match of funding from the County (including for example broadband, roads, and other public works infrastructure projects).

- For the report due April 30th to U.S. Treasury, Clallam County will be required to indicate whether it will elect to claim the lost revenue standard allowance and how much it will claim **or** default to the standard revenue loss formula (which for Clallam County would mean no revenue loss being claimed from the ARPA funds awarded) – once this election is made, it is irrevocable.
- To preserve Clallam County's ability to use ARPA funds claimed under lost revenue to fund local match portions of any federal grant funded projects, staff's recommendation to the BOCC is to approve the County claiming \$1,786,000 of lost revenue to fund the *Washington State Broadband Office Acceleration Grant* required match.

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?)

The purpose of this presentation is to update the BOCC on the ARPA Project & Expenditure Report to be submitted to U.S. Treasury by April 30, 2022 as required under the ARPA reporting requirements, review the status of the ARPA Fund in terms of obligations and commitments made to date, and to solicit a decision on claiming a minimum \$1,786,000 under the ARPA Lost Revenue Standard Allowance to provide an ARPA funding source for local match portions of certain federal broadband grants received.

County Official signature & print name: Chelsea Miller Chelsea Millar

Name of Employee/Stakeholder attending meeting: Mark Lane, Chelsea Millar and Rich Meier

Relevant Departments: BOCC/Finance

Date submitted: 4/13/2022

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