



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, January 10, 2023 – 9:00 a.m.

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

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

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA – Any Commissioner may remove items for discussion

- 1a. Approval of minutes for the week of January 2

Approval of minutes 

- 1b. Letter of support to Department of Veterans Affairs regarding the North Olympic Regional Veteran's Housing Network Grant and Per Diem Transition in Place application

Letter 

REPORTS AND PRESENTATIONS

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

CONTRACTS AND AGREEMENTS

- 2a. Agreement amendment 1 with John Paul Knox dba KnoxWorks for Housing Solutions Committee project management and policy support

Agreement amendment 1 

- 2b. Agreement amendment 1 with Public Works for Hotel/Motel Tax Funds 2023 – Olympic Discovery Trail Improvement Project

ADMINISTRATION

3a. Resolution designating Commissioner involvement on advisory boards 2023

Resolution 

Updated document - updated on 1/9/23 

3b. Request for proposals / qualifications to be received no later than Monday, March 6, 2023 at 3 p.m. for Homelessness Program Funding Proposal 2023

Request for proposals / qualifications 

PUBLIC COMMENT – Please limit comments to three minutes

EXECUTIVE SESSION - January 11, 2023 at 8:30 a.m.

Pursuant to RCW 42.30.110, an executive session will be held from 8:30 a.m., Wednesday, January 11, 2023 in the Commissioners Board Room, 223 East 4th Street, Port Angeles, Room 160. No Zoom option will be available.

The Parks Department would like to discuss a potential campground and day use area for the West End.

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

Executive Session 

The following meetings are scheduled for the Board of Commissioners January 9 - 13:

Monday, January 9:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual Update

1:45 p.m. Executive Session

Tuesday, January 10:

10:00 a.m. Board Meeting

Wednesday, January 11:

8:00 a.m. Coffee with Colleen

8:30 a.m. Executive Session

5:00 p.m. OlyCap Board Meeting

Thursday, January 12:

1:00 p.m. KONP Radio Show

Friday, January 13:

4:00 p.m. KSQM Radio Show

12:00 p.m. WSAC Virtual Legislative Update

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.

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

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

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



JAN 10 2023

BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of January 2 – 6, 2023

1a

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Tuesday, January 3, 2023. Present were Commissioners Ozias, Johnson, and French and Administrator Sill.

Items of discussion per the agenda published December 29 were:

- Calendar/Correspondence
- Letter of support to Department of Veterans Affairs regarding the North Olympic Regional Veteran's Housing Network Grant and Per Diem Transition in Place application
- Agreement amendment 3 requesting approval of a 6-week extension of current contract language with the Clallam County Public Defender
- Resolution designating Commissioner involvement on advisory boards 2023
- Agreement amendment 1 with John Paul Knox dba KnoxWorks for Housing Solutions Committee project management and policy support
- Agreement amendment 1 with Public Works for Hotel/Motel Tax Funds 2023 – Olympic Discovery Trail Improvement Project

Meeting concluded at 9:52 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, January 3, 2023. Also present were Commissioner Johnson and French and Administrator Sill.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

- Selection of Chair and Vice Chair for 2023
Election of Chair for 2022

ACTION TAKEN: CRJm to nominate CMO as Chair, CMFs, mc

Selection of Vice Chair for 2023

ACTION TAKEN: CMFm to nominate CRJ as Vice Chair, CMOs, mc

CONSENT AGENDA

1a Approval of payroll for the periods ending December 15 and December 27

1b Approval of minutes for the week of December 26

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

REPORTS AND PRESENTATIONS

- CRJ commented on the Winter Ice Village
- CMO commented on Dungeness Levy Setback Project

CONTRACTS AND AGREEMENTS

2a Agreement with North Olympic Land Trust for Conservation Futures Program Project – Mid Valley Farm

ACTION TAKEN: CRJm to approve, CMFs, mc

2b Agreement amendment 2 with Department of Ecology for Stormwater Phase I Project

ACTION TAKEN: CRJm to approve, CMFs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of January 2 – 6, 2023

Page 2

2c Agreement amendment 1 with Black Diamond Water District for American Rescue Plan Act Funds
ARPA

ACTION TAKEN: CRJm to approve, CMFs, mc

2d Agreement amendment 3 requesting approval of a 6-week extension of current contract language
with the Clallam County Public Defender

ACTION TAKEN: CRJm to approve, CMFs, mc

ADMINISTRATION

3a Resolution closing the Assessor's Office Petty Cash and Cash Fund

ACTION TAKEN: CRJm to adopt, CMFs, mc

3b Resolution appointing Kim Reynolds to the Lodging Tax Advisory Committee

ACTION TAKEN: CRJm to adopt, CMFs, mc

3c Resolution appointing Bruce Emery to the Housing Solutions Committee

ACTION TAKEN: CRJm to adopt, CMFs, mc

3d Resolution reappointing Nathan Tyler to the Sheriff's Citizens Advisory Committee

ACTION TAKEN: CRJm to adopt, CMFs, mc

3e Resolution appointing Mike French to the Board of Health

ACTION TAKEN: CRJm to adopt, CMFs, mc

PUBLIC COMMENT

- Kenneth Reandeau, Port Angeles, welcomed CMF to the BOCC, conservation

Meeting concluded at 10:22 a.m. and continued to 9 a.m., Monday, January 9, 2023.

There are no Zoom chat logs for the week of January 2.

The Board of Commissioners attended Housing Solutions Committee and City of Sequim Hwy 101/Simdars
Meeting during the week of January 2.

PASSED AND ADOPTED this 10th day of January 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French

KEY TO ABBREVIATIONS:

ARS	Administrator Rich Sill	m	moved
CMO	Commissioner Mark Ozias	mc	motion carried
CRJ	Commissioner Randy Johnson	s	seconded
CMF	Commissioner Mike French		



AGENDA ITEM SUMMARY

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

16

Department: BOCC

WORK SESSION ☒ **Meeting Date: 1-3-23**

REGULAR AGENDA ☒ **Meeting Date: 1-10-23**

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 – Letter of Support |

Documents exempt from public disclosure attached: ☐

Executive summary:

Letter of Support:

Letter of support for North Olympic Regional Veteran's Housing Network's (NORVHN) Grant & Per Diem Transition in Place application. NORVHN has been providing homeless Veterans services on the Olympic Peninsula of Washington State since 2011. This GPD application will house Veterans with chronic medical and mental health conditions in Forks, Washington.

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?)

Approval of a letter of support to Department of Veterans Affairs for Olympic Regional Veteran's Housing Network's (NORVHN).

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, North Olympic Regional Veteran's Housing Network

Relevant Departments: Board of Commissioners

Date submitted: 12-15-22

* Work Session Meeting - Submit 1 single sided/not stapled copy North Olympic Regional Veteran's Housing Network 1-10-23
 ** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



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

Board of Clallam County Commissioners

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

RICH SILL, County Administrator

File: A72

January 10, 2023

Department of Veteran Affairs
810 Vermont Avenue
NW Washington, DC 20420

RE: NORVHN's VA Grant & Per Diem Transition in Place Application

To Whom It May Concern:

Please consider this letter as an indication of our support for North Olympic Regional Veteran's Housing Network's (NORVHN) Grant & Per Diem Transition in Place application. NORVHN has been providing homeless Veterans services on the Olympic Peninsula of Washington State since 2011. This GPD application will house Veterans with chronic medical and mental health conditions in Forks, Washington.

NORVHN is the only agency providing shelter and permanent supportive housing in Clallam and Jefferson Counties which is specifically for Veterans. Clallam County has partnered with NORVHN in the years they have been working within this field and we support their vision of creating transition in place housing for the most vulnerable population of our local Veterans.

We strongly encourage you to support NORVHN in the creation of this program. This development will add to NORVHN's housing portfolio and increase the number of low income rentals married with support available in our community.

We appreciate your consideration.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French



AGENDA ITEM SUMMARY

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

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 1/03/2023

REGULAR AGENDA ☒ **Meeting Date:** 1/10/2023

Required Originals Approved and Attached? ☒
Will Be Provided On:

Item Summary:*

- ☐ Call for Hearing
☐ Resolution
☐ Draft Ordinance

- ☒ Contract/Agreement/MOU**
☐ Proclamation
☐ Final Ordinance

- Contract # 19951.22.001-1
☐ Budget Item
☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

Personal Services Agreement with the KnoxWorks in the amount of \$18,000 to provide project management and policy support to the Clallam Housing Solutions Committee is being amended to extend the termination date to February 28, 2023.

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

Funding is already allocated in the Affordable Housing Sales Tax 2023 Budget.

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

Please review and sign.

County Official signature & print name: Debi Cook

A handwritten signature in blue ink, appearing to read "Debi Cook", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Rich Sill

Relevant Departments: BOCC, Finance

Date Submitted: 12/28/2022

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



PERSONAL SERVICES AGREEMENT AMENDMENT 1

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

Name: John Paul Knox (DBA KnoxWorks)

Address: 3112 Friendly Grove Rd NE
Olympia, WA 98506

Phone N°: 360.790.4464

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

This Amendment is comprised of:

☒ Extension of the termination date to 2/28/2023

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

The term of this Amendment shall commence on the 4th day of October 2022 and shall, unless terminated as provided elsewhere in the Agreement, end on the 28th day of February 2023.

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

CONTRACTOR

CLALLAM COUNTY ADMINISTRATOR

Print name: Paul Knox

Title: owner - KnoxWorks

Date: Dec 21 - 2022

Mark Ozias, Chair

Originals: BOCC
Vendor
Initiating Department

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

2d
10/25/22



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: John Paul Knox (DBA KnoxWorks)

Address: 3112 Friendly Grove Rd NE

Olympia, WA 98506

Phone No: 360.790.4464

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 4th day of October 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December, 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 25 day of Oct., 2022.

CONTRACTOR

Name: John Knox, owner

Date: NOV 14 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC

Vendor

Initiating Department

Copies: 1



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

SCOPE OF WORK**Overview**

Our proposal goals are to provide project management, facilitation, and policy support to the Clallam Housing Solutions Committee (CHSC) through December 2022. Our suggested objectives include:

- Engage Committee members via surveys and interviews to gather their insights about housing needs and priorities – based on Clallam BOCC mission/objectives for CHSC.
- Facilitate two group meetings and two retreats that provide team building and develop strategic focus, action priorities and structure.
- Assist, advise and support the transition process for the newly hired county housing director.

Below is our proposal action timeline for your thoughts and comment. Developing this proposal led us to questions regarding decision-making expectations, meeting timeline and related questions. We suggest meeting to discuss follow up on if these meet your goals.

Activity	September	October	November - Dec
Committee Engagement and Planning	• Develop and conduct survey to gauge priorities, information needs, structure, and process insights • Follow up with interviews/small group meetings • Plan and facilitate Sept meeting ○ Initial discussion of group structure options ○ Learning session TBD	• Plan and facilitate October meeting ○ Review/discuss survey results ○ Establish structure: steering team, sub committees, etc. ○ Prepare members for the retreat	• Facilitate 2 in-person retreats - Parts 1 & 2 ○ 2 hours each • Desired outcomes: ○ Clarify strategic focus and priorities ○ Set timeline of activities and work process ○ Sub-team breakouts ○ Prepare state advocacy agenda and plan ○ Social time following
Research best practices and options for this work	• Research and present models of how other communities are organized • County/cities collaboration options • Develop draft options for structure and organizing work clusters per CHSC objectives	• Prepare meeting materials and summary best practices presentations	• Prepare meeting materials and summary presentations • Consult and support housing director in their transition

COMPENSATION

1. X a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of Eighteen thousand DOLLARS (\$18,000) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than X monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

OR

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

Name/Position

Hourly Rate

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify): _____

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

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

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

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

Name: Rich Sill
Title: County Administrator
Address: 223 E 4th Street Port Angeles, WA. 98362
Telephone: 360-417-2242
E-mail: rsill@co.clallam.wa.us
Fax: 360-417-2550

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS**X**

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

☒ With each request for payment.

☐ Monthly.

☐ Quarterly.

☐ Semi-annually.

☐ Annually.

☐ Project completion.

☐ Other (specify):

Progress reports shall include, at a minimum, the following:

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

X

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

☐ COMMERCIAL GENERAL LIABILITY:

Bodily injury, including death \$ 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 County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

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

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

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

- ☐ 4. Other (specify):.



JAN 10 2023
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AGENDA ITEM SUMMARY

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

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 1/03/2023

REGULAR AGENDA ☒ **Meeting Date:** 1/10/2023

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

Item Summary:*

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

- ☒ Contract/Agreement/MOU**
- ☐ Proclamation
- ☐ Final Ordinance

- Contract # 19925.22.008-1
- ☐ Budget Item
- ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Personal Services Agreement with the Public Works in the amount of \$250,000 for Olympic Discovery Trail improvement projects amended to extend the termination date to December 31, 2023.

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

These funds are already allocated in the Hotel/Motel Tax Fund 2023 Budget.

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

Please review and sign.

County Official signature & print name: Debi Cook 

Name of Employee/Stakeholder attending meeting: Debi Cook, Steve Gray

Relevant Departments: BOCC, Public Works

Date submitted: 12/27/2022

* 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)



PERSONAL SERVICES AGREEMENT AMENDMENT 1

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

Name: Public Works
 Address: 223 E 4th St., Suite 6
 Port Angeles, WA 98362
 Phone N^o: 360-417-2290

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

This Amendment is comprised of:

☒ Extension of the termination date to 12/31/2023

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

The term of this Amendment shall commence on the first day of January 2022 and shall, unless terminated as provided elsewhere in the Agreement, end on the thirty-first day of December 2023.

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

CONTRACTOR

CLALLAM COUNTY ADMINISTRATOR



 Mark Ozias, Chair

Print name: Steve Gray

Title: Deputy Director Public Works

Date: 12/20 2022

Originals: BOCC
 Vendor
 Initiating Department

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding of the following 2022 Olympic Discovery Trail (ODT) Improvement Projects:

- 1. *ODT-Forks to La Push Trail Corridor Acquisition.*** The lodging tax grant will be used to assist with trail corridor acquisition efforts between US 101 and the Olympic National Park boundary in the vicinity of SR 110 needed to support future development of the approximately 13-mile planned western terminus of the ODT between the communities of Forks and La Push.
- 2. *Other ODT-Trail Corridor Acquisition.*** The lodging tax grant may be used to fund trail corridor acquisition in other ODT gaps if opportunities present and 2022 grant monies remain available after prioritizing Task 1 efforts above.
- 3. *ODT-Repair and Maintenance Work.*** The lodging tax grant may be used to provide funding support of ODT trail maintenance and repair projects if 2022 grant monies remain available after prioritizing Task 1 efforts above.
- 4. *Meet with the Lodging Tax Advisory Committee on a yearly basis to:***
 - Review goals and objectives for tourism enhancement.
 - Review expenditure of funds.
 - Review achievements of the past year.
 - Discuss the proposed work plan for the coming year.
 - Additional review may be required by the Commissioners upon reasonable notice.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of TWO HUNDRED, FIFTY THOUSAND DOLLARS (\$250,000) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify)

OR

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

Name/Position

Hourly Rate

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

JAN 10 2023

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AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 1/3/23
REGULAR AGENDA ☒ Meeting Date: 1/10/23

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:

Individual Commissioners serve on, or act as a liaison to, various state and local advisory boards and commissions and wish to confirm these appointments by resolution.
Discussion and Resolution designating Commissioner involvement on advisory boards for 2023.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Discussion and Resolution designating Commissioner involvement on advisory boards for 2023.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: December 27, 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)



RESOLUTION _____, 2023
DESIGNATING COMMISSIONER INVOLVEMENT ON ADVISORY BOARDS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Individual Commissioners serve on, or act as a liaison to, various state and local advisory boards and commissions and wish to confirm these appointments by resolution.
2. A work session was held January 3, 2023 and the Commissioners stated their preferences.

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

1. All three Commissioners will serve on the Board of Health, the Clallam County Finance Committee, the Olympic Area Agency on Aging (CRJ lead), the Housing Solutions Committee (CRJ lead) and as members of the Washington State Association of Counties (WSAC), and individually as follows:

MARK OZIAS

Behavioral Health Advisory Board
Canvassing Board
Clallam Transit System
Housing Solutions Committee (Alternate)
Law Library Board of Trustees
Lodging Tax Advisory Committee (Alternate)
Clallam County Marine Resources Committee
North Olympic Development Council
Olympic Area Agency on Aging (Alternate)
Olympic Consortium Board (Alternate)
Salish Behavioral Health Associated Services Organization
Sequim Chamber of Commerce Ex-Officio Member
Tribal Liaison – Jamestown S'Klallam
Washington State Association of Counties – Legislative Steering Committee
Washington State Association of Counties – Board of Directors

RANDY JOHNSON

Clallam County Disability Board
Clallam Transit System (Alternate)
Conservation Futures Program Advisory Board
Economic Development Council Board
Heritage Advisory Board
Homelessness Task Force
Housing Solutions Committee
Law and Justice Council
Lodging Tax Advisory Committee
Noxious Weed Control Board
Olympic Area Agency on Aging
Olympic Consortium Board
Olympic Region Clean Air Agency (Alternate)
Port Angeles Chamber of Commerce
Salish Behavioral Health Associated Services Organization (Alternate)
Veterans' Affairs Liaison
Washington Timber Counties Caucus
William Shore Memorial Pool District

Mike French

Canvassing Board (Alternate)
Clallam Bay/Sekiu Chamber of Commerce Liaison
Clallam Bay/Sekiu Community Action Team
Clallam Bay/Sekiu Sewer Advisory Committee
Clallam Transit System
Crescent Community Advisory Council
Developmental Disability Advisory Committee
Forks Chamber of Commerce Liaison
Housing Solutions Committee (Alternate)
Neah Bay Chamber of Commerce Liaison
Olympic Area Agency on Aging (Alternate)
Olympic Coast National Marine Sanctuary Advisory Council
Olympic Community Action Programs (OlyCAP)
Olympic Region Clean Air Agency
Peninsula Regional Transportation Planning Organization
Solid Waste Advisory Committee
Trails Advisory Committee
Tribal Liaison – Lower Elwha/Quileute/Makah
Veterans' Affairs Liaison (Alternate)
William Shore Memorial Pool District

PASSED AND ADOPTED this 10th day of January 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, CMC, Clerk of the Board



RESOLUTION _____, 2023
DESIGNATING COMMISSIONER INVOLVEMENT ON ADVISORY BOARDS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Individual Commissioners serve on, or act as a liaison to, various state and local advisory boards and commissions and wish to confirm these appointments by resolution.
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William Shore Memorial Pool District

PASSED AND ADOPTED this 10th day of January 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, CMC, Clerk of the Board

JAN 10 2023



AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** 01.09.23

REGULAR AGENDA ☒ **Meeting Date:** 01.10.23

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 RFP Release Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

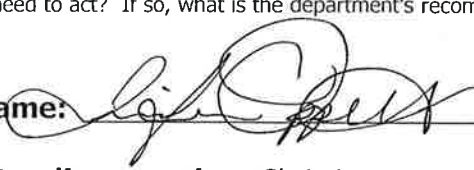
Clallam County Health and Human Services is submitting to the BOCC an RFP for Homeless Program Funding and related services that are responsive to the priorities listed in the RFP. Date of release for the RFP is scheduled to be January 11, 2023. The funding period will be July 2023 through June 30, 2025.

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

The budget line is in the HHS 2023 budget and will be increased accordingly through budget emergency.

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

Release the RFP notice for publication.

County Official signature & print name:  Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted:

January 4, 2023

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

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

REQUEST FOR PROPOSALS/QUALIFICATIONS

The Clallam County Health & Human Services Department is soliciting proposals from interested parties to provide Affordable Housing, Homeless Assistance, and related services throughout Clallam County for the period July 1, 2023 through June 30, 2025.

Sealed proposals must be clearly marked on the outside of the envelope **“Homelessness Program Funding PROPOSAL 2023”**. Mailing address for proposal is: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362, or hand-delivered to 223 East 4th Street, Room 150 (County Commissioner’s Office), Port Angeles, Washington. **Proposals MUST be received by 3:00 p.m., Monday, March 6, 2023**, whether by mail or by hand deliver. Submittals made in an incorrect format will not be considered. Proposals will be opened publicly and acknowledged at the Board of Clallam County Commissioners’ Meeting on Tuesday, March 7, 2023.

An RFP application and information packet is available on the Clallam County website at www.clallamcountywa.gov/HHS or a hardcopy may be obtained Monday through Friday, 9:00 a.m. – 4:00 p.m., in the Health and Human Services Department, 111 East 3rd Street (upper floor), Port Angeles, Washington. Telephone 360.417.2582 or email christine.dunn@clallamcountywa.gov for packets.

Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

PASSED THIS _____ day of _____, 2023

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Loni Gores, Clerk of the Board

Mark Ozias, Chair

c: Department

Publish: January 13th and January 20th, 2023

Bill: Health and Human Services



Clallam County Affordable Housing & Homeless Housing and Assistance Funds

2023 Request for Proposals

July 1, 2023 – June 30, 2025

DEADLINE: March 6, 2023

**CLALLAM COUNTY HOMELESSNESS PROGRAM FUNDING
2023 – 2025 REQUEST FOR PROPOSALS (RFP)
Affordable Housing & Homeless Housing and Assistance Funds**

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CLALLAM COUNTY HOMELESSNESS PROGRAM FUNDING REQUEST FOR
PROPOSAL SUMMARY
Affordable Housing & Homeless Housing and Assistance Funds

Clallam County Health and Human Services Department is requesting proposals for Affordable Housing (2060) and Homeless Housing and Assistance Funds (2163). Funding will be available for the period July 1, 2023 through June 30, 2025. The local Homelessness Task Force, appointed per Resolution 85, 2005 prioritized and selected the following service areas for 2023 – 2025 funding:

- 1. Shelters**
- 2. Housing**
- 3. Support Services**
- 4. Safe Parking/Camping**

Proposals/applications must have one priority selected. Only one funding priority can be selected for each application. You must submit more than one application if you are proposing multiple projects.

Funding will be available for the period July 1, 2023 through June 30, 2025 as follows:

Affordable Housing (2060):

July 1, 2023 – June 30, 2024	\$120,000
July 1, 2024 – June 30, 2025	\$120,000

Homeless Housing and Assistance Funds (2163):

July 1, 2023 – June 30, 2024	\$600,000
July 1, 2024 – June 30, 2025	\$600,000

Voluntary Bidder's Questions and Answers will be posted to the Health and Human Services Website

All questions regarding RFP content or process must be received by Clallam County Health and Human Services in writing (christine.dunn@clallamcountywa.gov) no later than January 23, 2023 at 5:00 P.M. Written responses to questions raised by written inquiry will be posted to www.clallamcountywa.gov/hhs no later than January 27, 2023 at 5:00 P.M. Responses will only be provided in written format and posted. It is solely the Bidder's responsibility to access posted questions and answers.

PROPOSAL DEADLINE: Monday, March 6, 2023 at 3:00 P.M. (See Section VI)

PROPOSALS MUST BE RECEIVED IN THE CLALLAM COUNTY BOARD OF COMMISSIONERS' OFFICE NO LATER THAN 3:00 P.M. ON MONDAY, MARCH 6, 2023, WHETHER HAND DELIVERED OR BY U.S. MAIL. NO LATE PROPOSALS WILL BE ACCEPTED.

EACH PROPOSAL MUST BE:

1. **IN A SEPARATE ENVELOPE**
2. **THREE RING HOLE PUNCHED**
3. **ONE (1) ORIGINAL**
AND
4. **EIGHT (8) COPIES**
5. **THE OUTSIDE OF THE ENVELOPE SHALL BE MARKED “Homelessness Program Funding Proposal 2023”**
6. **AN ELECTRONIC PDF VERSION OF THE PROPOSAL MUST BE SENT TO Christine Dunn AT christine.dunn@clallamcountywa.gov**

A Mandatory Virtual Interview with the RFP Review Committee will be held the week of March 20th – 24th time TBD. Bidders will be contacted to schedule a virtual interview.

BACKGROUND

In 2005, House Bill 2163: Homelessness Housing and Assistance Act and in 2002, House bill 2060: Affordable Housing were signed into Washington State law. These laws impose surcharges on recording fees for recording of real property documents and dedicate these funds to housing programs for extremely low-income and very low-income persons. In 2005 the Clallam County Board of Commissioners approved an ordinance authorizing these fees to be taken by the county auditor and created the Clallam County Homelessness Task Force.

SCOPE OF WORK

Proposals for Homelessness Program Funding must address one of the four priority areas.

1. **Shelters**
2. **Housing**
3. **Support Services**
4. **Safe Parking/Camping**

This Request for Proposal is available on the Internet at <http://www.clallamcountywa.gov/HHS> or by contacting Christine Dunn at Clallam County Health & Human Services; **Phone:** 360.417.2582; **Email:** christine.dunn@clallamcountywa.gov. The Clallam County Health & Human Services Department reserves the right to make unilateral modifications to this RFP to address changes on the state and/or local level.

REQUEST FOR PROPOSAL (RFP) TIMELINE
Clallam County Homelessness Program Funding

Date	Activity
December 6, 2022	Homelessness Task Force Meeting – Priorities Confirmed
January 9, 2023	RFP presented to BOCC at work session meeting
January 10, 2023	RFP approved by BOCC at regular agenda meeting
January 11, 2023	RFP released
January 23, 2023	Voluntary Bidders Conference questions due to christine.dunn@clallamcountywa.gov by 5pm
January 27, 2023	Voluntary Bidders Conference answers posted to HHS website (http://www.clallamcountywa.gov/HHS)
March 6, 2023	Proposals due to Board of Commissioners by 3:00 p.m.
March 7, 2023	Proposals opened and accepted at BOCC meeting
March 20 – 24, 2023	MANDATORY virtual interviews with RFP Review Committee. Rating sheets completed/finalized. Preliminary recommendations made
April 4, 2023	Homelessness Task Force Meeting Recommended Proposals on Agenda for Approval
April 17, 2023	Work Session with BOCC for funding recommendations
April 17 – May 31	Contracts to County Prosecutor for approval if required
June 5, 2023	Contracts to Providers and returned to HHS with signatures
June 20, 2023	BOCC regular meeting for contract final approval
July 1, 2023	Contract period begins

Note – All dates are subject to change – Updated December 2022

I. APPLICANT ELIGIBILITY

This RFP is seeking interested providers, both public and private, with applicable experience and infrastructure to provide Homelessness Services within Clallam County.

Definition of “Homeless” for Affordable Housing and Homeless Housing and Assistance Funds:

The legislation defines a homeless person as: “...an individual living outside or in a building not meant for human habitation or which they have no legal right to occupy, in an emergency shelter, or in a temporary housing program which may include a transitional and supportive housing program if habitation time limits exist. This definition includes people who have a substance disorder, a mental health disorder, and sex offenders who are homeless.”

Who is Eligible for Services under these Funds?

Persons meeting the definition of homeless under the legislation (see above) and persons at-risk of homelessness such as:

- Persons being evicted within a week from a private dwelling unit or leaving an institution, such as a mental health or substance use treatment facility or a jail/prison with no subsequent residence identified and lacking the resources needed to obtain housing
- Persons fleeing domestic or family violence with no subsequent safe residence identified and lacking the resources needed to obtain such housing
- Persons living on the streets or in emergency shelter but are spending a short time (up to 30 consecutive days) in a hospital or other institution
- Persons who would otherwise be living on the streets or in an emergency shelter

II. AVAILABLE FUNDING

Funding will be available for the funding cycle of July 1, 2023 through June 30, 2025 as follows:

Affordable Housing (2060):

July 1, 2023 – June 30, 2024	\$120,000
July 1, 2024 – June 30, 2025	\$120,000

Homeless Housing and Assistance Funds (2163):

July 1, 2023 – June 30, 2024	\$600,000
July 1, 2024 – June 30, 2025	\$600,000

Funding must be requested and used within each funding period. There is no carry over of unused funds into the next funding period or cycle. Each proposal requires a budget completed for EACH funding period. For example, if a proposal is for the entire 2 years, 2 budgets must be submitted (one for each period as outlined above).

III. PERIOD OF PERFORMANCE

Funding under this grant program is allocated for a 24-month fund cycle. The period of performance for services solicited under this RFP begins July 1, 2023 and ends June 30, 2025. Carryover of unspent funds into the next program year is not permissible. Similarly, unspent funds in one funding cycle will not carryover to future fund cycles. In addition, initial funding is

not an assurance or guarantee of ongoing operational funding after the contract period. Proposers are cautioned not to assume a commitment to future funding based on the receipt of funds in prior years.

IV. PURPOSE AND PERMISSIBLE USE OF FUNDING

In 2005, House Bill 2163: Homelessness Housing and Assistance Act and in 2002, House bill 2060: Affordable Housing were signed into Washington State law. These laws impose surcharges on recording fees for recording of real property documents and dedicate these funds to housing programs for extremely low-income and very low-income persons. In 2005 the Clallam County Board of Commissioners approved an ordinance authorizing these fees to be taken by the county auditor and created the Clallam County Homelessness Task Force.

AFFORDABLE HOUSING FUNDS (2060)

In 2002, the State Legislature enacted SHB 2060 [RCW 36.22.178], an Act relating to funds for operating and maintenance of low-income housing projects and for innovative housing demonstration projects. The Clallam County Commissioners have named this fund the Clallam County Affordable Housing Fund. The County Commissioners will make all final funding decisions.

Permissible Uses of Funding

Funding must be distributed for programs and services as written in the local homeless housing plan Homelessness Task Force 5 Year Plan.pdf or as outlined in SHB 2060 (RCW 36.22.178) which are:

Eligible activities:

- a. Acquisition, construction, or rehabilitation of housing projects or units within housing projects that are affordable to very low-income persons with incomes at or below fifty percent of the area median income
- b. Supporting building operating and maintenance costs of housing projects or units within housing projects eligible to receive Washington State Housing Trust Funds, that are affordable to very low-income persons with incomes at or below fifty percent of the area median income, and that require a supplement to rent income to cover ongoing operating expenses
- c. Rental assistance vouchers for housing projects or units within housing projects that are affordable to very low-income persons with incomes at or below fifty percent of the median income, to be administered by a local public housing authority or other local organization that has an existing rental assistance voucher program, consistent with or similar to the United States Department of Housing and Urban Development's Section 8 rental assistance voucher program standards
- d. Operating costs for emergency shelters and licensed overnight youth shelters

Funds generated by SHB 2060 (RCW 36.22.178) may not be used for salaries and benefits. Additionally, these funds cannot be used for construction of new housing if at any time the vacancy rate for available low-income housing within the county rises above 10%.

HOMELESS HOUSING AND ASSISTANCE FUNDS (2163)

In 2005, the State Legislature enacted ESSHB 2163, an Act relating to funds for addressing local homelessness by providing housing, supportive services and homeless prevention. In subsequent years, including 2018, other bills added additional funding. See RCW 36.22.179 and RCW 36.22.1791. The Clallam County Commissioners have named this fund the Homeless Task Force Fund. The County Commissioners will make all final funding decisions.

Permissible Uses of Funding

Local governments are given wide latitude covering the use of funds for any activity that can be tied to reducing and/or preventing homelessness, if it is explicitly included in the most recent local homeless plan Homelessness Task Force 5 Year Plan.pdf and as outlined in ESSHB 2163 and ESSHB 1570 (RCW 36.22.179 and RCW 36.22.1791):

Eligible activities:

- a. Rental and furnishing of dwelling units for the use of homeless persons
- b. Costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness
- c. Operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals
- d. Services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness
- e. Temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless
- f. Outreach services for homeless individuals and families
- g. Development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals
- h. Rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless
- i. Other activities to reduce and prevent homelessness as identified for funding in the local plan

V. ANTICIPATED SCOPE OF WORK

Proposal must show clear connection to the Homelessness Task Force 5 Year Plan.pdf and/or the 2021 Clallam County Homeless System Gaps and Needs Analysis Clallam County Homeless System Needs and Gaps Report 2021.pdf. The permissible uses of funding are listed above.

However, as funding requests are usually significantly above the available funding, the Homelessness Task Force has set the following PRIORITIES in funding for July 1, 2023 through June 30, 2025:

SHELTERS

Literally, roofs over the heads of individuals. Specifically, **low barrier housing** where a minimum number of expectations are placed on people who wish to live there. The aim is to have as few barriers as possible to allow more people access to services. Low-barrier facilities that follow a harm reduction philosophy and include people with more complex needs and

multiple challenges when it comes to housing, such as mental health and substance use disorders, other conditions or disabilities, justice-system histories, etc. May also include but not limited to; shelters addressing the needs of families, women, veterans, and domestic violence.

HOUSING

Support agencies that are developing affordable housing (design/development/studies) or permanent supportive housing. Specifically, where indefinite leasing, rental assistance, or eviction prevention (diversion) is paired with supportive services to assist homeless persons or families with an adult or child member with a disability, low income or over 60 years of age achieve housing stability. This may include but is not limited to group home, home shares, and multi-generational housing.

SUPPORT SERVICES

Services in addition to housing which support or assist individuals and families to obtain and maintain housing. These services vary and can include but are not limited to: Life skills training (like income management, job training, and medication management), medical/ dental care, mental health treatment programs, substance use treatment programs, and **case management**.

SAFE PARKING/CAMPING

Safe parking/camping is intended to provide residents with a fixed location for living in recreational vehicles, automobiles and/or tents, and provides a safe and secure alternative to parking/camping on the street. Services provided will reduce harm to individuals living in vehicles/tents by providing more accurate data collection, case management, and community engagement. A 24/7 comprehensive program operations including but not limited to; intake, de-escalation strategies, trauma informed principles, harm reduction, Narcan and CPR training and the ability to maintain the safety and security of residents and their belongings.

Program Evaluation

Funded organizations must participate in a program evaluation for Homeless Program Funds in the form of a quarterly data report which will be required within 30 days of the end of each quarter. The quarterly report will be recorded on a form created in collaboration with Clallam County Health and Human Services and/or a contracted epidemiologist. The emphasis should be on capturing data at regular intervals that can be used to determine whether Homeless Funded programs met expectations of the proposed project. Evaluation efforts must include standardized data collection and reporting processes that show outcomes of services provided.

See below for following types of information:

- Quantity of services (outputs) ***required***
- Level of change occurring among participants (outcomes) ***required***
- Return-on-investment or cost-benefit (system savings) ***required***
- Various demographics **“highly recommended”**
- Adherence to the model (fidelity) ***required if applicable***
- Common measures (to be identified by Clallam County HHS and the Homelessness Task Force). Common measures will be identified in the provider contract.

VI. MINIMUM TECHNICAL REQUIREMENTS

All responses to this Request for Proposals (RFP) must be complete and meet the following minimum technical requirements to be further reviewed. All proposals shall be on plain white bond paper (8.5 x 11 inches) using 12 font with 1 inch margins. Pages should be numbered, including all attachments. Pages may be double sided. Binder clips may be used to keep pages together. Also, an electronic PDF version of the proposal must be sent to christine.dunn@clallamcountywa.gov. **The original (1) proposal and eight (8) additional copies, including all supporting material**, must be three hole punched, sealed in an envelope or box, and submitted to:

MAILING ADDRESS:

Clallam County Board of Commissioners
Attn: Homelessness Program Funding Proposal 2023
223 East 4th Street; Suite #4
Port Angeles, WA 98362

PHYSICAL ADDRESS:

Clallam County Board of Commissioners
Clallam County Courthouse
Attn: Homelessness Program Funding Proposal 2023
223 East 4th Street; Room 150
Port Angeles, WA 98362

Please clearly mark the mailing address on the box or envelope. Proposals must be **received BY 3:00 p.m. Monday, March 6, 2023 at the physical address.** Proposals not received by the deadline will not be considered for review. If a proposal is mailed to a location or office that is not designated for receipt of the proposal and, as a result, the designated office does not receive the proposal by the deadline, the proposal will be considered late and ineligible for review.

VII. GRANT PROPOSALS

All grant proposals will be screened and rated based on the following Narrative information.

Instructions for Completing the Grant Proposal Project Narrative:

Using Attachment B: Narrative Template for Grant Proposals, please provide the following information. The Narrative is limited up to 5 pages (excluding attachments).

NARRATIVE INFORMATION

1. Organizational Capacity

30 Points

A. Organizational Governance

Provide a brief description of your internal governance and leadership structure.

B. Financial

Provide a description of your basic managerial and fiscal structure including program management, accounting, and internal controls. Summarize the results of your agency's (or your unit of financial independence) most recent audit and/or administrative inspection. Include description of any disallowed costs, questioned costs and administrative findings. Explain your plan or response to any findings.

Applicants must submit one **copy of their most recent audit report**, including any "Management Letter" and/or all other correspondence referred to in the audit report, along with the applicant's response to the audit and corrective action plan, if any. If applicant has not been audited within the last two (2) years, a certified "Current Financial Statement" must be submitted in lieu of an audit report.

C. History of Project Management

Provide evidence and examples of similar projects implemented and managed which demonstrates the ability of the organization to successfully implement and manage publicly funded projects in a timely manner, within budget, and consistent with funding requirements.

D. Staffing Capacity

Provide a complete list of staff positions for the project, including the Project Director and other key personnel, showing the role of each and their level of effort and qualifications. Discuss how key staff have demonstrated experience working with and understanding the service needs of people experiencing homelessness.

E. Partner Agencies

If this is a collaborative project, identify the other partners involved, their role, and your role. If you are partnering with another agency/agencies, *attach their letter of commitment*.

2. Project Description

25 Points

A. Project Design

Describe your project. Include what services you will provide, when you will provide them and where services will be delivered. Provide a timeline for implementation. Discuss how the goals of this project will reduce or eliminate homelessness in Clallam County.

B. Evaluation

Describe your plan for program evaluation, including data collection, management and analysis. Use the Evaluation Worksheet (**Attachment C**) to describe: 1) Goals; 2) Activities and 3) Objectives. Objectives must be measurable and include both outputs and outcomes. One output should be the number of individuals served. Outcomes are benefits or changes for program participants. Describe how project

outcomes will be measured. Describe how client satisfaction will be measured.

C. Previous Outcomes

If you received funding in 2021-2023 from either 2060 or 2163 funds for this same project, briefly describe the outcomes obtained by the use of those funds.

D. Affordable Housing Funds (2060)

Verify that units provided by your project will be affordable for households with incomes at or below thirty percent of the area median income.

3. Community Needs and Benefit

35 Points

A. Needs Assessment and Target Population

What is the target population you intend to serve, and what is that populations' unmet need or gap in services you propose to address? How many people in Clallam County are in need of the service you propose, and what method did you use to estimate that number? How many individuals within this target population will you serve during the grant period?

B. Outreach

Describe your outreach plan for your target population and how it ensures that eligible persons learn about and have access to your program.

C. Link between Community Need and Gaps in Service

Describe the Homeless Task Force priority your project addresses. Describe which goal(s) of the Clallam County Homeless Crisis Response 5 Year Plan, legislative activities and/or 2021 Clallam County Gaps and Needs Analysis your project addresses.

4. Impact of Funds

10 Points

A. Budget Narrative

Provide a narrative that is descriptive or helpful to explain proposed expenditures in (**Attachment D**). If your project includes salaries and benefits, please list position(s) and FTE to be paid by these funds.

B. Additional Resources and Sustainability

Are you using any matching funds? If yes, what is the source? Discuss if appropriate how this project will be sustained after these funds are exhausted. Describe the impact of receiving only a portion of the requested funds. If you did not receive full funding, what percentage of requested funds would be required in order to fulfill your project, and what would be the source of remaining funds.

Grant Proposal Checklist

ONE (1) ORIGINAL PROPOSAL AND EIGHT (8) COMPLETE COPIES ARE REQUIRED (all three ring hole punched).

Grant Proposals must include the following required components in the following order:

- ☐ **Attachment A – Grant Summary Page**
Directions – Complete Attachment A. Limited up to one page.
- ☐ **Attachment B – Narrative Template for Grant Proposals**
Directions – Using Attachment B: Narrative Template for Grant Proposal, provide responses to all Narrative questions including Organizational Capacity, Community Needs and Benefit, Project Description and Project Financial Feasibility. Limited up to 5 pages. Attach copy of your most recent financial audit. Include any responses to any findings, etc.
- ☐ **Attachment C – Evaluation Worksheet**
Directions – Using Attachment C, submit detailed information in response to Narrative sections: Community Needs and Benefit and Project Description.
- ☐ **Attachment D – Project Budget Form**
Directions – Project budget must include all expenses, in detail, for the proposed budget. All funds being requested need to be identified and any match or in-kind going towards the project. Staffing should include salaries and benefits separately and include titles of all staff (if applicable). Budget items should be numerically prioritized with 1 being the most essential. A maximum 10% Administration fee is allowed for projects if needed, however, Administration is not allowed on Capital Projects (Affordable Housing 2060).

Funding period begins July 1, 2023 and ends June 30, 2025. There are two (2) distinct funding cycles (July 1, 2023 - June 30, 2024 and July 1, 2024 – June 30, 2025). Budget form (Attachment D) must be completed for each period.

No other attachments are to be submitted and will not be reviewed.

VIII. REVIEW AND SELECTION CRITERIA

The Clallam County Homelessness Task Force will convene a review committee and evaluate eligible proposals and make recommendations to the Clallam County Board of Commissioners. Only individuals who do not have a conflict of interest will participate on the review committee.

Grant Proposals will be evaluated as per section VII. GRANT PROPOSAL of this RFP packet. The review committee will convene to develop written questions they have regarding each proposal. Proposers will be notified of the date and time to appear before the committee for a question and answer session. Proposers will give a 5-10 minute summary of their proposed project and then have time to address the questions from the committee. The sessions are used to

further the evaluation process and clarify questions raised by the written proposals. Be prepared to respond to questions about the proposal related to project design, community collaboration and the budget. Please bring the persons within the organization that can provide a response to such questions.

All applicants will be notified in writing of the acceptance or rejection of their proposals. If a proposal is not selected for funding, the organization may resubmit a proposal at the next grant cycle for 2025.

1. Important factors include:

- a. The degree the proposal addresses gaps in services.
- b. Effectiveness of proposed services demonstrated by strategies to obtain realistic projected measurable outcomes.
- c. Proposal cost versus services provided.
- d. Efficacy of program design and the degree to which the agency demonstrates an understanding of the program/project requested by the RFP.
- e. Compliance of proposal with the requirements contained within the RFP.
- f. Evidence of successful collaboration with other organizations in the community that provide similar or complementary services that will assist in making the project a success.
- g. Applicants that have received prior Affordable Housing and/or Homeless Housing and Assistance Funds must be current on all reporting forms in order to be eligible to receive 2023-2025 funds.
- h. Funding in previous years is no assurance of success in this funding cycle.
- i. Data involving services delivered to individuals must be submitted to the Homeless Management Information System (HMIS). If the bidder is not using the HMIS, a mechanism must be devised to ensure that data is collected for input into the system.
- j. The program must provide services only within Clallam County boundaries.

In evaluating each proposal, the County reserves the right to consider past County contract performance if the provider has had a contract for services in the past.

2. Unacceptable Proposals

Some examples of what would constitute an unacceptable proposal are those which meet at least one of the following criteria:

- a. Does not address the essential requirements as part of the *Project Narrative Questions* in the RFP
- b. Does not address the essential requirements of the particular project
- c. Demonstrates that the applicant does not understand the requirements of the RFP or the project
- d. Deficient in approach
- e. Contains inappropriate or unreasonable costs
- f. Does not meet the deadline for submittal
- g. Does not meet the prescribed number of copies for submittal

IX. PROPOSAL TERMS AND CONDITIONS AND INSURANCE REQUIRMENTS

A. Authorship

All proposals submitted become the property of Clallam County, and it is understood and agreed that the bidder claims no proprietary rights to the ideas contained therein.

B. Subcontracting

Proposers must include any plans for subcontracting of services or activities of the programs. It is understood that the contractor(s) is held responsible for the satisfactory accomplishment of the service or activities included in such subcontract. Clallam County reserves the right to approve all subcontractors.

C. Rejection of Proposal

No applications (Proposals) submitted under this Request for Proposals (RFP) will be returned for correction or clarification. If the application is incomplete, it will be rejected. Verbal, alternative, and late proposals will not be considered for selection. Clallam County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel in part, or in its entirety, this RFP if it is in the best interest of Clallam County to do so.

D. Appeal Process

Any agency may appeal the selection of proposals by filing a complaint, in writing, to the Clallam County Homelessness Task Force (HTF). The HTF members will meet to review all complaints and render a decision of how to proceed. If a decision is rendered that is not agreeable to the agency, they may file a complaint with the Clallam County Board of Commissioners.

E. Cancellation of Award

Clallam County reserves the right to cancel an award immediately if new State Laws or policy determinations make it necessary to substantially change the project purpose or content, or prohibit such a project, or if the funds became unavailable.

F. Price Warranty

The proposer warrants that the rates quoted for services in response to this RFP are not unreasonably greater than the rates for the same services performed by the same individuals under any other existing contracts or grants.

G. Waivers

The right is reserved by Clallam County to waive specific terms and conditions contained in this Request for Proposals (RFP). It shall be understood that any proposal is predicated upon the acceptance of all terms and conditions in the RFP unless the proposer has obtained such a waiver.

H. Nondiscrimination in Programs and Employment

It is the policy of Clallam County to encourage and support equal opportunity in employment.

No person shall, on the grounds of race, color, religion, sex, handicap, sexual orientation, national origin, age, citizenship, political affiliation or belief, be denied employment or benefits, or be discriminated against as a participant, administrator, or staff person under any program or activity receiving funds under Clallam County.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in the admission, access, treatment, or employment in any program or activity.

The proposer agrees to comply with all provisions of the Americans with Disabilities Act and regulations interpreting or enforcing such Act.

The proposer agrees to provide equal opportunity in the administration of the contract, and its subcontracts, purchase orders or other agreements, and in the delivery of services to applicants/participants.

The proposer agrees to make every feasible effort to remove artificial barriers to employment, including, but not limited to, the elimination of sex stereotyping in employment and architectural barriers for the handicapped. Every effort shall be made to employ members of the eligible population in the staffing and administration of the project.

I. Addenda to the Request for Proposals

In the event it becomes necessary to revise any part of this RFP, addenda will be updated online at <http://www.clallamcountywa.gov/HHS> or available by email; Christine Dunn at christine.dunn@clallamcountywa.gov.

J. Limitation

This Request for Proposals does not commit Clallam County to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

K. Signature

The proposal shall be signed by an official authorized to bind the bidder and shall provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the bidder, and who may be contacted during the period of proposal evaluation.

L. Contract Award

Clallam County may award a contract based on proposals received; therefore, each proposal should be submitted in the most favorable terms from a budgetary, technical, and programmatic standpoint. Clallam County reserves the right to request additional data, discussion or presentation in support of written proposals.

M. Insurance Requirements

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.
- c. Claims for damages because of bodily injury or death of any person other than employees.
- d. Claims for damages insured by usual personal injury liability coverage.
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

1. COVERAGE FORMS

- a. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor.

The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

- b. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall also be included: Amendment of Contractual Liability for Personal Injury Liability, Per Project Aggregate limits, and Stop Gap Employers Liability.

The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

Contractor's General Liability insurance shall be primary with respect to the County, and any third party liability coverage maintained by the County shall be excess and non-contributory with respect to Contractor's insurance.

- c. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on the policy.

- d. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession. Contractor shall maintain professional liability coverage for a period of at least thirty-six months following completion of Contractor's work.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

- 2. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

- a. Workers' Compensation

Statutory Bodily Injury including Death by Accident or Disease

- b. Stop Gap Employers' Liability
 - \$1,000,000 Bodily Injury including Death by Accident - Each Accident
 - \$1,000,000 Bodily Injury including Death by Disease - Policy Limit
 - \$1,000,000 Bodily Injury including Death by Disease – Each Employee
 - c. General Liability - Bodily Injury, Personal Injury & Property Damage
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal Injury
 - \$1,000,000 Each Occurrence
 - d. Automobile Liability
 - \$1,000,000 Bodily Injury including Death and Property Damage - Per Accident
 - e. Professional Liability
 - \$ 2,000,000 Per Occurrence
 - \$ 2,000,000 Annual Aggregate
 - or
 - \$ 1,000,000 Per Occurrence
 - \$ 3,000,000 Annual Aggregate
3. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any third party liability coverage maintained by the County shall be excess and non-contributory with respect to Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

The County may, upon the Contractor's failure to comply with all provisions of this contract relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of

the Contractor to obtain the full text of that endorsement and forward that full text to the County with 30 days of the execution of the contract.

X. ATTACHMENTS

(Attachments available in Word Document format)

ATTACHMENT A – Grant Summary Page

ATTACHMENT B – Narrative Template for Grant Proposals

ATTACHMENT C – Evaluation Worksheet

ATTACHMENT D – Project Budget Form

**2023 – 2025 GRANT SUMMARY PAGE
HOMELESSNESS PROGRAM FUNDING RFP
CLALLAM COUNTY**

Organization Name: _____

Proposal Title: _____

Application for: ☐ Homeless Housing and Assistance funding (2163)
OR
☐ Affordable Housing (2060)

**Please Check One
Funding Priority:** ☐ Housing
☐ Shelter
☐ Support Services
☐ Safe Parking/Camping

Proposal Summary:

Requested Funds Amount: \$ _____

Matching/In-kind Funds Amount: \$ _____

Street Address:

City: _____ State: _____ Zip: _____

Primary Contact: _____ Phone: _____ E-Mail: _____

This agency is: (please select one of the following)

- ☐ Non-profit organization defined by Section 501(c)(3) of the Internal Revenue Code
☐ For-profit entity
☐ Public housing authority
☐ Government entity

Federal Tax ID Number: _____

Signature

Print Name

Title

Date

**2023 – 2025 NARRATIVE TEMPLATE FOR GRANT PROPOSALS
HOMELESSNESS PROGRAM FUNDING PROPOSAL
CLALLAM COUNTY**

Limited to five (5) pages (not including attachments A, C, and D)

Name of Project:

Amount requested:

July 1, 2023 – June 30, 2024 \$

July 1, 2024 – June 30, 2025 \$

TOTAL \$

Provide a brief description of the project:

July 1, 2023 – June 30, 2024

July 1, 2024 – June 30, 2025

1. Organizational Capacity

- A. Provide a brief description on your internal governance and leadership structure.
- B. Provide a description of your basic managerial and fiscal structure including program management, accounting and internal controls. Summarize the results of your Agency's (or your unit of financial independence) most recent audit and/or administrative inspection. Include description of any disallowed costs, questioned costs and administrative findings. Explain your plan or response to any findings.

Applicants must submit one **copy of their most recent audit report**, including any “Management Letter” and/or all other correspondence referred to in the audit report, along with the applicant’s response to the audit and corrective action plan, if any. If applicant has not been audited within the last two (2) years, a certified “Current Financial Statement” must be submitted in lieu of an audit report.

- C. Provide evidence and examples of similar projects implemented and managed which demonstrates the ability of the organization to successfully implement and manage publicly funded projects in a timely manner, within budget, and consistent with funding requirements.
- D. Provide a complete list of staff positions for the project, including the Project Director and other key personnel, showing the role of each and their level of effort and qualifications. Discuss how key staff have demonstrated experience working with and understanding the service needs of people experiencing homelessness.

- E. If this is a collaborative project, identify the other partners involved, their role, and your role. If you are partnering with another agency/agencies, *attach their letter of commitment.*

2. Project Description

- A. Describe your project. Include what services you will provide, when you will provide them and where services will be delivered. Provide a timeline for implementation. Discuss how the goals of this project will reduce or eliminate homelessness in Clallam County.
- B. Describe your plan for program evaluation, including data collection, management and analysis. Use the Evaluation Worksheet (**Attachment C**) to describe; 1) Goals; 2) Activities; 3) Objectives. One output should be the number of individuals served. Outcomes are benefits or changes for program participants. Describe how project outcomes will be measured. Describe how client satisfaction will be measured:
- C. If you received funding in 2021-2023 from either 2060 or 2163 funds for this same project, briefly describe the outcomes obtained by the use of those funds
- D. For Affordable Housing funds (2060), verify that units provided by your project will be affordable for households with incomes at or below thirty percent of the area median income:

3. Community Needs and Benefit

- A. What is the target population you intend to serve, and what is that populations' unmet need or gap in services you propose to address? How many people in Clallam County need the service you propose, and what method did you use to estimate that number? How many individuals within this target population will you serve during the grant period?
- B. Describe your outreach plan for your target population and how it ensures that eligible persons learn about and have access to your program.

- C. Describe the Homeless Task Force priority your project addresses. Describe which goal(s) of the Clallam County Homeless Crisis Response 5 Year Plan, legislative activities and/or 2021 Clallam County Gaps and Needs Analysis your project addresses.

4. **Impact of Funds**

- A. Provide a **Budget Narrative** that is descriptive or helpful to explain proposed expenditures in (**Attachment D**). If your project includes salaries and benefits, please list position(s) and FTE to be paid by these funds.
- B. Are you using any matching funds? If yes, what is the source? Discuss if appropriate how this project will be sustained after these funds are exhausted. Describe the impact of receiving only a portion of the requested funds. If you did not receive full funding, what percentage of requested funds would be required in order to fulfill your project, and what would be the source of remaining funds:

**2023 – 2025 EVALUATION WORKSHEET
HOMELESSNESS PROGRAM FUNDING PROPOSAL
CLALLAM COUNTY**

INSTRUCTIONS:

Evaluation is the collection of information about a program in a systematic and defined manner to demonstrate success, identify areas for improvement and lessons learned. Every program has at least one end goal and might have several – one or more activities are required to make progress toward meeting the goal. Progress is measured with one or more objectives that might cover an output (number of something) or outcome (change over time) due to the program.

DEFINITIONS:

Goal:	A broad statement or a desired, longer-term, outcome of a program. A program can have one or multiple goals. Each goal has a one or more related specific objectives that, if met, will collectively achieve the stated goal.
Activity:	Actions taken or work performed to produce specific outputs and outcomes.
Objective:	A statement of a desired program result that meets the criteria of being SMART (specific, measurable, achievable, realistic, and time-bound).
Output:	Results of program activities; the direct products or deliverables of program activities; such as number of: sessions completed, people served, materials distributed.
Outcome:	Effect of a program (change) - can be in: participant satisfaction; knowledge, attitude, skill; practice or behavior; overall problem; or a measure of return-on-investment or cost-benefit. Identify any measures that are “fidelity” measures for an evidence-based practice.
Reporting:	How and from where will data be collected? How will you measure your desired/stated output/outcome to show success and/or progress?

PROJECT NAME: Click here to enter text.

A. GOAL	B. ACTIVITY	C. SMART OBJECTIVE	D. TYPE OF MEASURE Output/Outcome	E. SOURCE/REPORTING How will you measure your stated output/outcome to indicated success and/or progress? (Every 6 months)
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Homeless Housing and Assistance Funds (2163)**July 1, 2023 – June 30, 2024****PROJECT BUDGET FORM****Attachment D**

Agency Name:

Project Name:

Enter the Associated Cost of your Project

Personnel/Benefits	Proposed Cost	FTE	Requested Funds	Matching Funds	Comments
Title of Staff					
Title of Staff					
Title of Staff					
Title of Staff					
Title of Staff					
Indirect (max. 10%)					
Total Benefits					
SUBTOTAL	\$ -	0.00	\$ -	\$ -	
Supplies and Equipment	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	\$ -		\$ -	\$ -	

Program/Other	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	\$ -		\$ -	\$ -	
Operations & Maintenance	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	\$ -		\$ -	\$ -	
OTHER EXPENSES	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	\$ -		\$ -	\$ -	
TOTAL	\$ -	0.00	\$ -	\$ -	

Homeless Housing and Assistance Funds (2163)
July 1, 2024 – June 30, 2025

PROJECT BUDGET FORM
Attachment D

Agency Name:

Project Name:

Enter the Associated Cost of your Project

Personnel/Benefits	Proposed Cost	FTE	Requested Funds	Matching Funds	Comments
Title of Staff					
Title of Staff					
Title of Staff					
Title of Staff					
Title of Staff					
Indirect (max. 10%)					
Total Benefits					
SUBTOTAL	\$ -	0.00	\$ -	\$ -	
Supplies and Equipment	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	\$ -		\$ -	\$ -	

Program/Other	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	\$ -		\$ -	\$ -	
Operations & Maintenance	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	\$ -		\$ -	\$ -	
OTHER EXPENSES	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	\$ -		\$ -	\$ -	
TOTAL	\$ -	0.00	\$ -	\$ -	

Affordable Housing (2060) (Capital Projects)
July 1, 2023 – June 30, 2024

PROJECT BUDGET FORM
Attachment D

Agency Name:

Project Name:

Enter the Associated Cost of your Project

Acquisition	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Construction	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Renovation	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				

Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Design/Architecture	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Development Costs	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ -	\$ -	

Affordable Housing (2060) (Capital Projects)
July 1, 2024 – June 30, 2025

PROJECT BUDGET FORM
Attachment D

Agency Name:

Project Name:

Enter the Associated Cost of your Project

Acquisition	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Construction	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Renovation	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				

Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Design/Architecture	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
Development Costs	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ -	\$ -	



AGENDA ITEM SUMMARY

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

JAN 10 2023
ESC 830
am

Department: Parks/Public Works/Roads Departments

Executive Session ☒ **Meeting Date: 1-11-23 at 8:30 a.m.**

Item summary:

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

Executive summary:

Pursuant to RCW 42.30.110, an executive session will be held from 8:30 a.m., Wednesday, January 11, 2023 in the Commissioners Board Room, 223 East 4th Street, Port Angeles, Room 160. No Zoom option will be available.

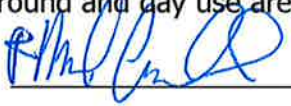
The Parks Department would like to discuss a potential campground and day use area for the West End.

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

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

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

Executive Session to discuss potential campground and day use area for the West End.

County Official signature & print name:  Don Crawford, Parks Department

Name of Employee/Stakeholder attending meeting: BOCC, PAO, Parks Department, Public Works/Road Department, Human Resources/Risk Management

Relevant Departments: BOCC, PAO, Parks Department, Public Works/Road Department, Human Resources/Risk Management

Date submitted: 12-8-2023

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

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

Executive Session property purchase 1-11-23

Revised: 3-04-2019