



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, June 14, 2021 – 8:00 a.m.

****ATTENTION****

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

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

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

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

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

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

Administration – 9 a.m.

1. Calendar/Correspondence
2. Agreement with K&H Printers for the printer/mailer service for 2021 August Primary

Agreement 

3. Notice of hearing to be held Tuesday, July 6, 2021 at 10:30 a.m. for a Resolutions authorizing sale of a County tax title property by way of electronic media and setting terms of

sale

Notice of hearing 

Community Development

4. Agreement amendment 2 with Department of Ecology for Stormwater management and regulations outreach

Agreement 

5. Agreement with Aqua Terra Cultural Resource Consultants to develop and implement a cultural resources monitoring plan

Agreement 

6. Notice of call for bids to be received no later than 10 a.m., Tuesday, July 20, 2021 for Lower Dungeness River Floodplain Restoration and Levee Road Realignment Project – Phase 1 Earthwork

Notice of call for bids 

Board of Commissioners

7. Charter Review recommendation next steps for a final response plan

Charter Review recommendation 

8. Emergency Operations Center discussion

EOC discussion 

9. American Rescue Plan Act discussion – 11 a.m.

ARPA discussion 

Updated document - updated after agenda packet was posted on 6-14-21 

7. Charter Review recommendation next steps for a final response plan

9. American Rescue Plan Act discussion – 11 a.m.

10. County spotlight video discussion

County spotlight video discussion 

11. Resolution appointing Jennifer Bond to the Conservation Futures Program Advisory Board

Resolution 

Budget

12. Discussion of proposed supplemental appropriations to be considered on June 29 (4a)*

Supplemental appropriations 

13. Discussion of proposed budget emergencies to be considered on June 29 (4b)*

Budget emergencies 

14. Review the "How Did We Do" reports comparing each month's actual performance against the 2021 Annual Budget

"How Did We Do" report 

General Discussion/Items for Future Agendas

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

EXECUTIVE SESSION

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

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



AGENDA ITEM SUMMARY

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

2
6/14/21

Department: Auditor's Office- Elections

WORK SESSION ☒ **Meeting Date: June 14, 2021**

REGULAR AGENDA ☒ **Meeting Date: June 22, 2021**

Required originals approved and attached? ☐

Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 100221.21.03

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

K&H contract for the production of Ballots and Envelopes for the Primary, August 3, 2021.

Budgetary impact: The cost for this service will be distributed equitably to participating jurisdictions participating in this election. ☐

Recommended action: Approval to use K&H as the printer/mailer for this service for the 2021 August Primary.

County Official signature & print name:

Shoona Riggs

Name of Employee/Stakeholder attending meeting: _____

Shoona Riggs, Susan Johnson _____

Relevant Departments:

Auditor's Office, Elections _____

Date submitted: 6/7/2021

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



PERSONAL SERVICES AGREEMENT

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

Name: K&H Printers
 Address: 7720 Hardeson Road, Suite A
 Everett, WA 98203
 Phone No: 1 800 451-5740

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of June 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of August 2021.

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

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

K+H Printers-Lithographers

 Mark Ozias, Chair

Print name: Tracy Okeefe

Title: Director of Finance

Date: 6-1, 2021

ATTEST:

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

 Loni Gores, Clerk of the Board

Originals: BOCC
 Vendor
 Initiating Department
 Copies: 5

SCOPE OF WORK
K&H Integrated Print Solutions
Election Invoice Detail Report
Clallam County

This is not an invoice. For information only.

Election Date: 08.03.21

ClearBallot

Job # 261934

Election Specifications:

Estimated using quantities provided by county

Number of Cards per Ballot	1
Total Ballot Packets Mailed	55,650
Total Ballot Cards Printed	56,657

Mail Ballot Printing

	<u>Ballot Qty</u>	<u>Card Qty</u>		
VBMP Ballots	54,350	54,350		
OOC/OOS Ballots	300	300		
Military/Overseas Ballots	0	0		
Total Mail Ballots Printed - 1 card	54,650	54,650	\$0.280 /Card	\$15,302.00

Non-Mail Ballot Printing

Counter Ballots	500	500	\$0.280 /Card	\$140.00
Military/Overseas Ballots - STC (print only)	400	400	\$0.280 /Card	\$112.00
Yellow Sample Ballots	20	20	\$0.260 /Card	\$5.20
Target Cards	0	0	\$0.260 /Card	\$0.00
Unmarked Test Ballots	87	87	\$0.260 /Card	\$22.62
Total Non-Mail Ballots Printed	1,007	1,007		

Assembly & Mailing Services

(Data Processing/Imprinting/Assembly)

Total Ballot Packets Assembled - 1 card	54,650	\$0.260 /Packet	\$14,209.00
Total Ballot Packets Assembled - 2 cards	0	\$0.360 /Packet	\$0.00

Subsequent Extracts (Dailies)

Subsequent Ballot Cards Printed	1,000	1,000	\$0.280 /Card	\$280.00
Total Ballot Packets Assembled - 1 card	1,000		\$0.360 /Packet	\$360.00
Total Ballot Packets Assembled - 2 cards	0		\$0.460 /Packet	\$0.00

Full Service ACS/Informed Delivery Processing and Reporting

One Time Set-up fee (Each Product Type)	0	\$250.00 Each	\$0.00
Outbound Processing	55,650	\$5.00 /Thousand	\$278.25

Misc

Blank Ballot Base

Ballot Face Replacement/Rework

Base Fee - per occurrence	0	\$1,000.00	\$0.00
Per Ballot Face Replaced	0	\$5.00 /Each	\$0.00
Maximum of \$5,000 charge per occurrence			
Ballot Face BOD/Website/Facsimile PDFs	0	\$0.80 /Each	\$0.00
Maximum of \$3,000 charge or \$5,000 for Party Primary			

Sub Total \$30,709.07

Freight \$550.50

Postage \$8,025.50

Total **\$39,285.07**

Postage Deposit Received \$8,025.50

Balance Due **\$31,259.57**

Election Invoice Detail does not include sales tax, if applicable

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor an **estimated** fee of thirty nine thousand, two hundred eighty five DOLLARS (\$39,285.07) 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): **postage deposit must be paid in advance, remaining invoice to be paid at completion of project.**

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

OR

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

<i>Name/Position</i>	<i>Hourly Rate</i>
-----------------------------	---------------------------

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

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

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

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

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

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

Name:

Title:

Address:

Telephone:

E-mail:

Fax:

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

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

SPECIAL TERMS AND CONDITIONS☐

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

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

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

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

☐

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

☐ **COMMERCIAL GENERAL LIABILITY:**

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

☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)** \$5,000,000 per occurrence

☐ **WORKERS COMPENSATION:** Statutory amount

- ☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | |
|---|----------------------------|
| Bodily injury, liability, including death | \$1,000,000 per occurrence |
| | \$1,000,000 aggregate |
| Property damage liability | \$1,000,000 per occurrence |
| | \$1,000,000 aggregate |
- ☐ BUSINESS AUTOMOBILE LIABILITY: \$1,000,000 per occurrence

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

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):.

3
6/14/21



AGENDA ITEM SUMMARY

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

Department: Treasurer

WORK SESSION ☒ **Meeting Date: June 14, 2021**

REGULAR AGENDA ☒ **Meeting Date: June 22, 2021**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

According to RCW 36.35.120, real property acquired by Clallam County by foreclosure of delinquent taxes (referred to as tax title properties), may be sold by order of the BOCC if they presume the sale to be in the best interest of the County. Chapter 36.34 RCW, calls for the BOCC to hold a public hearing upon any proposal to dispose of the County property. Additionally, under RCW 36.16.145 public auction sale by electronic media is allowed for surplus property.

The Treasurer's Office is petitioning the BOCC for approval for Tax Title Property Sale by way of public auction through electronic media. With approval from the BOCC, we intend to contract with an established on-line auction company (such as Public Surplus), and coordinate the property listings with sale dates and times to sell the listed properties we currently hold title to. The on-line auction sale date and time is scheduled to open July 16, 2021 at 10:00am and close July 26, 2021 at 12:00pm noon. Properties to be sold at the discretion of the Treasurer, with consideration given to the geographic location, parcel proximity, and greatest beneficial interest to the buyer and seller of each parcel or group of parcels to be sold. Further, the Treasurer reserves the right to omit any property from any sale without notice, should additional information become available that serves the best interest of Clallam County, including sales to adjoining land owners.

We intend to sell these properties so they become taxable parcels and are able to generate tax revenues for the junior taxing districts where they are located.

All properties proposed for sale are attached, labeled "Tax Title Properties"

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

Item Summary for Tax Title – Online Sales/PubSurplus

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

Revised: 3-04-2019

Budgetary impact: The proceeds from the sales will be applied to discharge the lien for general taxes and foreclosure costs. The parcels will be back on the tax rolls at an approximate fair market value which will increase tax revenues for the County and Junior Taxing Districts.

If a budget action is required, has it been submitted and a copy attached? ☐

Recommended action: It is recommended that the BOCC issue a Call for Hearing to place the attached properties for sale at online public auction with opening bid amounts as listed on the attached document "Tax Title Properties"

County Official signature & print name:  Teresa Marchi

Name of Employee/Stakeholder attending meeting: Teresa Marchi / Jennifer White

Relevant Departments: Treasurer

Date submitted: June 9, 2021

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

Item Summary for Tax Title – Online Sales/PubSurplus

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

Revised: 3-04-2019

PUBLIC HEARING
NOTICE OF CALL FOR PUBLIC HEARING
CLALLAM COUNTY TAX TITLE PROPERTY SALE

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on: Tuesday, July 6, 2021 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the sale of Clallam County tax title property by public auction through electronic media (on-line). Property information will be available electronically at <http://www.clallam.net/Taxes/taxtitlesales.html>. Physical copies will be located on the desk outside the Treasurer's office door.

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

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

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

FORMAL IDENTIFICATION: On-Line Auction for Tax Title Property

THE BOARD OF COUNTY COMMISSIONERS finds as follows:

1. Clallam County is in possession of tax title properties that may be sold by way of tax title auction to be conducted through electronic media (on-line).
2. Opening bid amounts will begin at no-less than the total lien amount owed on the parcel(s), actual amounts will be posted and published prior to sale.
3. Properties determined to be in close geographic location and proximity that proposes the greatest beneficial interest to the seller and buyer may be grouped together and sold as one listing.
4. The Treasurer reserves the right to omit any property from any sale without notice, should additional information become available that serves the best interest of Clallam County.

The Clallam County Treasurer supports the sale of tax title property as the proceeds from sales will be applied to discharge the lien for general taxes and foreclosure costs. The parcel will be placed back on the tax rolls at an approximate fair market value which will increase tax revenues for the County and Junior Taxing Districts.

5. In accordance with RCW 36.35.120, "Real property acquired by any county of this State by foreclosure of delinquent taxes may be sold by order of the County legislative

authority when in the judgment of the County legislative authority it is deemed in the best interest of the County to sell the real property.”

6. Additionally, RCW 36.16.145 allows for disposal of County surplus property by means of public auction sale through electronic media.
7. RCW 36.34.040 calls for the Board of Commissioners to conduct a public hearing upon a proposal to dispose of the County property at the day and hour fixed in the notice at its usual place of business and admit evidence offered for and against the property and advisability of the proposed action. Any taxpayer in person or by counsel may submit an argument, but the Board of Commissioners may limit the number to three per side.

Public Hearing shall be set for:

Tuesday, July 6, 2021 at 10:30am

Commissioners' Meeting Room of the Clallam County Courthouse
223 East 4th Street, Room 160
Port Angeles, Washington 98362

Publish: June 25, 2021
July 1, 2021

Bill: Treasurer

Loni Gores, CMC, Clerk of the Board



RESOLUTION _____, 2021

AUTHORIZING SALE OF COUNTY TAX TITLE PROPERTY BY WAY OF ELECTRONIC
MEDIA & SETTING TERMS OF SALE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Clallam County is in possession of tax title properties that may be sold by way of tax title auction to be conducted through electronic media.
2. Opening bid amounts will begin at no-less than the total lien amount owed on the parcel(s) and are posted as follows:
 - a. Parcel 0430264101000000 & Parcel 0430265305500000 - \$1,500
 - b. Parcel 0431352509900000 - \$500
 - c. Parcel 0530081308000000 - \$500
 - d. Parcel 0530085009500000 - \$500
 - e. Parcel 0630000125020000 - \$800
 - f. Parcel 0630000140050000 - \$500
 - g. Parcel 0630001049100000 - \$500
 - h. Parcel 1430161100000000 - \$1,800
3. Properties determined to be in close geographic location and proximity that proposes the greatest beneficial interest to the seller and buyer may be grouped together and sold as one listing as deemed appropriate by the Treasurer.
4. The Treasurer reserves the right to omit any property from any sale without notice, should additional information become available that serves the best interest of Clallam County.
5. On June 22, 2021, the BOCC issued a Call for Hearing; and on July 6, 2021 the BOCC conducted a Call for Hearing to "admit evidence offered for and against the property and advisability of the proposed action" pursuant to the provisions of RCW 36.34.040.
6. The BOCC finds that it is in the best interest of the County to sell the surplus tax title properties through public auction by way of electronic media (on-line).

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

1. The County Treasurer will conduct an On-Line Public Auction in accordance with RCW 36.35.120 and RCW 36.16.145 Public Auction Sale by Electronic Media; for the purpose of selling the properties listed on the Treasurer's document "Tax Title Properties" may be sold through On-Line Public Auction scheduled to open July 16, 2021 at 10:00am and closing July 26, 2021 at 12:00pm noon; and relisted as necessary to best attempt to sell all properties held in Tax Title.

PASSED AND ADOPTED this _____ day of _____ 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

TAX TITLE PROPERTIES

2021

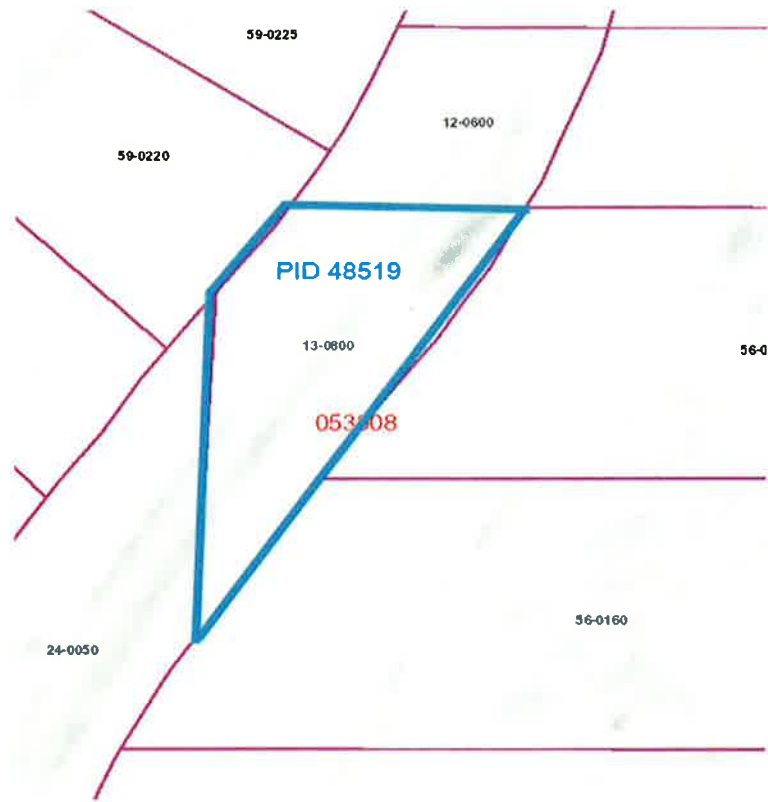
	GEO ID	PID	SITUS	ABBREVIATED LEGAL	Delinq Tax Amount	Foreclosure Fees	Total Lien	Last Assessed Value	Last Yr Assessed	Opening Bid
A	0430264101000000	42466	DUNGENESS MEADOWS	TX #6324 NESE .14A	\$120.84	\$330.00	\$450.84	\$1,920.00	1998	\$1,500.00
	0430265305500000	42628	DUNGENESS MEADOWS	DUNGENESS MEADOWS TWO LT 11 BL D	\$574.88	\$330.00	\$904.88	\$15,000.00	1998	
B	0431352509900000	45074	E ANDERSON RD	TX#766 EXC EASE&EXC RW&EXC TX #S .15A THORNTON DC	\$16.89	\$300.00	\$316.89	\$1,500.00	2021	\$500.00
C	0530081308000000	48519		R/W IN SWNE .41A	\$85.66	\$290.00	\$375.66	\$240.00	2020	\$500.00
D	0530085009500000	48647	CEDAR PRK DR	RAILWAY ADDITION N24' BL 9 EXC R/W + EXC EASE			\$298.25	\$500.00	2021	\$500.00
E	0630000125020000	56797		R/W IN BL 125 1.29A			\$769.45	\$1,000.00	2020	\$800.00
F	0630000140050000	56915		PARTS OF LTS 1-14 BL 140	\$156.05	\$290.00	\$446.05	\$2,200.00	1997	\$500.00
G	0630001049100000	60914	WESTVIEW DR	N 5' OF S330' OF E2W2 SUB LT49			\$241.73	\$500.00	2021	\$500.00
H	1430161100000000	10276		SHLDS ABTG LT9 1.83A				\$2,000.00	2021	\$1,800.00



GEO ID	PID	SITUS	ABBREVIATED LEGAL	Delinq Tax Amount	Foreclosure Fees	Total Lien	Last Assessed Value	Last Yr Assessed	Opening Bid
0430264101000000	42466	DUNGENESS MEADOWS	TX #6324 NESE .14A	\$120.84	\$330.00	\$450.84	\$1,920.00	1998	\$ 1,500.00
0430265305500000	42628	DUNGENESS MEADOWS	DUNGENESS MEADOWS TWO LT 11 BL D	\$574.88	\$330.00	\$904.88	\$15,000.00	1998	



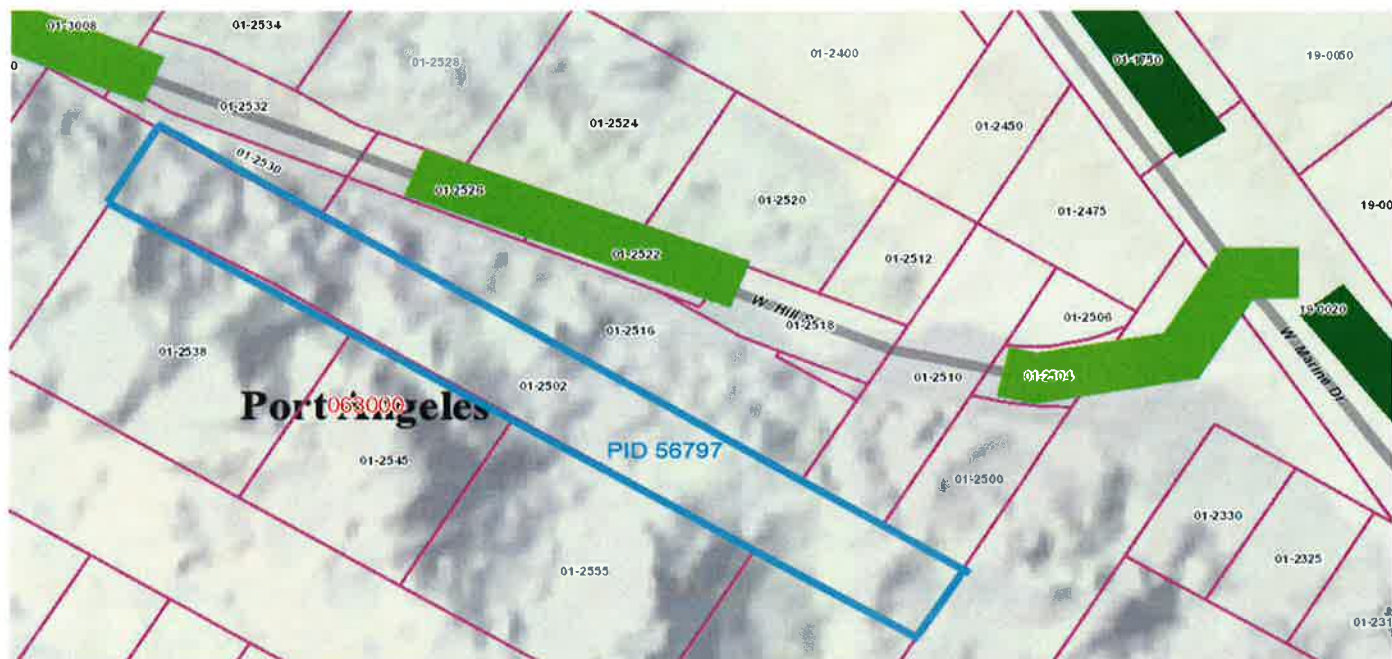
GEO ID	PID	SITUS	ABBREVIATED LEGAL	Delinq Tax Amount	Foreclosure Fees	Total Lien	Last Assessed Value	Last Yr Assessed	Opening Bid
0431352509900000	45074	E ANDERSON RD	TX#766 EXC EASE&EXC R/W&EXC TX #S 15A THORNTON DC	\$16.89	\$300.00	\$316.89	\$1,500.00	2021	\$ 500.00



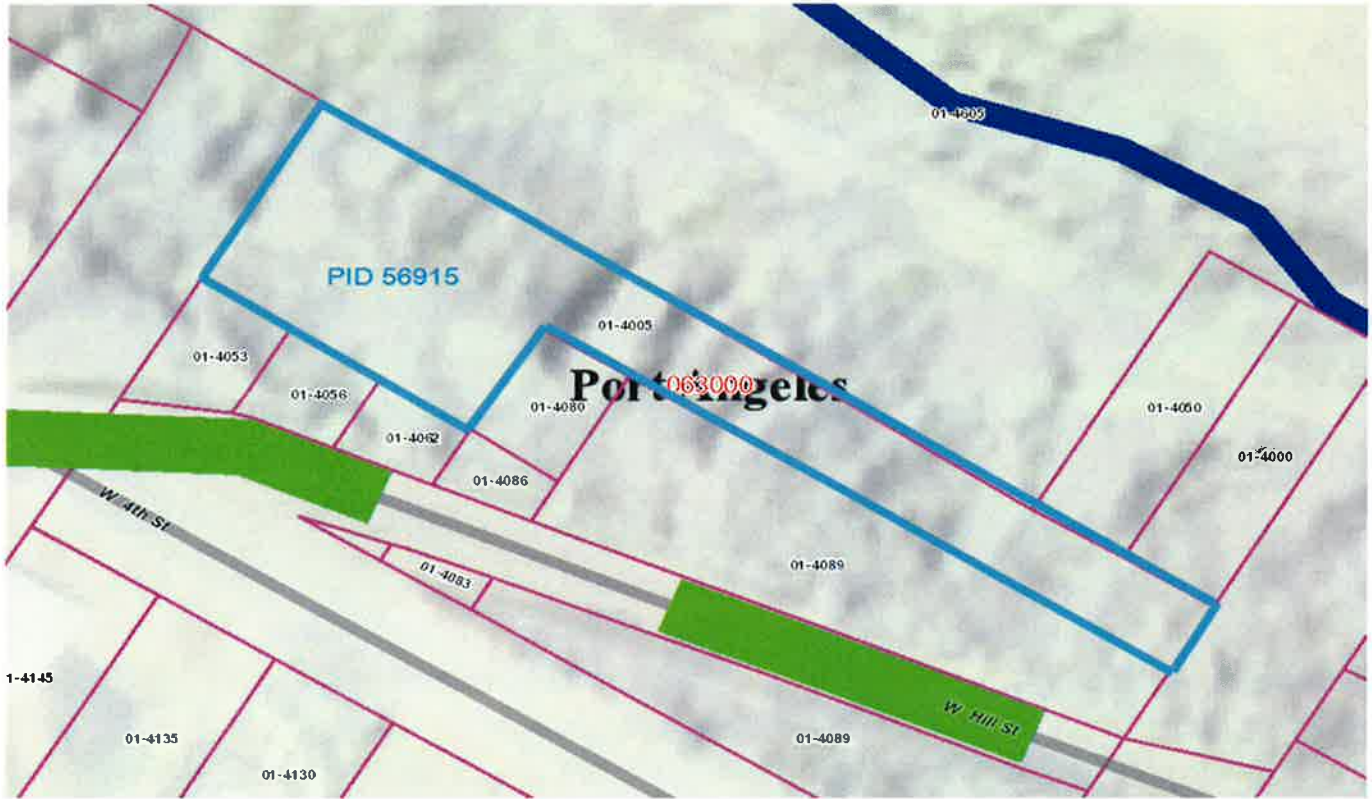
GEO ID	PID	SITUS	ABBREVIATED LEGAL	Delinq Tax Amount	Foreclosure Fees	Total Lien	Last Assessed Value	Last Yr Assessed	Opening Bid
0530081308000000	48519	N/A	R/W IN SWNE .41A	\$85.66	\$290.00	\$375.66	\$240.00	2020	\$ 500.00



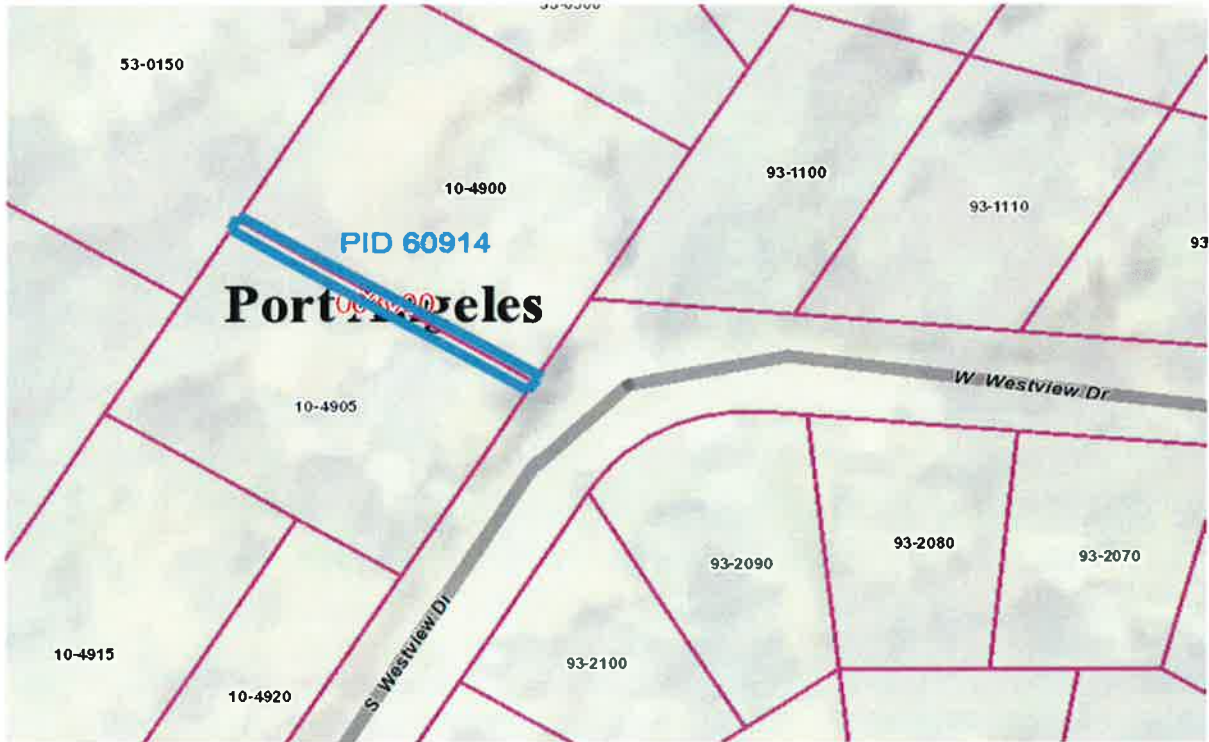
GEO ID	PID	SITUS	ABBREVIATED LEGAL	Delinq Tax Amount	Foreclosure Fees	Total Lien	Last Assessed Value	Last Yr Assessed	Opening Bid
0530085009500000	48647	CEDAR PRK DR	RAILWAY ADDITION N24' BL 9 EXC RIW + EXC EASE			\$298.25	\$500.00	2021	\$ 500.00



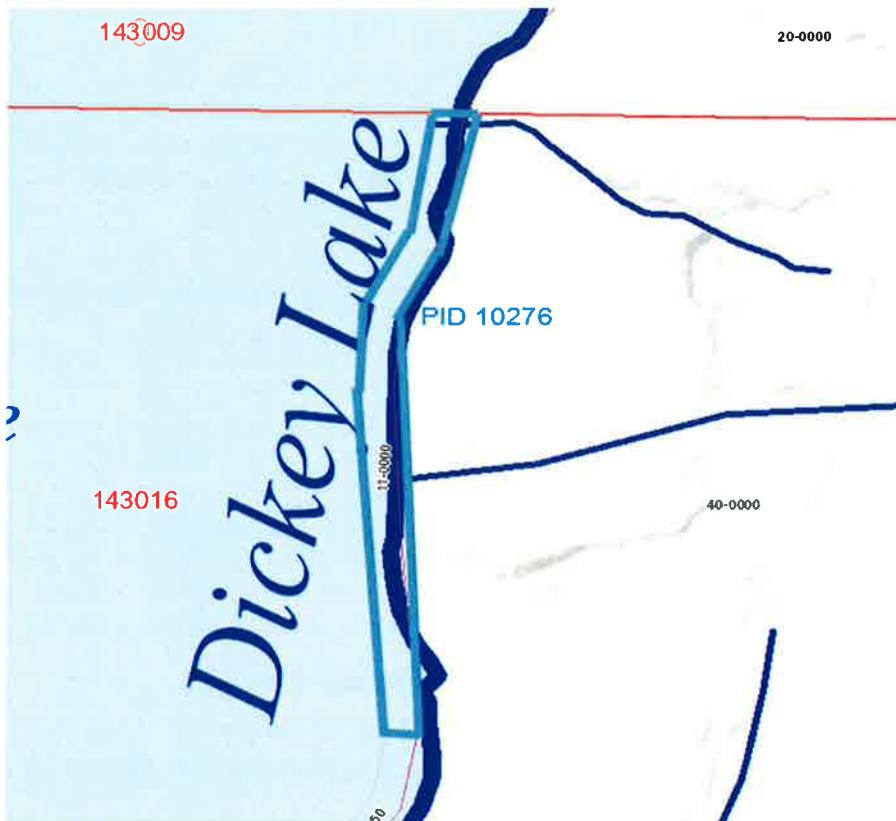
GEO ID	PID	SITUS	ABBREVIATED LEGAL	Delinq Tax Amount	Foreclosure Fees	Total Lien	Last Assessed Value	Last Yr Assessed	Opening Bid
063000012502000	56797		R/W IN BL 125 1.29A			\$769.45	\$1,000.00	2020	\$ 800.00



GEO ID	PID	SITUS	ABBREVIATED LEGAL	Delinq Tax Amount	Foreclosure Fees	Total Lien	Last Assessed Value	Last Yr Assessed	Opening Bid
0630000140050000	56915		PARTS OF LTS 1-14 BL 140	\$156.05	290	446.05	\$2,200.00	1997	\$ 500.00



GEO ID	PID	SITUS	ABBREVIATED LEGAL	Delinq Tax Amount	Foreclosure Fees	Total Lien	Last Assessed Value	Last Yr Assessed	Opening Bid
0630001049100000	60914	WESTVIEW DR	N 5' OF S330' OF E2W2 SUB LT49			\$241.73	\$500.00	2021	\$ 500.00



GEO ID	PID	SITUS	ABBREVIATED LEGAL	Delinq Tax Amount	Foreclosure Fees	Total Lien	Last Assessed Value	Last Yr Assessed	Opening Bid
1430161100000000	10276	N/A	SHLDS ABTG LT9 1.83A	Unknown (1927)	Unknown	Unknown	\$2,000.00	Unknown	\$ 2,000.00



AGENDA ITEM SUMMARY

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

4
6/15/21

Department: DCD

WORK SESSION ☒ Meeting Date: 6/14/2021

REGULAR AGENDA ☒ Meeting Date: 6/22/2021

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334-19.006-2 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This Amendment extends the end date of Ecology grant #WQNEP-2019-CICoCD Stormwater Management & Regulations/Outreach that was set to expire on June 1, 2021 between Clallam County and Department of Ecology to January 31, 2022. DOE authorized the extension and requires signature on the amendment.

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

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

Sign amendment to change end date of the grant.

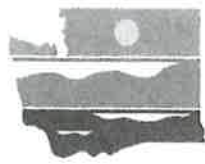
County Official signature & print name: Mary Beth Clark

Name of Employee/Stakeholder attending meeting: Donella Clark

Relevant Departments: DCD

Date submitted: 6/9/2021

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



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO. 2
TO AGREEMENT NO. WQNEP-2019-CICoCD-00022
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
Clallam County

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County (RECIPIENT) for the Clallam County Stormwater Management Plan, Regulations, and Outreach (PROJECT).

The purpose of this amendment is to extend the project end date from 06/01/2021 to 01/31/2022. The RECIPIENT has experienced delays due to staffing changes. This amendment will allow additional time to complete the project and ensure appropriate advisory team review.

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

Expiration Date:

Original: 06/01/2021 Amended: 01/31/2022

CHANGES TO THE BUDGET

Funding Distribution EG190456

Funding Title: NEP Stormwater Strategic Initiative

Funding Type: Grant

Funding Effective Date: 05/01/2019

Funding Expiration Date: 01/31/2022

Funding Source:

Title: Puget Sound Action Agenda-Implementation Strategies and Actions for Vital Sign Recovery Assistance

Fund:

Type: Federal

Funding Source %: 100%

Description: Stormwater Strategic Initiative

Federal Awarding Agency: U.S. Environmental Protection Agency
 Federal Awarding Agency Contact: Michael Rylko
 Federal Awarding Agency Phone: 206-553-4014
 Federal Awarding Agency Email: rylko.michael@epa.gov
 Federal Awarding Agency Address: 1200 Sixth Avenue, Suite 900, OWW-193 Seattle, WA 98101

CFDA Catalog Name: Puget Sound Action Agenda: Technical Investigations and

CFDA Number: 66.123
 FAIN: 01J18101
 Research Grant: No
 Federal Award Date: 6/1/2016
 Total Federal Award Amount: \$66,000,000.00
 Federal Funds Obligated To Recipient: \$100,000.00

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 29.35%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

NEP Stormwater Strategic Initiative	Task Total
Project Development	\$ 2,000.00
Project Administration and Development	\$ 7,000.00
Hiring a Consultant	\$ 2,000.00
Stormwater Stakeholder Work Group	\$ 6,560.00
Update Stormwater Documents and Develop Ordinances	\$ 65,000.00
Adoption of Stormwater Ordinances and Manuals	\$ 7,440.00
Outreach, Education and Training for Public/Staff	\$ 10,000.00

Total: \$ 100,000.00

CHANGES TO SCOPE OF WORK

Task Number: 1 Task Cost: \$2,000.00

Task Title: Project Development

Task Description:

This task must be completed before initiating any other work under this subaward. Work completed on other tasks prior to completion of Task 1 may be ineligible for reimbursement.

1.1 DETAILED PROJECT PLAN (DPP)

The RECIPIENT will prepare a detailed project outline and timeline to describe project expectations and outcomes. The detailed project plan will also identify how the objectives of the project will be evaluated, including quantifiable performance measures and targets. As part of developing the detailed project plan, the RECIPIENT will meet with their Stormwater SI Grant Program Representative to discuss the project goals, tasks, timeline, and shared workload. Stormwater SI staff will have the opportunity to provide input on the plan and establish mutual expectations.

The RECIPIENT should provide relevant spatial data for their project and this should be identified in the detailed project plan. The RECIPIENT should consult with Stormwater SI staff and spatial analysts where appropriate to determine the spatial data, associated metadata, and data storage location that are relevant for the project. Project coordinates (latitude, longitude) should be submitted in decimal degrees.

1.2 QUALITY ASSURANCE PROJECT PLAN (QAPP) DEVELOPMENT

Per EPA subaward terms and conditions, the RECIPIENT must submit a Quality Assurance Project Plan (QAPP) or QAPP waiver to the Washington State Department of Ecology's National Estuary Program Quality Assurance Coordinator (NEP QC) using EPA's NEP guidance for QAPPs. See <http://www.ecy.wa.gov/programs/eap/qa/docs/NEPQAPP/index.html>. If a QAPP is required, the RECIPIENT will work with the NEP QC to develop and approve the QAPP.

Work related to collecting environmental data may not begin until the QAPP or waivers are completed and approved. The detailed project plan (Task 1.1) may be appended to the QAPP waiver form in lieu of completing page 2.

1.3 EFFECTIVENESS CONSULTATION

The RECIPIENT will consult via telephone once a year with the Puget Sound Partnership (PSP) effectiveness team regarding project metrics being tracked (30 minutes). PSP effectiveness team will then provide an analysis approach for the NTA, about a paragraph per project, and will provide results of the effectiveness analysis to the Stormwater Strategic Initiative Advisory Team. The Stormwater SI grant program representative will send an email to put the RECIPIENT in contact with the PSP effectiveness team.

Task Goal Statement:

The RECIPIENT will develop a plan for project implementation and monitoring (if required) to support the successful completion of the PROJECT. As well as maintain communication with PSP to ensure project quality and relevance to the Strategic Initiative Goals.

Task Expected Outcome:

The RECIPIENT will produce and submit to ECOLOGY a DPP, QAPP waiver, and a QAPP (if required) prior to commencement of the PROJECT or monitoring efforts.

Deliverables

Number	Description	Due Date
1.1	Detailed project plan (DPP) and timeline uploaded to EAGL.	
1.2	QAPP Waiver Determination Form submitted to NEP QC and uploaded to EAGL. If QAPP is required, submit to QC, and once approved by NEP QC upload to EAGL.	
1.3	Effectiveness consultation, one per year for a 30min phone conversation directly with PSP.	

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$7,000.00

Task Title: Project Administration and Development

Task Description:

This task describes the data collection and reporting requirements associated with this subaward.

2.1 PROJECT FACTSHEET

The RECIPIENT will create a project factsheet and submit with the first quarterly progress report. These will be made publicly available.

2.2 QUARTERLY PROGRESS REPORTS AND PAYMENT REQUESTS (PRPR)

The RECIPIENT will upload all quarterly PRPR to EAGL. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to:

- * A description of the work completed in the reporting period, including total spending by the project sponsor and any partners and any completed deliverables.
- * The status and completion date for the project activities and near-term deliverables.
- * Description of any problem or circumstances affecting the completion date, scope of work, or costs.
- * Evidence of satisfactory completion of all the reporting requirements relevant to the reporting period.

First Reporting Period (January 1–March 31) due by April 15; Second Reporting Period (April 1–June 30) due by July 15; Third Reporting Period (July 1–September 30) due by October 15; Fourth Reporting Period (October 1–December 31) due by January 15.

Requirements:

2.2.1 EPA FEATS REPORTING

Complete semi-annual FEATS progress reports, and a final FEATS report. The final FEATS report, reflecting the final project billing, will be provided by the RECIPIENT during project closeout, within 60 days of the expiration of the grant, and will describe the entire project, highlighting project outcomes, and discussing lessons learned. FEATS Reporting Periods: April 1–September 30, due by October 15; October 1–March 31, due by April 1. Draft final FEATS report to be defined in DPP.

2.2.2 PUGET SOUND PARTNERSHIP NTA REPORTING

NTA owners are required to report:

- * Implementation status of their actions on semiannual basis (spring & fall)
- * Financial status of their actions on an annual basis (summer)

2.2.3 STORAGE AND RETRIEVAL AND WATER QUALITY EXCHANGER (STORET) DATA REPORTING (IF NEEDED)

STORET refers to an electronic data system for water quality monitoring data developed by EPA. If the RECIPIENT collects any physical, chemical, or environmental data (e.g. dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or Enterococci, and other biological and habitat data), then STORET reporting is required. Data for an entire calendar year (Jan 1–Dec 31) submitted annually. To assist in STORET tracking, name your project as follows: NEP_2016_ (organization name); the unique project ID needs to be 35 characters max. More information about WQX, WQX web, and the STORET warehouse, including tutorials, can be found at EPA website.

Alternatively, the RECIPIENT can comply with this requirement by submitting project data formatted for entry into Ecology's Environmental Information Management (EIM) system, and Ecology will be responsible for the subsequent transfer of the data to STORET.

2.3 FINAL PROJECT REPORT

A final report will be written by the RECIPIENT describing the methods, results, lessons learned and recommendations for future work. The final report evaluates the success of achieving the performance measures identified in the detailed project plan. Included with the final project report will be an updated Project Factsheet.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, EAGL closeout report, FEATS reports, PSP NTA reports, STORET reports (if needed) and final project report.
- * Properly maintained project documentation

Deliverables

Number	Description	Due Date
2.1	Complete Project Factsheet (template provided), submitted directly to ECOLOGY Project Manager (PM).	
2.2	Quarterly Progress Reports and Invoicing submitted to EAGL. FEATS, PSP NTA and STORET reporting coordinate submittal with ECOLOGY PM.	
2.3	Submit Final Project Report including Final FEATS and updated factsheet.	

CHANGES TO SCOPE OF WORK

Task Number: 3 Task Cost: \$2,000.00

Task Title: Hiring a Consultant

Task Description:

This task describes the steps in hiring a stormwater consultant to provide the extra capacity and experience that the RECIPIENT needs to implement updated stormwater management for Clallam County.

3.1 DEVELOP RFP

The RECIPIENT will develop and advertise an RFP to hire an engineering consultant firm with stormwater engineering, code, planning, policy, and outreach skills to assist with activities.

3.2 CHOOSING AND CONTRACTING THE SELECTED CONSULTANT

The RECIPIENT will evaluate proposals and interview perspective consulting firms. There will be a committee process to select the consulting firm. The RECIPIENT will enter into a contract with the consulting firm after presentation to the Board of County Commissioners.

Task Goal Statement:

To hire an engineering consulting firm with stormwater engineering, code, planning, policy, and outreach skills to provide additional capacity and expertise needed to develop and adopt stormwater regulations, an updated Comprehensive Stormwater Management Manual, newer Ecology Western Stormwater Manual, and Small Project Drainage Manual for residential and small commercial development; the outreach and education needed for understanding and adoption of stormwater ordinances and manuals; and development of forms and checklists for staff to implement.

Task Expected Outcome:

To produce an RFP with Ecology assistance to hire a an engineering consultant firm with stormwater engineering, code, planning, policy, and outreach skills to assist with activities. The expected outcome will be a selected engineering firm to assist with this stormwater project and a contract with that engineering firm.

Deliverables

Number	Description	Due Date
3.1	A developed and advertised RFP for engineering consulting services, upload to EAGL.	
3.2	Upload the selected engineering firm contract to EAGL.	

CHANGES TO SCOPE OF WORK

Task Number: 4 **Task Cost: \$6,560.00**

Task Title: Stormwater Stakeholder Work Group

Task Description:

The RECIPIENT will identify and recruit local and state stakeholders for a Stormwater Work Group that will meet 3 times and provide input for a stormwater strategy and ordinances and will consider climate change and the latest Ecology SWMMWW. The RECIPIENT will identify stakeholder participants that have broad experience in stormwater management, engineering, development, conservation, and climate change. The likely mix of the stakeholder workgroup will consist of local and state partners such as cities of Sequim, Port Angeles, Forks; Jamestown S’Klallam, Elwha, Quileute, and Makah tribes; state DOE, F&W, DNR, DOT, and PSP; and local environmental, citizen, building, engineering, excavation septic installer, landscaping, forestry groups, PUD, Conservation District, Protect the Peninsula’s Future, North Olympic Land Trust, North Olympic Peninsula Lead Entity, League of Women Voters, BuiltGreen, Olympic Climate Action, and Olympic Environmental Council.

Task Goal Statement:

The RECIPIENT will develop a work group with local, state, tribes, engineers, environmental, and local development and development assistance groups to obtain input for a stormwater strategy and ordinances. Additionally the goal is that the members of the work group would provide support for updated stormwater management, especially support in public meetings and hearings on the proposed stormwater management documents and regulations.

Task Expected Outcome:

The RECIPIENT will hold up to 3 meetings with the stakeholder work group to obtain input for a stormwater strategy and ordinances and will consider climate change and the latest Ecology SWMMWW. Notes, agendas, and handouts from the meetings will be uploaded to EAGL.

Deliverables

Number	Description	Due Date
4.1	3 Stakeholder Work Group meetings held, upload notes, participant sign-in sheets and agendas to EAGL	

CHANGES TO SCOPE OF WORK

Task Number: 5 **Task Cost: \$65,000.00**

Task Title: Update Stormwater Documents and Develop Ordinances

Task Description:

This task describes the main activities for developing updated stormwater management.

5.1 UPDATE THE STORMWATER MANAGEMENT PLAN AND THE SMALL PROJECT DRAINAGE MANUAL

The RECIPIENT will update the draft Stormwater Management Plan and Program and Small Project Drainage Manual for Residential Development.

5.2 STORMWATER ORDINANCES

The RECIPIENT will generate stormwater ordinances dealing with clearing & grading; illicit discharge; and residential, and commercial, and industrial development for urban and rural areas including amendments to landscaping, impervious surface coverage, and critical areas sections to the Clallam County Code.

Task Goal Statement:

The RECIPIENT with consultant assistance will develop an updated Comprehensive Stormwater Management Plan and Program, Small Project Drainage Manual for Residential Development, and stormwater ordinances.

Task Expected Outcome:

By the end of this task, the RECIPIENT with consultant assistance will have a draft, updated Comprehensive Stormwater Management Plan and Program, Small Project Drainage Manual for Residential Development, and draft stormwater ordinances. The stormwater ordinances will deal with clearing & grading; illicit discharge; and residential, and commercial, and industrial development for urban and rural areas including amendments to landscaping, impervious surface coverage, and critical areas sections to the Clallam County Code. These proposed documents will be uploaded to EAGL.

Deliverables

Number	Description	Due Date
5.1	Updated SWMP and SPDM. The documents will be uploaded to EAGL for review.	
5.2	Stormwater ordinances. The documents will be uploaded to EAGL for review.	

CHANGES TO SCOPE OF WORK

Task Number: 6 Task Cost: \$7,440.00

Task Title: Adoption of Stormwater Ordinances and Manuals

Task Description:

This task is to provide the public, Planning Commission, and Board of County Commissioners the opportunity to review, evaluate, and comment on proposed new stormwater plans, manuals, and ordinances with the goal of adoption of some form of the new stormwater plans, manuals, and ordinances .

6.1 PUBLIC MEETINGS

The RECIPIENT will hold at least one meeting to inform the public of new stormwater plans, manuals, and ordinances. Additionally have a public process with at least one meeting and hearing each before both the Planning Commission and Board

of County Commissioners to adopt stormwater plans, manuals, and ordinances. Any presentations, agendas, materials will be uploaded to EAGL prior to events for ECOLOGY review.

Task Goal Statement:

The RECIPIENT will develop materials for a public process with the goal of having the Board of County Commissioners adopt some form of the new stormwater plans, manuals and stormwater ordinances.

Task Expected Outcome:

The RECIPIENT expects that by holding meetings and hearings with the public, Planning Commission, and Board of County Commissioners that some form of the proposed stormwater regulations, Comprehensive Stormwater Management Plan, Small Project Drainage Manual, and more recent Ecology Western Stormwater Manuals will be adopted. The RECIPIENT will upload the final adopted stormwater documents to EAGL.

Deliverables

Number	Description	Due Date
6.1	Public meetings concerning adoption of stormwater strategy, manuals, and ordinances: 1 public open house, 2 Planning Commission meetings/hearings, and 2 Board of County Commissioner meetings/hearings). Upload presentations, agendas, and other materials to EAGL prior to events for ECOLOGY review. Upload sign-in sheets of meeting attendance to EAGL.	

CHANGES TO SCOPE OF WORK

Task Number: 7 Task Cost: \$10,000.00

Task Title: Outreach, Education and Training for Public/Staff

Task Description:

This task describes the outreach and education to be conducted for the public, local engineers, and staff.

7.1 PUBLIC OUTREACH AND EDUCATION

The RECIPIENT will conduct public outreach and education on stormwater, stormwater management, and new stormwater regulations. The outreach and education will include at least 2 workshops with handouts and an updated website, that will be sent to ECOLOGY for REVIEW before distribution.

7.2 INDUSTRY TRAINING

The RECIPIENT will conduct at least 2 staff and industry training for understanding and implementation of County stormwater strategy, Stormwater Management Plan and Manual, Small Project Drainage Manual, and changes to development regulations. Training will consist of workshops and handouts. Staff training will also include checklists and forms to aid staff in assisting the

public with their stormwater projects. All materials used for training purposes will be sent to ECOLOGY for REVIEW before distribution.

Task Goal Statement:

The RECIPIENT will conduct outreach and education on stormwater, importance of stormwater management, and the newly adopted stormwater regulations, Stormwater Management Plan and Manual, Small Project Drainage Manual, and changes to development regulations to inform the public, local engineers, and County staff of the changes and to more efficiently support the transition to more updated and vigorous stormwater management.

Task Expected Outcome:

The RECIPIENT will produce and submit to Ecology the handouts and website material for the public, local engineer, and staff workshops. The RECIPIENT will also produce and submit to Ecology the checklists and forms that will be used to aid staff in assisting the public with their stormwater projects. The expected outcome is an informed and willing public, local engineers, and staff to use efficiently the new stormwater regulations and updated stormwater management for development and redevelopment of projects.

Deliverables

Number	Description	Due Date
7.1	Upload workshop materials, presentations, agendas, participant sign-in sheets and handouts of at least 2 public meetings to EAGL for ECOLOGY review.	
7.2	Upload training materials, agendas, handouts and participant sign-in sheets used in at least 2 staff and local engineers trainings to EAGL for ECOLOGY review.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
NEP Stormwater Strategic Initiative	0 %	\$ 0.00	\$ 100,000.00	\$ 100,000.00
Total		\$ 0.00	\$ 100,000.00	\$ 100,000.00

SPECIAL TERMS AND CONDITIONS:

NEP EPA Administrative Conditions

1. EPA General Terms and Conditions

The RECIPIENT agrees to comply with the current EPA general terms and conditions. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

2. EPA General Terms and Conditions - Consultant Cap - Additional Information

In addition to the EPA General Terms and Conditions #6 "Consultant Cap", as of August 2 January 1, 2018, the limit is \$629.42 per day \$78.6778.68 per hour.

NOTE: For future years' limits, the RECIPIENT may find the annual salary for Level IV of the Executive Schedule on the following Internet site:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/executive-senior-level>.
<http://www.opm.gov/oca>.
Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

3. EPA General Terms and Conditions – Cybersecurity

The RECIPIENT agrees to comply with the current EPA general terms and conditions "Cybersecurity". The terms and conditions can be found on the EPA Grants Terms and Conditions Website.

For STATE: http://www2.epa.gov/sites/production/files/2015-07/documents/state_grant_cyber_security_condition.pdf.

For TRIBE: http://www2.epa.gov/sites/production/files/2015-07/documents/tribal_grant_cyber_security_condition.pdf.

For Other Recipients:

http://www2.epa.gov/sites/production/files/2015-07/documents/cyber_security_grant_condition_for_other_recipients.pdf.

4. EPA General Terms and Conditions - Indirect Costs for States and Tribal

The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this award.

In addition to the EPA General Terms and Conditions "Indirect Cost Rate Agreements", if the RECIPIENT does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

For State Agencies

The RECIPIENT must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state RECIPIENT must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

Regular Mail
Financial Analysis and Rate Negotiation Service Center
Office of Acquisition Management
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3802R
Washington, DC 20460

Mail Courier (e.g. FedEx, UPS, etc.)
Financial Analysis and Rate Negotiation Service Center
Office of Acquisition Management
US Environmental Protection Agency
1300 Pennsylvania Avenue, NW, 6th floor
Bid and Proposal Room Number 61107
Washington, DC 20004

For Indian Tribe

If the RECIPIENT does not have a previously established indirect cost rate, the RECIPIENT must submit their indirect cost rate proposals to:

National Business Center
Indirect Cost Services
U.S. Department of the Interior
2180 Harvard Street, Suite 430
Sacramento, CA 95815-3317

The RECIPIENT agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

5. Utilization of small, minority and women's business enterprises (MBE/WBE)

Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement. Six Good Faith Efforts, 40 CFR, Part 33, Subpart C.

The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally

available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections. The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement. "The Contractor will not discriminate on the basis of race, color, sex, or national origin, in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

NEP EPA Programmatic Conditions

The RECIPIENT and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document.

Puget Sound Scientific Studies and Technical Investigations Assistance Program

Programmatic Terms and Conditions

1. Semi-Annual Performance Reports

The RECIPIENT shall submit performance reports every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. Reports shall be submitted to the EPA Project Officer and may be provided electronically.

In accordance with 2 CFR 200.328, as appropriate, the RECIPIENT agrees to submit performance reports that include brief information on each of the following areas:

- (a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- (b) The reasons why established goals were not met, if appropriate;
- (c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the RECIPIENT shall immediately notify the EPA Project Officer of developments that have a significant impact on the award-supported activities. As appropriate, the RECIPIENT agrees to inform the EPA Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

The RECIPIENT will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS). Reports are due 30 calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted to the EPA Project Officer on the FEATS form provided by the Project Officer and shall be submitted by electronic mail. The RECIPIENT agrees to submit performance reports that include brief information on each of the following areas:

- (a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- (b) The reasons for slippages if established outputs/outcomes were not met;
- (c) Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

2. Program Income - Addition

If program income is generated, the RECIPIENT is required to account for program income related to this project. Program income earned during the project period shall be retained by the RECIPIENT and shall be added to funds committed to the project by EPA and the RECIPIENT, and shall be used to further eligible project objectives.

3. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (RECIPIENT). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

4. Annual Conferences

The RECIPIENT may attend one or more appropriate conferences each year, which may be within the Puget Sound region. The specific conferences will be determined in consultation with the EPA Project Officer. The purpose of this requirement is to provide RECIPIENTS with opportunities to learn about and benefit from other relevant initiatives and programs that relate to the funded work; to exchange information about their funded work with organizations that may benefit from their experience; and generally to raise awareness within the Puget Sound, Salish Sea, and large aquatic ecosystem protection and restoration communities of the funded work. Example of potentially relevant conferences include, but are not limited to, the biennial Puget Sound-Georgia Basin Ecosystem Conference (<http://depts.washington.edu/uwconf/psgb/>); and local or regional meetings of Tribal, professional, scientific, or other relevant associations. Specific conferences will depend on the nature of the work proposed. Recipient will be allowed to use award funds to pay for travel and lodging. Recipient should include anticipated costs for attending conferences in their proposed budget.

5. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

6. Competency of Organizations Generating and/or Using Environmental Measurement Data

The RECIPIENT is responsible for any subgrantees or subrecipients. This policy is between EPA and the grantee, and it is the grantee's choice as to how the policy is carried out with any subrecipients. EPA did not include subrecipients' criteria in the policy. The burden is on the RECIPIENT of the EPA award to ensure that it has confidence in the information being provided to EPA, regardless of the source of that information. The RECIPIENT can apply the checks and balances it chooses to its subrecipients. EPA relies on its awardees to ensure that they are supplying EPA with data of the best known and documented quality that they can.

7. STORET Requirement

RECIPIENTS are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Agency's Storage and Retrieval (STORET) data warehouse using either WQX or WQX web. Water quality data appropriate for STORET include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data.

microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the WQX/STORET structure. WQX web is a web based tool to convert data into the STORET format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the STORET warehouse, including tutorials, can be found at <http://www.epa.gov/storet/wqx/>

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in STORET or some other database). Recipients are encouraged to develop a cross walk between any non-STORET database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

8. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date - April 16, 2013), or the October 28, 2013 guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

9. International Travel (Including Canada)

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your EPA Project Officer as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your EPA Project Officer listed on the front page of the Award Document.

10. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov

11. Lobbying and Litigation - Restated from Administrative Condition #1, General Terms and Conditions, Effective 10/3/2016 (#29. Lobbying and Litigation)

- a. All Recipients. i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying

Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

AUTHORIZING SIGNATURES

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

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

This amendment will be effective 05/18/2021.

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

Washington State
Department of Ecology

Clallam County

By: _____

Vincent McGowan, P.E.

Date

Water Quality

Program Manager

By: _____

Mark Ozias

Date

Commissioner

Template Approved to Form by
Attorney General's Office



AGENDA ITEM SUMMARY

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

5
6/14/21

Department:

DCD

WORK SESSION ☒ Meeting Date: 6.14.21

REGULAR AGENDA ☒ Meeting Date: 6.22.21

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334.21.002 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is a Personal Services Agreement with Aqua Terra Cultural Resources Consultants to develop and implement a cultural resources monitoring plan. The cultural resources monitoring plan is required by the Corps for construction of the lower Dungeness Floodplain Restoration Project. The monitoring plan describes the protocols for monitoring field activities during the construction and restoration phases of the project. The plan is paid for through Ecology's Floodplains by Design program.

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?** ☐ N/A

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

Please sign the agreement.

County Official signature & print name:

A handwritten signature in blue ink, appearing to read "Kathy H. Lear", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Cathy Lear

Relevant Departments: DCD, Public Works

Date submitted: 6.9.2021

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

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



PERSONAL SERVICES AGREEMENT

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

Name: Aqua Terra Cultural Resource Consultants

Address: 8525 Stoney Creek Lane SW
Olympia WA 98512

Phone N^o: 360.359.6701

(hereinafter called "Contractor").

This Agreement is comprised of:

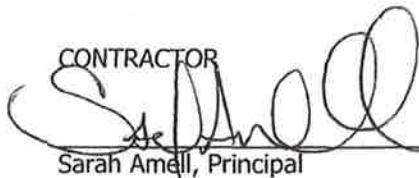
- ☒ Attachment A Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C General Conditions
- ☒ Attachment D Special Terms and Conditions
- ☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 1st day of June 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2023.

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

CONTRACTOR



Sarah Amell, Principal

Date: 6/1/21, 2021

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

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

SCOPE OF WORK

This floodplain restoration project will restore approximately 112 acres of the Lower Dungeness River floodplain by setting back the Army Corps of Engineers east bank levee (R.M. 1-2.7) in its new location. The goal is to reconnect the Dungeness River with its historic floodplain, improve habitat conditions and restore riverine processes and functions needed to support various salmon species included Dungeness Chinook. Levee setback and channel restoration in this reach provide floodplain and side-channel habitat critically needed by salmon for spawning, rearing, and migration.

It is expected that the excavation depth for the new section of the levee will be 2 feet. Excavation depth for the return channel at the north end of the project is unknown at this time. Excavation depth for drainage structures at the south end of the project is unknown at this time. Construction will be phased and is expected to begin in the summer or fall of 2021.

Archaeological Site 45CA650 was identified within the project Area of Potential Effect and extensively tested by other consultants previously. The USACE has requested cultural resource monitoring in the vicinity of the recorded archaeological site during construction.

The Environmental Protection Agency (EPA) is providing funding for the project administered by the Washington Department of Fish and Wildlife (WDFW). As such, the project must be conducted in compliance with Section 106 of the National Historic Preservation Act (NHPA). Section 106 requires federal agencies take into account the effects of their undertakings on historic properties. Relevant federal and Washington State laws also address archaeological sites and Native American burials. The Archaeological Sites and Resources Act [RCW 27.53] prohibits the disturbance of known prehistoric and historic archaeological sites on public or private lands. The Indian Graves and Records Act [RCW 27.44] prohibits the disturbance of American Indian graves and provides that inadvertent disturbance through construction or other activity requires re-interment under supervision of the appropriate Indian tribe. ATCRC will assist the property owner with complying with these various state and federal legal requirements by identifying the presence of historic resources within the Area of Potential Effects (APE) through completion of the following tasks:

Task 1: Tribal Coordination

The Jamestown S'Klallam Tribe Cultural Resource Department be notified at least one week in advance of monitoring activities, and will receive technical notification of project fieldwork dates and project activity.. The ATCRC Cultural Resource Monitor will field questions and welcome any tribal representatives who may request to be present for the on-site monitoring activity. The ATCRC Project Manager will update the Clallam County Project Manager regarding any site visitors or queries during the monitoring activity, as needed.

Assumptions:

- Cost estimate allows for ATCRC Project Manager to support Clallam County by attending one tribal consultation meeting if requested.

Task 2: Cultural Resource Monitoring Plan

A Monitoring Plan will be drafted detailing the protocol to be followed if cultural resource material is encountered during the monitoring activity. This plan will include the contact information of all concerned parties to ensure that if cultural resource material is discovered during the activity, all parties/stakeholders in the project receive immediate notification. This procedure will also detail the process to be followed in the case of discovery of human skeletal material to assist the client with complying with various state and federal

requirements protecting non-forensic human skeletal remains. ATCRC will provide this plan to Clallam County so that it may be disseminated to the USACE and tribes to ensure all stakeholders are in support of the agreed

procedure for notification and management of any cultural resource material encountered during excavation, if applicable.

Upon receipt of comment from the client, ATCRC will revise and finalize the Monitoring Plan to address specific concerns or suggested modifications. The final summary report will be suitable for submission to DAHP, the tribe(s), appropriate agencies, and other concerned parties. The report will be submitted in final form to the client, and upon the client's request, ATCRC will facilitate the submission of the final report to DAHP, the tribe(s), appropriate agencies, and concerned parties.

Assumptions:

- Cultural resource monitoring will be completed in the areas of excavation for the return channel at the north end of the project, the drainage structures at the south end of the project, and within the boundaries and buffer zone of archaeological site 45CA650.

Task 3: Cultural Resource Monitoring

The cultural resources monitoring will be completed by ATCRC archaeologists using standard, industry-accepted methods appropriate to the project area and landform. The depositional setting will be evaluated. Any previously recorded resources will be examined and updated as necessary (if applicable). All monitoring activities will be in compliance with the Department of Archaeology Survey and Inventory Standards (www.dahp.wa.gov). Newly identified cultural resources will be fully documented. Special care will be taken to determine site boundaries if archaeological resources are present. Any recovered artifacts will be documented and photographed in the field and returned to the survey location. ATCRC archaeological monitors will fill out daily monitoring logs recording the start and stop times of excavation activities and any other pertinent information related to the monitoring activity.

Assumptions:

Assumption is six weeks of monitoring for one staff.

- Cost Estimate does not include hours for recording any archaeological/historic resource site. If a historic/archaeological site/isolate is encountered during the monitoring activity the evaluation and documentation of the resource will be negotiated under a separate agreement.
- The Cost Estimate attached is an estimate. If additional hours are required for cultural resource monitoring based on unforeseen circumstances that may alter the pace of excavation, this will be negotiated as necessary. ATCRC will regularly communicate with the Clallam County Project Manager to regularly update the percentage of monitoring hours left in the contract. For the purpose of determining a monitoring budget, ATCRC will assume a Cultural Resource Monitor is needed for forty hours to complete the monitoring activity.

Task 4: Draft/Final CR Monitoring Summary Memorandum

ATCRC will prepare a draft summary letter report of their findings that includes relevant supporting evidence for findings and adheres to the DAHP's Survey and Inventory Standards. The report will provide context on pertinent land use customs and beliefs, identify any sites encountered within the project area, include photographs of the activity monitored and discuss methods used to monitor the excavation within the project area.

Upon receipt of comment from the client, ATCRC will revise and finalize the letter report to address specific concerns or suggested modifications. The final summary report will be suitable for submission to DAHP, the tribe(s), appropriate agencies and other concerned parties. Due to confidentiality requirements for archaeological site locations, distribution of the report will be restricted beyond any of the aforementioned parties if any archaeological/historic resources are identified. The report will be submitted in final form to

client, and upon the clients request ATCRC will facilitate the submission of the final report to DAHP, the tribe(s), appropriate agencies and concerned parties.

Task 5: Project Management

ATCRC will coordinate with the client to receive project materials, prepare invoicing and transmit correspondence. ATCRC will maintain project files to include necessary supporting materials as required. The Project Manager (Sarah Amell) will monitor project task performance, schedule, budget, and approve project expenses. The Project Manager will ensure that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

Assumptions:

- The ATCRC Project Manager will be available for regular phone calls and emails with the client to facilitate completion of the assignment, as necessary.

Project Materials:

The client will supply or facilitate ATCRC acquisition of the following items needed for this project:

- Preliminary and revised plan maps showing the location and extent of the project;
- Any additional descriptive information and design drawings that show the extent/depth of trenching, grading, excavation or other ground disturbance associated with the project;
- The results of any geotechnical boring or subsurface testing that may assist indevelopment of a land use/land formation history; and
- Documented permission from property owners to access the survey area.

Deliverables

The draft report deliverable PDF will be submitted to the client for review and comment. ATCRC will incorporate any comments received from the review and finalize the report before returning to the client for dissemination to the USACE, EPA, and WDFW. ATCRC will provide a final report deliverable PDF to client.

Schedule

ATCRC staff will initiate project work when notice-to-proceed confirmation and a signed agreement are received via email from the client.

Task	Consulting Staff				Labor Total	Direct Expense s	Total Price
	Project Manager	Principal Investigator	Project Arch	CR Technician II			
Task 1. Tribal Coordination	4		2		\$760		
Task 2. Cultural Resource Monitoring Plan	2	6	12		\$2,200		
Task 3. Cultural Resource Monitoring	4		20	300	\$29,560		
Task 4. Draft/Final Cultural Resource Summary Monitoring Memoranda	4	20	20	20	\$6,760		
Task 5. Project Management	12				\$1,680		
Total hours	26	26	54	320			
Aqua Terra CRC billing rates	\$140.00	\$120.00	\$ 100.00	\$ 90.00			
Subtotals	\$3,640	\$3,120	\$5,400	\$28,800	\$40,960		
Direct Expenses							
521.00 Per Diem, and Lodging 237 per day, per staff, x 30 days						\$7,110	
523.01 Computer/Faxes							
523.02 Reproductions							
523.03 Equipment Rental							
523.04 Postage and Delivery							
523.05 Travel, Auto 270 miles p/day (.575 p/mile) # of days 12.00						\$1,863	
523.07 Surveys and Reports							
523.09 Project Supplies: Archival Paper							
529.00 Other Reimbursable Expenses							
Mark up on all non-labor costs and subcontractors:							
Direct expense subtotal						\$8,973	49,923

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of FORTY NINE THOUSAND NINE HUNDRED THIRTY THREE DOLLARS (\$49,933) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify)

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

OR

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

Name/Position

Hourly Rate

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name: Cathy Lear

Title: Habitat Biologist

Address: 223 East 4th Street, Suite 5, Port Angeles, WA 98362

Telephone: 360.912.5995

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

Fax: 360.417.2443

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

- ☒ **COMMERCIAL GENERAL LIABILITY:**
- | | |
|--------------------------------|----------------------------|
| Bodily injury, including death | \$1,000,000 per occurrence |
| | \$ aggregate |
| Property damage | \$1,000,000 per occurrence |
| | \$ aggregate |
- ☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)** \$1,000,000 per occurrence
- ☒ **WORKERS COMPENSATION:** Statutory amount

- ☒ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|-------------|----------------|
| Bodily injury, liability, including death | \$1,000,000 | per occurrence |
| | \$ | aggregate |
| Property damage liability | \$1,000,000 | per occurrence |
| | \$ | aggregate |
- ☒ BUSINESS AUTOMOBILE LIABILITY: \$1,000,000 per occurrence

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

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

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

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

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

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



AGENDA ITEM SUMMARY

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

6
6/14/21

Department: DCD

WORK SESSION ☒ Meeting Date: 6.14.2021

REGULAR AGENDA ☒ Meeting Date: 6.22.2021

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Phase I of the Lower Dungeness Floodplain Restoration Project is ready to go to bid. The project will be constructed in two phases. Phase 1 of the project builds the setback levee and road realignment embankment. It includes installation of a new culvert in a tributary to Meadowbrook Creek, building a portion of the levee embankment, and building the relocated section of Towne Road.

The project is paid for with funding from Floodplains by Design and Puget Sound Acquisition and Restoration programs.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Please issue the call for bid.

County Official signature & print name: _____

Mary Beth Cluhm

Name of Employee/Stakeholder attending meeting: Cathy Lear

Relevant Departments: DCD, Public Works/Roads

Date submitted: 6.9.2021

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

Agenda Item Summary.docx
Revised: 3-04-2019

NOTICE OF INVITATION FOR BIDS

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 East Fourth Street, Room 150, Port Angeles, Washington until 10:00 a.m., Tuesday, **JULY 20TH, 2021**, at which time they will be publicly opened and read aloud for:

The work includes roadway excavation and embankment of the Lower Dungeness River Floodplain Restoration & Levee/Road Realignment – Phase 1 Earthwork.

Complete plans and specifications may be obtained from the Clallam County web site at www.clallam.net. Questions regarding this project may be directed to Dave Cline at 260.695.6885.

The sealed bids must be clearly marked on the outside of the envelope, "**LOWER DUNGENESS RIVER FLOODPLAIN RESTORATION & LEVEE/ROAD REALIGNMENT PROJECT– PHASE 1 EARTHWORK**". Address bid proposal to: Board of Clallam County Commissioners, 223 E. 4th St., Ste. 4, Port Angeles, WA 98362 or hand-deliver to 223 E. 4th St., Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will bids received by facsimile or e-mail.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070 and reserves the right to reject any and all bids and to waive informalities in the process or to accept the bid which in its estimation best serves the interests of Clallam County.

Clallam County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

The attached contract plans, these contract provisions and the Standard Specifications for the above-described project are hereby

APPROVED THIS _____ DAY OF _____, 20____.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Loni Gores, CMC, Clerk of the Board

Please Publish: Peninsula Daily News/Seattle Daily Journal
Please Bill: Clallam County Department of Community
Development

June 25, July 2, July 9, 2021



AGENDA ITEM SUMMARY

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

7
6/14/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 6-14-21

Item summary:

- | | |
|--|--|
| ☐ Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☒ Other - Discussion on next steps for final plan |

Executive summary:

Preparing for Charter Review Commission Recommendations final plan:

The Charter Review Commission forwarded five formal recommendations to the Board of County Commissioners. The County Charter indicates that the BOCC is to hold public hearings to solicit input on these recommendations before preparing a formal written response to each. The BOCC held public hearings on April 6, 12, 13, 19 and 26, 2021 on the following recommendations:

- 1) Recommendation ensuring Franchises comply with the National Environmental Protection Act. (April 6 and 12 hearing dates)
- 2) Recommendation on Legislation for Ranked-Choice Voting. (April 6 and 12 hearing dates)
- 3) Recommendation increasing monitoring of the Department of Natural Resources (DNR) management of its trust lands by hiring a Forester. (April 13, 19 and 26 hearing dates)
- 4) Recommendation to meet all housing needs by creating permanent housing (April 13, 19 and 26 hearing dates)

The purpose of today's discussion is for the BOCC to discuss the next steps for a final plan for each of the recommendations. The Department of Community Development recommendation will be discussed at a different date/time.

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

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

The purpose of today's discussion is for the BOCC to discuss the next steps for a final plan for each of the recommendations.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: February 19, 2021

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

Charter Review recommendation plan 5-3-21.docx

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

Revised: 3-04-2019



Charter Review Commission

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Phone: 360.417.2256 Fax: 360.417.2493
Clerk Email: agores@co.clallam.wa.us

Date: September 23, 2020
From: Clallam County Charter Review Commission
To: Clallam County Board of County Commissioners
Re: Consider an Ordinance Ensuring Franchises Comply with the National Environmental Protection Act (NEPA)

Request from Clallam County Charter Review Commissioner to Clallam County Commissioners to Consider an Ordinance Ensuring Franchises Comply with the National Environmental Protection Act (NEPA)

Whereas the Clallam County Charter Review commission voted on July 9, 2020, not to forward a proposed amendment to Article XII, Section 12.30 regarding Franchises to the ballot as a Charter Amendment,

Whereas the Clallam County Charter Review Commission voted on July 9, 2020 to forward a proposed amendment to Article XII, Section 12.30 to the County Commissioners for consideration as an ordinance amending the County Code regarding franchises,

Whereas the Clallam County Charter Review Commission received public input from 40 individuals in support and two opposed to EMF regulation which is the highest responses on any topic that the Charter Review Commission has received,

The Clallam County Charter Review Commission herewith sends to the Clallam County Commissioners the following proposal for consideration as an ordinance amending the County Code regarding franchises.

The BOCC shall take all required and necessary legal actions to ensure that any franchise associated with new radio frequency devices or systems operating in the micro or millimeter wave frequency range, be accompanied by a scientific study determining that such law, regulation or franchise is in compliance with the National Environmental Protection Act (NEPA) prior to the enactment or granting of any franchise.

Sue Erzen
Chair - Charter Review Commission

Tony Corrado
Commissioner - Charter Review Commission
Sponsor of Franchise Amendment



Charter Review Commission

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Phone: 360.417.2256 Fax: 360.417.2493
Clerk Email: agores@co.clallam.wa.us

Date: December 14, 2020
From: Clallam County Charter Review Commission
To: Clallam County Board of County Commissioners

Request from Clallam County Charter Review Commissioner to Clallam County Commissioners to pass a resolution calling on the state legislature to pass legislation, which would enable the County (and other jurisdictions in the state) to adopt ranked-choice voting for local elections, if they so choose.

Clallam County Charter Review Commission: Recommendation in Favor of Legislation for Ranked-Choice Voting

WHEREAS, an engaged electorate is foundational to the healthy civic life of the community; and

WHEREAS, voter turnout in our primary elections is, without exception, significantly lower than in the general election, and is not reflective of the general electorate; and

WHEREAS, reasons for voter disengagement may include: fear of wasting your vote on a candidate who is not "electable"; pressure to vote tactically for the "lesser of two evils" rather than for the candidate you actually like best; limited choices on the general election ballot; negative campaigning; feeling that your vote doesn't matter; and

WHEREAS, an alternative to our "Top Two" primary system is Ranked-Choice Voting (RCV), whereby instead of being limited to choosing just one candidate in a given race, voters are empowered to rank as many candidates as they like in order of their preference (e.g., 1st choice, 2nd choice, 3rd choice); each voter has only one vote, but can indicate their backup choices; and

WHEREAS, with RCV, voters know that if their 1st choice doesn't have enough support to win, their vote will count for their 2nd choice; if their 2nd choice is defeated, their vote will count for their 3rd choice, and so on;

WHEREAS, using RCV means that the primary and the general elections can be combined into a single, high-turnout election; and

WHEREAS, demonstrated benefits of RCV include:

- saves costs for jurisdictions by preventing costly and low-turnout primary elections;
- frees voters to choose their true favorite candidate without fear of throwing away their vote;
- encourages more candidates to run because they won't fear "splitting the vote" with other similar candidates, or being a "spoiler";
- encourages candidates to reach out to more voters and build a broad coalition of support to win;
- reduces political polarization and mudslinging, and promotes civil, issue-oriented campaigns; and

WHEREAS, more than twenty U.S. jurisdictions have adopted some version of ranked-choice voting, including Minneapolis (MN), New York City (NY), Santa Fe (NM), Memphis (TN), Oakland (CA), Payson (UT), Boulder (CO), Takoma Park (MD), Benton County (OR), and the State of Maine; and

WHEREAS, in 2007, Clallam County voters were able to consider a charter amendment that would have adopted ranked-choice voting for County elections; and

WHEREAS, today, Clallam County voters no longer have the option to consider adopting ranked-choice voting, because Washington state law presently mandates a "Top Two" primary system for all jurisdictions that effectively prohibits them from adopting RCV; and

WHEREAS, two bills currently before the Washington State Legislature, HB 1722 and SB 5708 (the "Local Options Bill") as they are presently drafted, would amend state law to give local jurisdictions the option to adopt RCV; and

WHEREAS, HB 1722 and SB 5708 are merely permissive bills which do not dictate or impose any policies upon any jurisdictions, but simply provide jurisdictions with the ability, should they choose, to adopt RCV.

THEREFORE, THE CHARTER REVIEW COMMISSION RECOMMENDS that the Clallam County Board of County Commissioners pass a resolution calling on the state legislature to pass legislation, which would enable the County (and other jurisdictions in the state) to adopt ranked-choice voting for local elections, if they so choose.

Sue Erzen
Chair - Charter Review Commission

Therese Stokan
Commissioner - Charter Review Commission
Sponsor of Choice-Ranked Voting



Charter Review Commission

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Phone: 360.417.2256 Fax: 360.417.2493
Clerk Email: agores@co.clallam.wa.us

Date: September 28, 2020
From: Clallam County Charter Review Commission
To: Clallam County Board of County Commissioners
Re: Charter Review Commission recommendation to increasing monitoring of the Department of Natural Resources (DNR) management of its trust lands by hiring a forester.

Request from Clallam County Charter Review Commission to Clallam County Commissioners to increase their monitoring of the DNR's management of its trust lands by hiring a forester.

The Department of Natural Resources (DNR) manages approximately 92,000 acres of Clallam County Trust Lands for commercial forestry with a mandate to return revenue to the county and junior taxing districts. Hiring a forester would provide County oversight and involvement in the DNR activities associated with the County's state managed trust lands.

Therefore, the Charter Review Commission recommends that Clallam County increase their monitoring of the DNR's management of its trust lands by hiring a forester.

Sue Erzen
Chair - Charter Review Commission
Commission

Joe Murray
Commissioner - Charter Review
Sponsor of Forester Amendment



Charter Review Commission

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Phone: 360.417.2256 Fax: 360.417.2493
Clerk Email: agores@co.clallam.wa.us

Date: September 16, 2020

From: Clallam County Charter Review Recommendation

To: Clallam County Board of County Commissioners

Subject: CLALLAM COUNTY CHARTER REVIEW COMMISSION
RECOMMENDATION TO MEET ALL HOUSING NEEDS BY CREATING
PERMANENT HOUSING

Whereas: The Universal Declaration of human rights, adopted by the United Nations in 1948 Article 25 states: 'Everyone has the right to a standard of living adequate for the health and well-being of self and of family, including food, clothing, housing and medical care and necessary social services.' One in 588 Americans is homeless. Washington State is one of the ten states with the highest homelessness rate. Seven percent of homeless people are veterans, but seven percent also are unaccompanied youth under 25 years of age (HUD, 2018), and

Whereas: Homelessness in Clallam County is 0.38% of the population (approximately 285 individuals) and include families with children, as well as individuals across all age, health, income levels, racial and ethnic groups, and

Whereas: nearly all homeless people living locally have roots in Clallam County, and

Whereas: The Clallam County Housing Crisis Response Plan 2020-2024 (CCHCR) states the "the major causal factors for homelessness in Clallam are related to safe housing availability: "...low vacancy rates, high rental rates, available affordable housing stock" and also "assumes...no additional shelter or housing capacity" will be available, and

Whereas: Homeless citizens' high rates of physical, psychological, emotional and behavioral problems result in higher usage of expensive public services (crime and law enforcement services, emergency medical and behavioral health services, food banks, etc.). The annual average cost to local government to meet these needs is estimated between \$30,000 and \$50,000 per person (Interagency Council on Homelessness), and

Whereas: Permanent housing and wrap-around services not only reduces the need for community services but allows homeless citizens and families to be able to become more stable, more reliably employable and more productive members of society.

Housed children are more able to learn academically, socially and emotionally. And housed families are usually less isolated, and

Whereas: Experiencing homelessness is a high-scoring Adverse Childhood Experience (current ACES national studies, acknowledged by the American Pediatric Academy as the most significant modern childhood health findings) for young children--effecting basic learning, neurological development, nutrition and school attendance. Additionally, the social sciences now, after 50 years of wide acceptance of a hierarchical "needs theory," now recognize that human needs are fluid rather than hierarchical. This fluidity of basic needs increases the recidivism of those experiencing homelessness who may be in shelters, couch surfing and street life cyclically. Reliable basic permanent housing is proven to be the best solution to break this chain, and

Whereas: The CCCHCR plan was approved by the BOCC November 18, 2019 and is due for updating. Since then, several communities across the country have successfully significantly reduced their rate of homelessness and its concurrent problems, and

Whereas: Acceptance by the BOCC to the plan's statement that there will be *no additional housing capacity in the next four years* does not move the community toward working actively to permanently shelter citizens experiencing homelessness, and

Whereas: Clallam County Ordinance 829 amending Section .280, Section .510, and Section .520 of Clallam County Code Chapter 31.02, Countywide Comprehensive Plan, as relates to housing was adopted in 2007 and needs to be updated. Nevertheless, it is as relevant today as it was when adopted. It provides the road map for BOCC to directly again address housing inequities in this county, and

Whereas: Section 3.31.02.520, of the above ordinance states affordable housing goals.

(1) Clallam County's affordable housing efforts should be directed at preserving and creating housing that is affordable to those with Very Low, Low, and Moderate income...

(2) Based on extensive local need for affordable housing as well as its unique local circumstances, the County shall encourage retention and creation of affordable housing, as defined in subsection (1) above, and

(3) Clallam County should consider the following strategies to encourage the retention and creation of affordable housing which:

Coordinates the reforms, supports with renewed participation in the Clallam County Affordable Housing Task Force (CCAHTF) to be comprised of representatives from local governments, the local agencies that work on homelessness and affordable housing issues, previously homeless individuals, financial institutions (lenders), major employers, developers, contractors, real estate professionals, chambers of commerce and economic development leaders. Their collective focused goal would be to move Clallam County forward to creatively build economic stability and decent housing options that move people in need toward self-sufficiency.

CCAHTF will be established and convened by the BOCC, with a county commissioner chairing the task force, giving pronounced emphasis to the importance of working to seriously solve local affordable permanent housing needs, and

Whereas: Monies flowing into the County resulting from HB1406 are designated for Affordable Housing, and

Whereas: Efforts to reduce community homelessness in other places vary but the element they commonly share is "leadership by elected community officials."

Therefore, be it recommended:

The Clallam County Board of Commissioners immediately take active leadership to reclaim and renew their primary leadership role in engaging a group of public and private organizations and businesses to creatively increase affordable housing availability, apply forward thinking ideas proven to be successful in communities that have reduced the experience of homelessness effectively, and report progress back to the community every six months.

Sue Erzen

Chair, Clallam County CRC

Candace Pratt

Chair CRC Committee on Homelessness

Clallam County Charter Review Commissioner



AGENDA ITEM SUMMARY

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

8
6/14/21

Department: Sheriff's Office / Emergency Mgt.

WORK SESSION **x Meeting Date:** June 14, 2021

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other New EOC Development update |

Documents exempt from public disclosure attached: ☐

Executive summary:

Undersheriff Ron Cameron and New EOC Project Manager Dale Jackson will give a PowerPoint presentation to update the commissioners on the progress and status of the Joint Facility planned with the City of PA for a new Emergency Operations Center and 9-1-1 Dispatch Center.

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

No budgetary action is required at this time

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

No immediate action by the board is required

County Official signature & print name:

 **RON CAMERON**

Name of Employee/Stakeholder attending meeting: Ron Cameron, Undersheriff and Dale Jackson, New EOC Project Manager will attend in person.

Relevant Departments: Clallam Co. Sheriff/Emergency Mgt., City of Port Angeles/PENCOM

Date submitted: June 8, 2021

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



Joint Public Safety Facility

Project Status Briefing

June, 2021

The Problem

Current Emergency Management Facilities

ARE NOT

SERVICEABLE · SECURE · SURVIVABLE

The Solution

THE JOINT PUBLIC SAFETY FACILITY PROJECT

- **A Collaborative Cost Effective Effort**
 - ▣ Multiple Agency Participation
 - ▣ Avoids Duplication of Effort and Reduces Taxpayer Costs
- **Multi-Phase Project and Modular Design Approach**
 - ▣ Provides Budget and Construction Schedule Flexibility
- **A Focus on Efficiency and Value**
 - ▣ A Secure Incident Command and Communications Center
 - ▣ A Design Incorporating Innovative Technologies -
Solar Power and Satellite Communications
 - ▣ Bonus – A Modern Training and Distance Learning Center

Today's Briefing Summary

- What Have We Accomplished
- Redefined and Narrowed Project Scope
- Near Term Challenges
- What Does the Schedule Look Like
- Budget – Expenditures and Anticipated Needs

What's Been Accomplished ?

1. SITE SELECTED

Evaluated and Eliminated the 1010 Building

-- Structurally Unsuitable; Extensive Modifications Required

Identified, Evaluated and Selected 19th and O Street as Proposed Location

-- Seismically Stable; Located Near Fairchild International;
and Favorable Costs

What's Been Accomplished ?

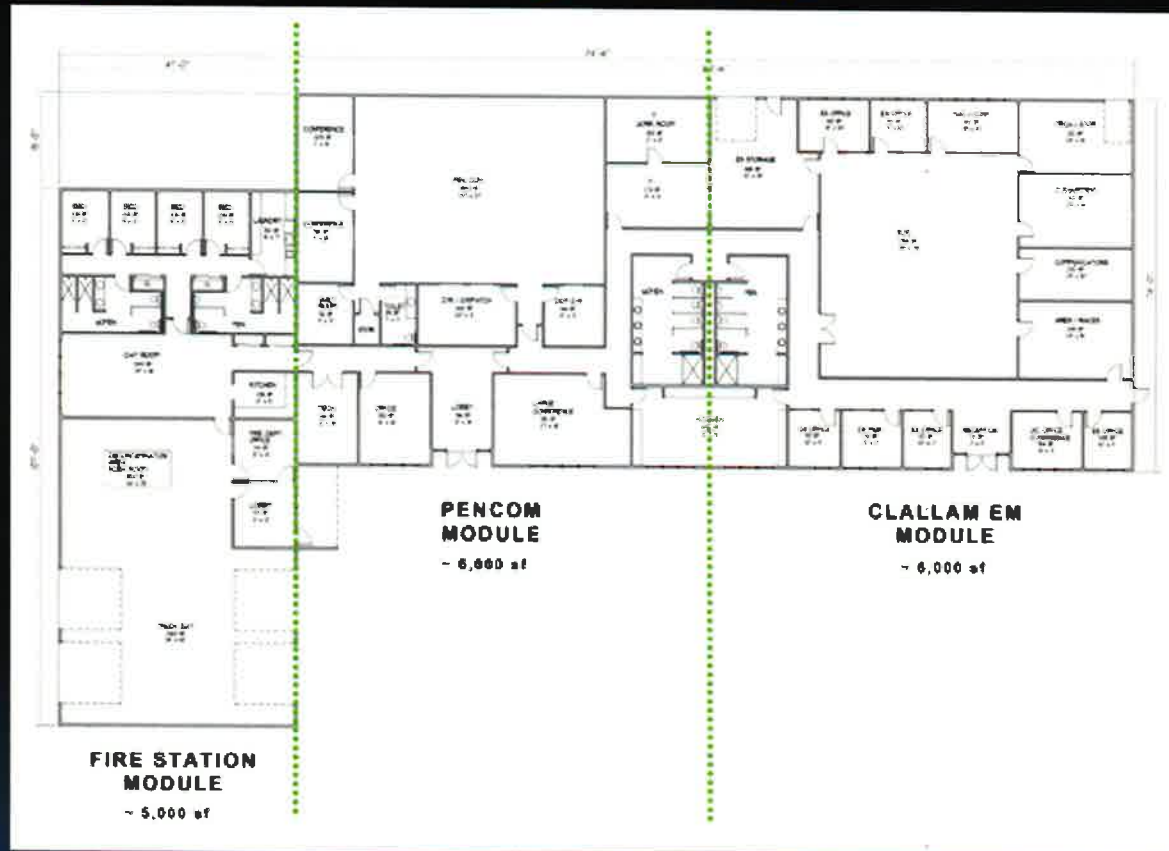


What's Been Accomplished ?

1. SITE SELECTED
2. CONCEPTUAL FACILITY DESIGN COMPLETED

What's Been Accomplished ?

Original Phase I Facility Floor Plan



Includes City Fire Station

What's Been Accomplished ?

Original Site Layout at 19 and O Street



What's Been Accomplished ?

1. SITE SELECTED

2. CONCEPTUAL FACILITY DESIGN COMPLETED

3. DRAFT SITE LEASE DEVELOPED

Proposed Terms Include:

- ▣ 1.8 Acres @ \$0.05 per sf./month (~ \$35 K per year)
- ▣ 50 year term with options for renewals out to 80 years
- ▣ Provision for Lessee Termination for Convenience (failure to fund project)
- ▣ Hazardous Substance Contamination Indemnification
- ▣ Provision to Convert Lease to Purchased Ownership

What's Been Accomplished ?

1. SITE SELECTED
2. CONCEPTUAL FACILITY DESIGN COMPLETED
3. DRAFT SITE LEASE DEVELOPED
4. PROJECT SCOPE REFINED / NARROWED
5. \$1.2 MM STATE FUNDING OBTAINED

Project Scope Narrowed

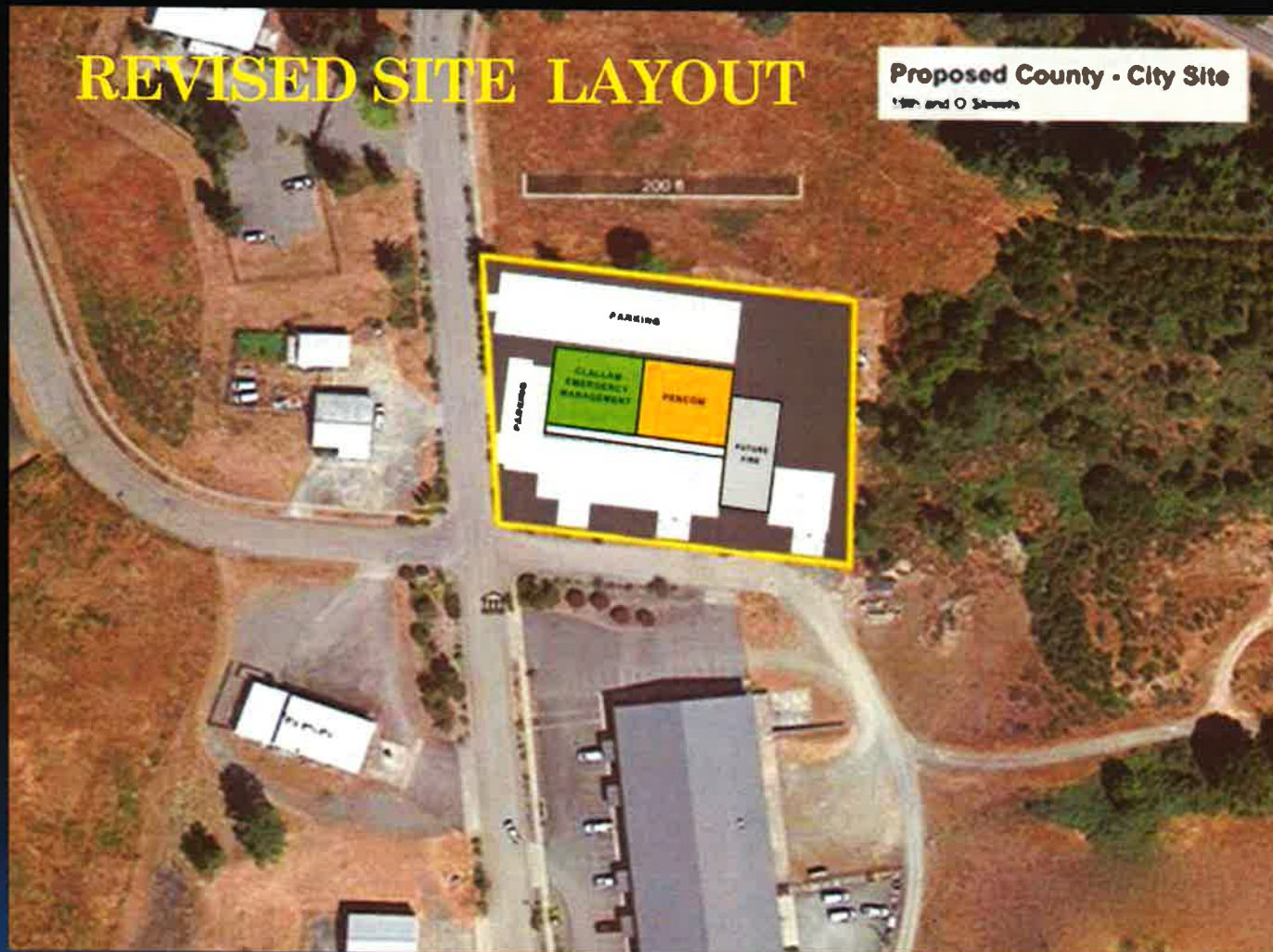
THE ORIGINAL PROJECT COMPONENTS

- **Emergency Management Module Including EOC**
 - ▣ County Funded - Key Decisions Are Made Exclusively By County
 - ▣ County Proceeding With Full Detailed Design
- **Public Safety Communications Module (PENCOM)**
 - ▣ Multiple Agency Funded / Operated By City Of Port Angeles
 - ▣ Key Decisions Made By City With Multiple Agency Concurrence
 - ▣ Decision In Process On Proceeding With Full Detailed Design
- **City West Fire Station Module**
 - ▣ City Funded - Key Decisions Are Made Exclusively By City
 - ▣ Decision In Process On Proceeding With 30% Design / Delayed Construction

Project Scope Narrowed



Project Scope Narrowed



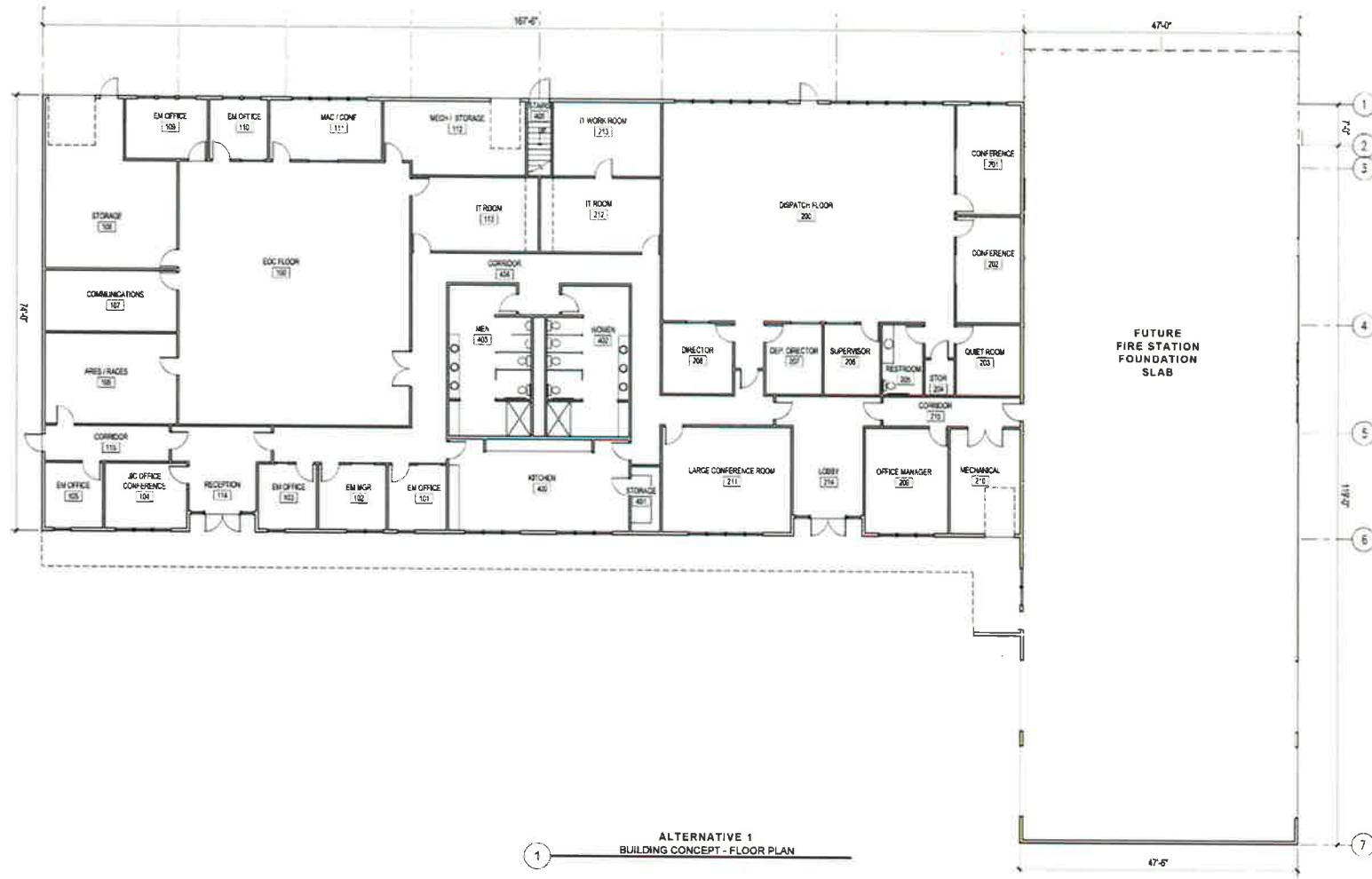
Project Scope Narrowed



Project Scope Narrowed



Project Scope Narrowed

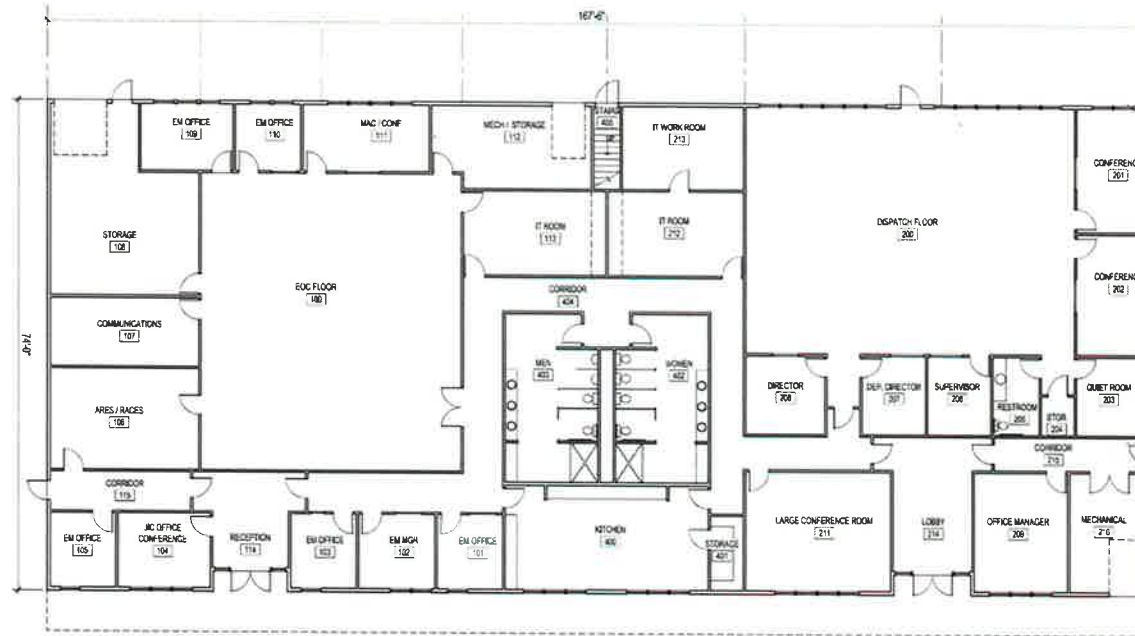


JOINT PUBLIC SAFETY
BUILDING
2417 W. 187TH ST. PORT ANGELES, WA 98163

CONCEPTUAL
FLOOR PLAN

FIGURE 212

Project Scope Narrowed



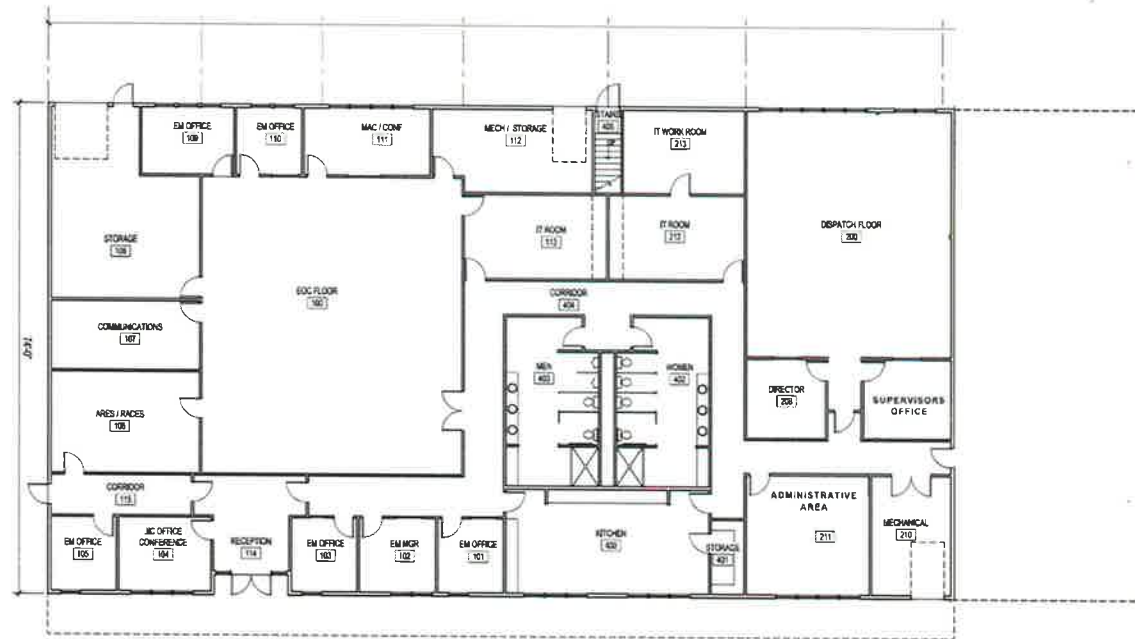
1
ALTERNATIVE 2
BUILDING CONCEPT - FLOOR PLAN

JOINT PUBLIC SAFETY
BUILDING
2417 W. 18TH ST. PORT ANGELES, WA 98163

CONCEPTUAL
FLOOR PLAN

DATE: 2/2/2011
BY: [Signature]

Project Scope Narrowed



ALTERNATIVE 3

BUILDING CONCEPT - FLOOR PLAN

JOINT PUBLIC SAFETY
BUILDING

2417 W. 19TH ST. PORT ANGELES, WA 99163

CONCEPTUAL FLOOR PLAN

DATE: 01/01/2025 PAGE: 10/10

EOC Interior Plans Unchanged



EOC Interior Plans Unchanged



Near Term Challenges

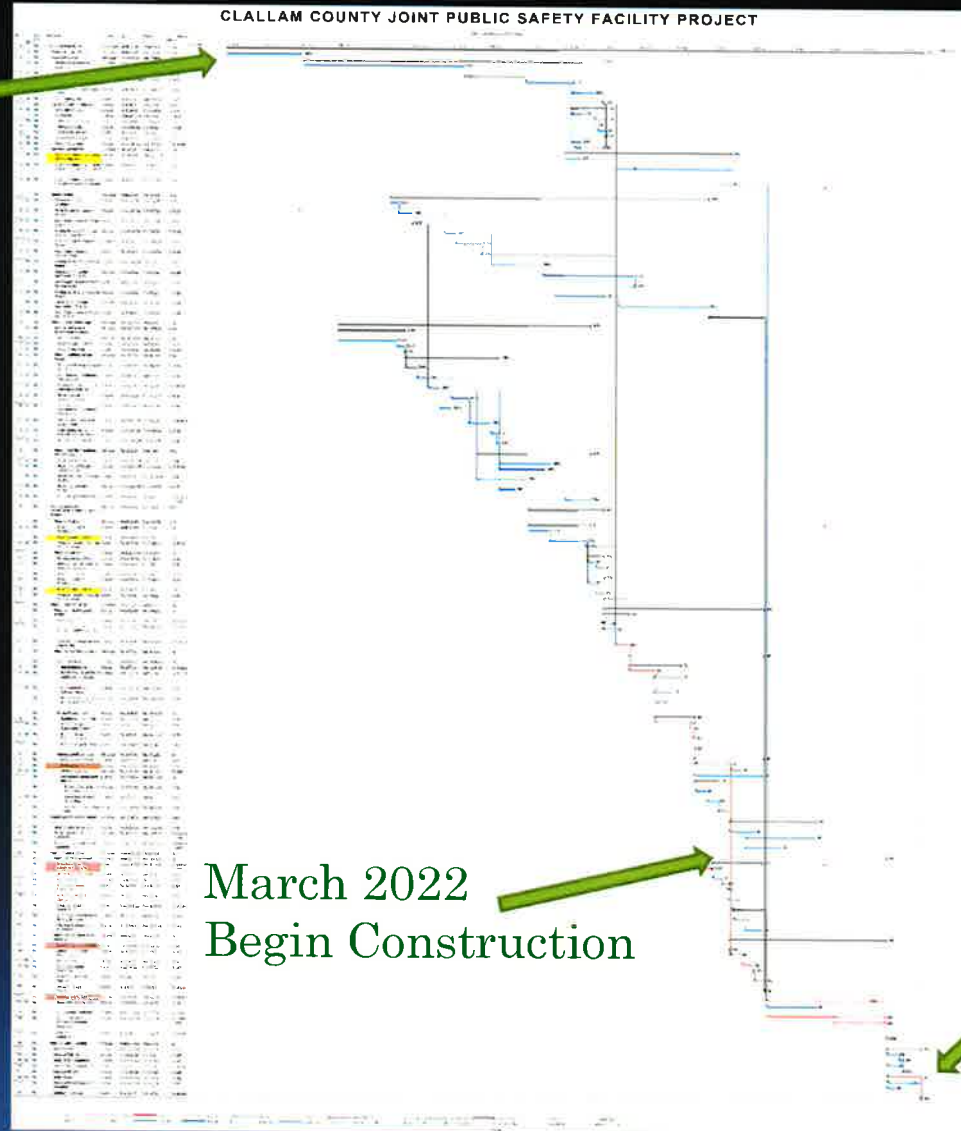
1. Geotechnical Assessment / Site Redesign - July 2021
2. PHASE II Procurement (RFQ and Issue Contract) - June / July 2021
3. Complete Environmental Site Assessment - May / June 2021
4. SEPA Project Review - July / August 2021
5. Evaluate Innovative Technologies - Summer 2021
(Solar Power and Satellite Com)
6. PHASE II Detailed Design
 - Schematic Facility Design / Modify Floor Plan - Summer 2021
 - Detailed Facility Design - Summer 2021
 - Construction Document Development - Fall of 2021
7. PHASE III -- CONSTRUCTION - Spring 2022

Project Schedule

- 124 Major Project Elements – Many Occurring Simultaneously
- Overall Project Length – 3.75 years
- Major Milestones
 - Project PHASE I – Completed
 - Project PHASE IIa – Preliminary Detailed Design -- Begin July 2021
 - Project PHASE IIb – Full Detailed Design -- Begin August 2021
 - Project PHASE III – Construction -- Begin early 2022
 - Project PHASE IV – Facility Commissioning -- Begin winter 2022
 - Building Operational and Occupied – Spring 2023

Project Schedule

Start Jan 2019



Project Budget

■ Cost of Completed Work

Item	County	City of PA	Total
Conceptual Design	\$50 κ	\$50 κ	\$100 κ

■ Projected Expenditures

Item	County		City of PA		Item Total	
	Original	Revised	Original	Revised	Original	Revised
Detailed Design	\$ 0.5 MM	\$ 0.45 MM	\$ 0.9 MM	\$ 0.45 MM	\$ 1.4 MM	\$ 0.9 MM
Construction	\$ 3.1 MM	\$ 3.2 MM	\$ 5.6 MM	\$ 3.1 MM	\$ 8.7 MM	\$ 6.3 MM
Furniture, Fixtures & Equipment (FF&E)	\$ 0.8 MM	\$ 0.9 MM	\$ 1.4 MM	\$ 1.5 MM	\$ 2.2 MM	\$ 2.4 MM
PROJECT TOTALS	\$ 4.4 MM	\$ 4.6 MM	\$ 7.9 MM	\$ 5.0 MM	\$ 12.3 MM	\$ 9.6 MM

Item	County		City of PA		Item Total	
	Original	Revised	Original	Revised	Original	Revised
~ 10 % Contingency	\$ 0.4 MM	\$ 0.4 MM	\$ 0.6 MM	\$ 0.5 MM	\$ 1.0 MM	\$ 0.9 MM

Next Steps

- **BOARD OF COMMISSIONERS ACTIONS**

1. June 2021 Approve \$70 K Contract for Phase IIa Design Work
2. July 2021 Approve ~ \$400 K Contract for Phase IIb Design Work
3. Continue To Pursue Funding Sources; Federal, State, Grants, etc.
4. Spring 2022 Anticipate ~ \$2.5 MM Appropriation To Begin Construction
5. Fall 2022 Anticipate ~ \$2 MM Appropriation To Complete Construction



The Ultimate Objective -

SERVICEABLE · SECURE · SURVIVABLE

Emergency Management Facilities



AGENDA ITEM SUMMARY

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

9
6/14/21
@
11am

Department: BOCC

WORK SESSION ☒ Meeting Date: 6-14-21 – 11 a.m.

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

American Rescue Plan Act Planning:

With guidance having recently been released describing how American Rescue Plan funds are intended to be deployed, Clallam EDC Director Colleen McAleer will provide an overview of the major elements of the Plan as they relate to Clallam County. We expect to cover where recovery dollars are flowing, through what channels, and where apparent gaps exist. This information will help us to begin getting organized around setting priorities.

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?)
American Rescue Plan Act Planning Discussion.

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

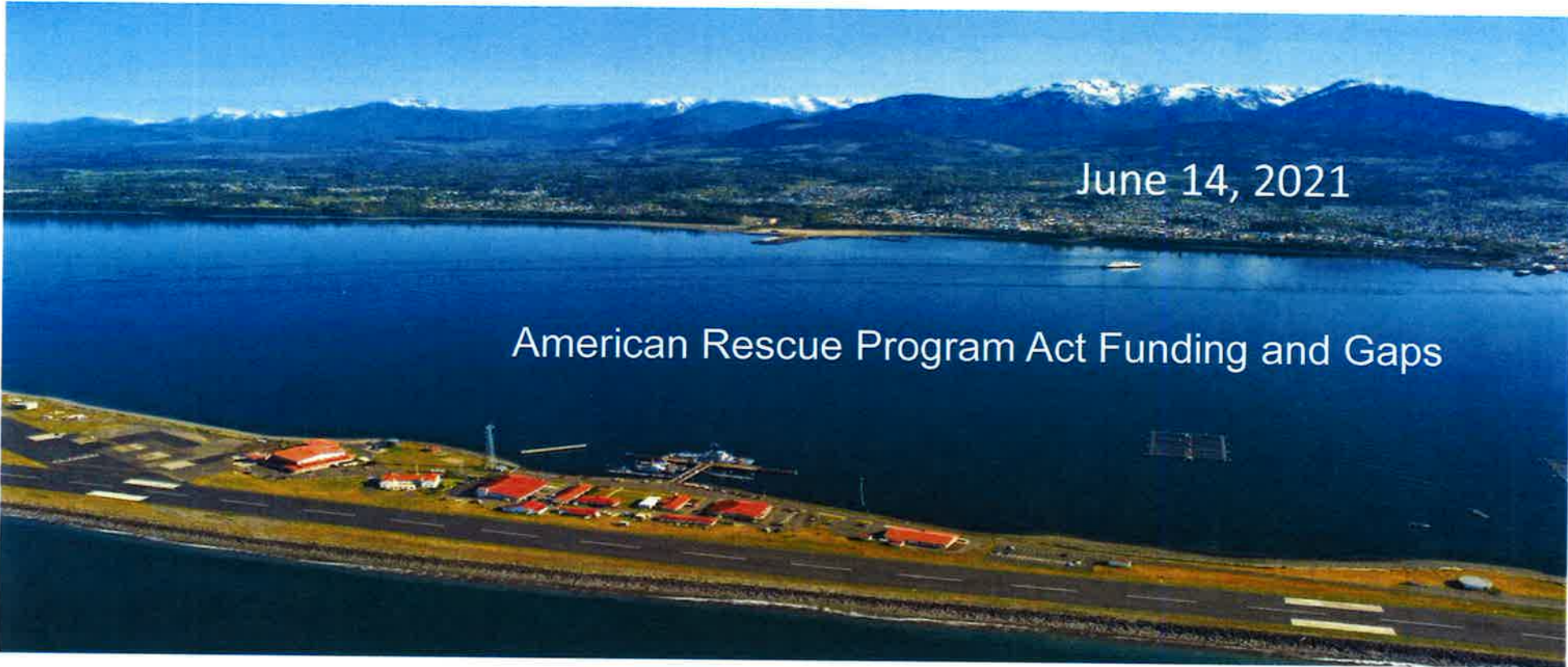
Name of Employee/Stakeholder attending meeting: Board of Commissioners, Finance Department, City of PA, City of Forks, City of SQ, EDC

Relevant Departments: Board of Commissioners

Date submitted: May 21, 2021

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

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



June 14, 2021

American Rescue Program Act Funding and Gaps

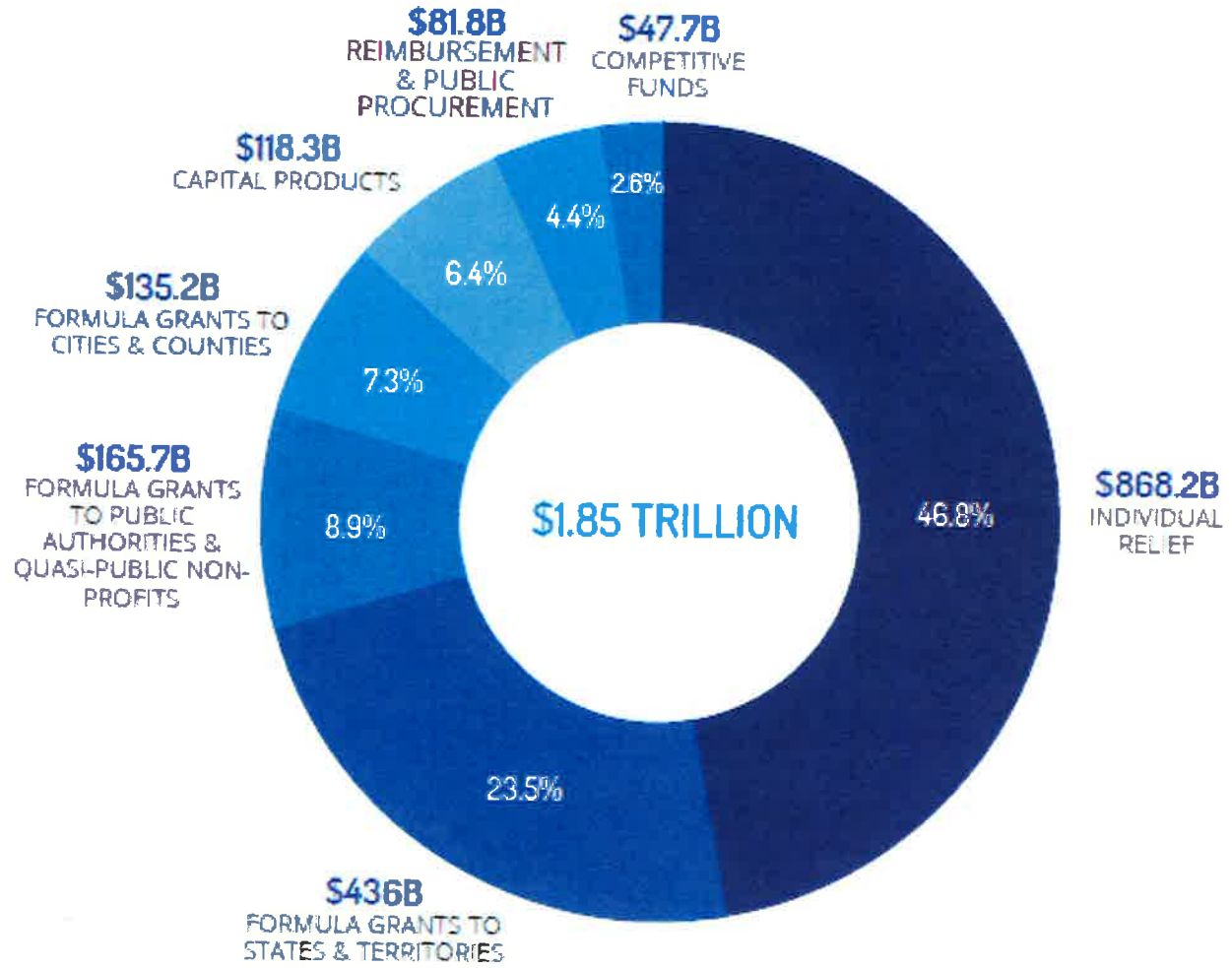


Clallam County Economic Development Council

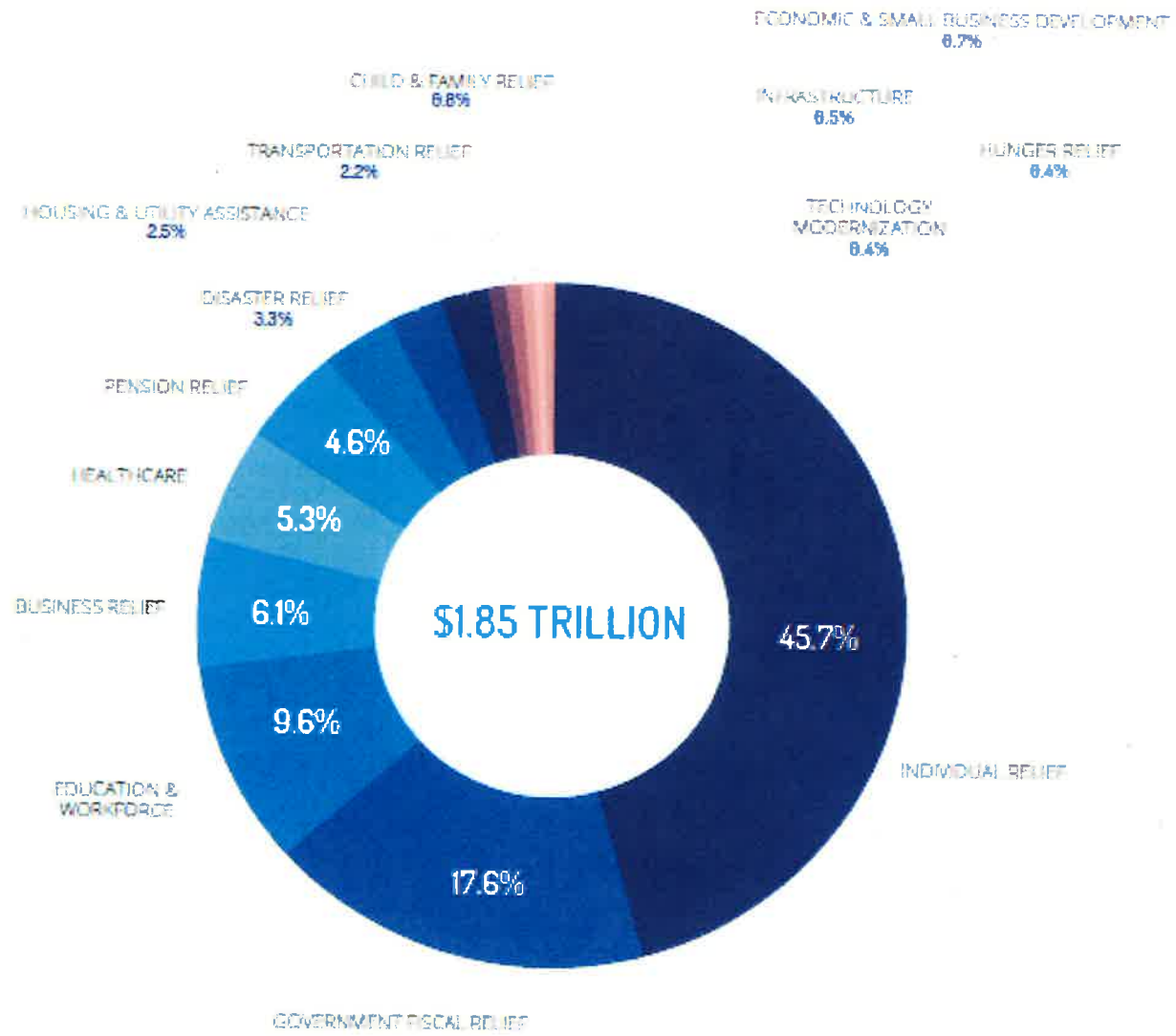
<https://chooseclallamfirst.com/the-american-rescue-plan-act/>

Distribution Mechanisms

The HOW



Categories of Funding



15 General Categories of Funding

	ARPA FUNDING CATEGORY	\$ Level			\$ Level
1	CHILD CARE RELIEF		9	HUNGER RELIEF – SNAP, WIC, SHELTERS, SCHOOL MEALS	
2	DISASTER RELIEF THROUGH FEMA		10	INDIVIDUAL RELIEF	
3	EDUCATION, WORKFORCE & LIBRARIES		11	INFRASTRUCTURE	
4	ECONOMIC & SMALL BUSINESS DEVEL		12	PENSION RELIEF	N/A
5	GOVERNMENT FISCAL RELIEF		13	PUBLIC HIRING – AMERICORPS	
6	HEALTHCARE		14	TRANSPORTATION	
7	MENTAL HEALTH & SOCIAL SUPPORT		15	BUSINESS & FARM RELIEF	
8	HOUSING & UTILITY ASSISTANCE				

1. CHILD CARE RELIEF – Fair Start for Kids Act



- SB 5237 Applies to Licensed and Licensed-Exempt
- Reduced copays and expand eligibility for the Working Connections Child Care and the Early Childhood Education and Assistance programs.
- \$400M statewide - these funds provide early childcare and after school childcare assistance in the form of vouchers or contracts with providers.
- Appropriation allows providers to provide care to designated essential workers without considering the normal income eligibility requirements.
- \$50M statewide for capital investments to expand existing child care facilities and build new facilities.
- Grow recruitment and retention for child care businesses by increasing subsidy rates, expanding access to health insurance for providers and providing resources for professional development.

1. CHILD CARE RELIEF – Fair Start for Kids Act

Reduction in Child Care Payments through Working Connections Child Care



If the household's income is:	Then the household's maximum monthly co-payment is:
at or below 20 percent of State Median Income (SMI = \$86,340 family of 3)	waived to the extent allowable under federal law; otherwise, a max of \$15
above 20 percent and at or below 36 percent of SMI	\$65
above 36 percent and at or below 50 percent of SMI (family of 3 - \$31K-\$43K)	\$115 until December 31, 2021, and \$90 beginning January 1, 2022
above 50 percent and at or below 60 percent of SMI	\$115

DCYF must adopt a co-payment model for households with annual incomes above 75 percent of SMI and at or below 85 percent of SMI. The model must calculate a co-payment for each household that is no greater than 7 percent of the household's countable income within this income range.

2. DISASTER RELIEF THROUGH FEMA



Program	Disaster Relief Fund	Firefighter grants (AFG & SAFER programs)	Emergency Management Performance Grant
Amount	Nationally \$50 Billion	Nationally \$300 Million	Nationally \$10 Million
Expiration	9/30/2025	9/30/2025	9/30/2025
Federal Agency	DHS	DHS	DHS
Uses	For a wide range of reimbursements and grants to individuals and state governments	For obtaining critically needed equipment, training, and other resources necessary for firefighters (AFG) and for increasing the number of frontline firefighters (SAFER)	For efforts to build and sustain core capabilities across the prevention, protection, mitigation, response, and recovery mission areas.
Allocation formula / applying party	Individuals (for funeral expenses) and public entities	City fire departments and non-profit firefighting associations can apply	State population-based formula, states must apply
Funding Type	Reimbursement & Public Procurement	Competitive Funds	Formula Grants to States & Territories

3. EDUCATION, WORKFORCE & LIBRARIES

ESSER: Elementary and Secondary School Emergency Relief

- > \$35M in Clallam County
- Three rounds ESSER 1 (CARES), ESSER 2 (CRRSAA) and ESSER 3 (ARPA).
- ESSER 1 funded last Sept for PPE, technology/devices, online curriculum and licenses, health assistants, sanitizing buses, and additional staff.
- ESSER 2 funded early 2021 - flexible - for pandemic-related expenses.
- ARP-ESSER funded July 2021. They are the largest amounts, but out of the “allocation” to each district, 20% must be spent on learning recovery. Feedback indicates ESSER3 primarily going to support additional paraeducators, counselors and substitute teachers for more individualized attention next fall.

3. EDUCATION WORKFORCE & LIBRARIES

ESSER Funding in Clallam County



Clallam County School Districts	ESSER I Final	ESSER II Final	ARP-ESSER	Total Combined ESSER Funds	K-12 Enrollment (Feb 2020)	ESSER Per Student
PORT ANGELES	\$ 1,256,512	\$ 4,857,076	\$ 10,908,000	\$ 17,021,588	3,285	\$ 5,180.95
SEQUIM	\$ 699,009	\$ 2,702,123	\$ 6,069,000	\$ 9,470,132	2,456	\$ 3,856.18
CRESCENT (Joyce)	\$ 96,702	\$ 321,025	\$ 721,000	\$ 1,138,727	316	\$ 3,598.44
CAPE FLATTERY (Neah Bay/Clallam Bay)	\$ 118,192	\$ 392,366	\$ 881,000	\$ 1,391,558	503	\$ 2,768.77
QUILLAYUTE VALLEY (Forks)	\$ 388,732	\$ 1,657,259	\$ 3,722,000	\$ 5,767,991	3,243	\$ 1,778.66
County Total & Ave \$/Student	\$ 2,559,147	\$ 9,929,849	\$ 22,301,000	\$ 34,789,996	9803	\$ 3,548.85
State Total	\$ 195,414,884	\$ 743,042,467	\$ 1,667,250,900	\$ 2,605,708,251	1,033,057	\$ 2,522.33
% Relative to State				1.34%	0.95%	141%

3. EDUCATION, WORKFORCE & LIBRARIES

HEERF – Higher Education Emergency Relief Funding & E-Rate funds



HEERF Round	Total Allocation	Minimum Allocation to be Awarded for Emergency Financial Aid Grants to Student
HEERF 1 (CARES ACT)	\$1,160,439	\$580,289
HEERF 2 (CRRSAA)	\$2,285,928	\$580,220
HEERF 3 (ARPA)	\$4,029,615	\$2,112,858
Total:	\$7,475,982	\$3,273,367

Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
E-rate grants for emergency educational connection and devices	\$7.20	9/30/1930	FCC	For purchasing internet access and connected devices (including hotspots, routers, modems, and computers) for students, educators, and library patrons who lack home internet access, a connected device, or both	Public and private schools, and public libraries can apply	Competitive Funds

4. Economic & Small Business Development

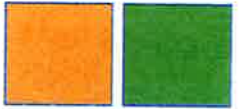


Program	EDA Economic Adjustment Assistance	Community Navigator Pilot
Amount (\$ billion)	\$3 Billion Nationally	\$100 Million Nationally
Expiration	9/30/2022	9/30/2022
Federal Agency	Commerce	SBA
Uses	For a wide range of technical, planning, and public works and infrastructure assistance in regions experiencing adverse economic changes. A quarter of the authorized funding must go to assisting states and communities that have suffered economic injury as a result of job and gross domestic product losses in the travel, tourism, or outdoor recreation sectors.	For business assistance orgs to enlist culturally knowledgeable partners to conduct targeted outreach to specific entrepreneurs. This can take on several forms, from hiring dedicated staff to focus on these communities or partnering with specialized community organizations via a “hub and spoke” model. SBA resource partners, states, tribes, units of local governments, and other nonprofit organizations are eligible to apply.
Allocation formula / applying party	Public bodies, non-profit organizations, and businesses can apply	Business assistance organizations can apply
Funding Type	Competitive Funds	Competitive Funds

4. Economic & Small Business Development



- Relief to bolster economic development and small business ecosystems:
- EDA – Competitive Funds - \$3B for a wide range of technical, planning, and public works and infrastructure assistance ,
- SBA's Community Navigator Pilot Program \$100B (\$2B average each state – Commerce is applying for \$2.5B) >> Likely \$0 to Clallam



5. ARP Government Fiscal Relief

Government Entity	Funding	Treasury Pop Estimate
Clallam County	\$15M over 2 Years	77,331
City of PA	\$4.4M over 2 Years	20,229
City of Sequim	\$1.6M over 2 years	7,640
City of Forks	\$844K over 2 years	3,880

Tribal Government funding provided in 2021	\$1B / 574 FR Tribes	\$12.35B Enrollment	\$6.65B Employment
Makah Tribe	\$1.75M	Unknown - Based on prorate share of all Tribal Enrollment	Unknown - Based on prorate share of all Tribal Employment
Quileute Tribe	\$1.75M		
Lower Elwha Klallam Tribe	\$1.75M		
Jamestown S'Klallam	\$1.75M		

6. Healthcare - \$78.6B Nationally

Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
COVID Testing, Tracing & Vaccine Confidence	\$48.80	Until expended	HHS	For programs to test, trace, and mitigate COVID-19	CARES & CRRSAA formulas	Formula grants to Public Authorities & Quasi-Public Nonprofits
Community Health Center Support	\$7.60	Until expended	HHS	For grants to community health centers to cover the costs of COVID-19 vaccines, testing and tracing, and PPE.	TBA	Formula grants to Public Authorities & Quasi-Public Nonpr
COVID-19 Vaccine Activities	\$7.50	Until expended	HHS	For enhancing, expanding, and improving vaccine distribution	TBA	Formula Grants to States & Territories
COVID Vaccine Supply Chain	\$6.05	Until expended	HHS	For necessary expenses for the research, development, purchase and production of vaccines and therapeutics	Various producers and healthcare providers	Reimbursement & Public Procurement
Health Insurance Expansions	\$5.91	Various, details in full description	HHS	For increased insurance coverage	FMAP increases for certain programs, details in full description	Formula Grants to States & Territories
COVID-19 Expanded Genomic Sequencing	\$1.75	Until expended	HHS	For the cost of constructing and renovating lab facilities	Public, private, and non-profit lab facilities and associated universities can apply	Competitive Funds
Rural Community Facilities Program Grants	\$0.50	9/30/2023	USDA	For grants, loans, and guarantees to health and nutrition-related infrastructure critical to addressing COVID-19	Public bodies, non-profit organizations, and federally recognized Tribes can apply	Competitive Funds
Medicaid & CHIP COVID-19 Coverage	\$0.29	1-year post-emergency	HHS	For Health insurance	100% FMAP	Formula Grants to States & Territories
Skilled nursing home Infection control	\$0.20	Until expended	HHS	For improving vaccination & infection control in nursing homes	CMS contracts with Quality Improvement Organizations	Formula grants to Public Authorities & Quasi-Public NonPr

7. Mental Health & Social Support

\$20.3B Nationally



Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
COVID-19 Related Healthcare for Veterans	\$14.50	9/30/2023	VA	For COVID-19 related healthcare, including information technology and facility requirements.	Through VA, Veterans Health Administration	Formula grants to Public Authorities & Quasi-Public Nonprofits
Community Mental Health Block Grants (CMHBG)	\$1.50	9/30/2025	HHS	For expanding mental health service delivery capacity	MHBG formula (distributed to community service providers by state)	Formula Grants to States & Territories
Substance Abuse Prevention and Treatment Block Grant (SABG)	\$1.50	9/30/2025	HHS	For activities that prevent and treat substance abuse	SABG formula (distributed to service providers by state)	Formula Grants to States & Territories
Support for Older Americans	\$1.43	9/30/2021	HHS	For seniors: social and nutrition services, vaccine outreach, COVID-19 mitigation programs	Older Americans Act Section C, title III and VI formulas, Section B title III formula	Formula Grants to States & Territories
Programs for Survivors of Sexual Assault & Domestic Violence	\$0.43	Details in full description	HHS	Details in full description	Details in full description	Formula Grants to States & Territories
Expansion Grants for Community Behavioral Health Clinics	\$0.42	Until expended	HHS	For expanding the capacity of communities and organizations providing behavioral health services	Service providers that meet the criteria for Certified Community Behavioral Health Clinics under Medicaid can apply	Competitive Funds
Child Abuse Prevention & Treatment	\$0.35	9/30/2023	HHS	For increasing funding to Child Protective Services	CAPTA formula grant	Formula Grants to States & Territories
Family Violence Prevention Services	\$0.18	Until expended	HHS	For expanding the capacity of existing programs for emergency shelter and assistance for sexual assault and domestic violence survivors	FVPSA formula grants	Formula Grants to States & Territories

8. Housing & Utility Assistance

\$47.1B Nationally – Locally \$40K+ in water utility arrearage

Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
Rental Assistance	\$21.55	9/30/2025	Treasury	For stabilizing rents and helping landlords cover costs	CARES act formula allocation	Formula Grants to States & Territories
Homeowner Assistance Fund	\$9.60	9/30/2025	Treasury	individual relief	Individuals apply through state portals.	Formula Grants to States & Territories
Emergency Housing Vouchers	\$5.00	9/30/1930	HUD	For emergency housing vouchers to individuals and families who are experiencing homelessness or at-risk of homelessness	Section 8 Housing Choice Voucher Allocation to PHAs	Formula grants to Public Authorities & Quasi-Public Nonprofits
Homelessness Assistance & Supportive Services	\$5.00	9/30/2025	HUD	For supportive services, affordable housing construction, emergency shelter grants, permanent supportive housing, and the conversion of hotels and motels into housing. Services serve homelessness or at-risk pop.	HOME formula	Formula grants to Cities & Counties
Low Income Heating and Energy Assistance Program (LIHEAP)	\$4.50	9/30/2022	HHS	For building state capacity to support and accept LIHEAP funding applications	LIHEAP formula allocation	Formula Grants to States & Territories
Veteran's State Home Relief	\$0.75	9/30/2022	VA	For improving veteran living conditions and prevent veteran homelessness	Construction grants (\$500 million) and direct payments in proportion to residents (\$250 million) to State Veterans Homes.	Formula grants to Public Authorities & Quasi-Public Nonprofits
Low Income Home Water Assistance Program (LIHWAP)	\$0.50	Until expended	HHS	For reducing arrears of and rates charged to low-income households	LIHWAP formula allocation (to owners & operators of public water systems by state)	Formula Grants to States & Territories
Housing Counseling	\$0.10	9/30/2025	HUD	For housing counseling services	Grants to housing counseling intermediaries, no more than 15% to Neighborworks America	Formula grants to Public Authorities & Quasi-Public Nonprofits
Rental Assistance for rural low income & elderly borrowers	\$0.10	9/30/2022	USDA	individual relief	Apply through USDA	Individual Relief

9. Hunger Relief – SNAP, WIC, Shelters, School Meals

\$12.04B Nationally



Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
Pandemic EBT Youth Nutrition	\$5.00	9/30/2021	USDA	For increasing EBT benefits by 15% through summer school	FFCRA formula allocation	Formula Grants to States & Territories
Strengthening the Food Supply Chain	\$4.00	Until expended	USDA	For supporting the food supply chain through a variety of purchases (including food banks), details in the full description.	TBA, details in the full description.	Reimbursement & Public Procurement
Supplemental Nutrition Assistance Program (SNAP)	\$2.15	9/30/2021	USDA	For a 15% SNAP increase, plus \$1 billion for territories	SNAP formula	Formula Grants to States & Territories
WIC benefits value increase	\$0.49	9/30/2021	USDA	For increasing WIC to a \$35 monthly benefit for 4 months	State agencies must apply	Formula Grants to States & Territories
Emergency Food & Shelter Program	\$0.40	9/30/2025	DHS	For supporting organizations providing shelter, food, and supportive services to individuals, families, and households who have economic-related emergencies.	Non-profits and city agencies can apply	Competitive Funds
Meal Reimbursements for At-risk School Children at Emergency Shelters	-	9/31/22	USDA	For reimbursing eligible emergency shelters and schools for meals, snacks, and assistance for individuals under the age of 25 since beginning of pandemic	Emergency shelters and schools	Reimbursement & Public Procurement

10. Individual Relief

\$842.45B Nationally



Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party
\$1,400 Individual Stimulus Payments	\$411.00	Until expended	Treasury	Individual Relief	Automatic through tax ID number
Unemployment Insurance & UI Tax Exemption	\$289.00	9/6/2021	Treasury	Individual Relief	Apply through state unemployment offices
Child Tax Credit & EITC Expansion	\$135.00	12/30/2021	Treasury	Individual Relief	File on tax return
Additional expanded Tax Credits	\$6.45	9/30/2021	Treasury	Individual Relief	File on tax return
Veteran's Healthcare Debt Relief	\$1.00	9/30/2021	VA	Individual Relief	Apply through VA

11. Infrastructure

\$22.1B Nationally



Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
State Small Business Credit Initiative	\$10.00	Until expended	Treasury	For state small business support & capital access programs	State Economic Development Office & Tribes	Capital Products
Capital Projects Fund (Broadband)	\$10.00	9/30/2021	Treasury	For capital projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency	\$100 million grants to each state, then a population-based formula (\$1M CC)	Formula Grants to States & Tribes
Local Assistance & Tribal Consistency Fund	\$2.00	9/30/2023	Treasury	For County & Tribal Governments to use as they see fit. Allocates \$1.5 billion to revenue-sharing counties over FY 22 & 23. Provides tribal governments \$500M over same period.	For Revenue Sharing Counties – No details yet on allocation.	Formula Grants to Counties & Tribes
EPA grants for pollution in low-income communities	\$0.10	Until expended	EPA	For pollution mitigation in low-income communities	Public bodies, non-profit organizations, and businesses can apply	Competitive Funds

12. Pension Relief

\$86B Nationally



Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
Multiemployer Pension Relief Fund	\$86.00	9/30/2030	US Pension Guaranty Corp.	For covering benefits due on plans until 2051	Manager of a financially troubled multi-employer pension	Capital Products

According to the American Academy of Actuaries only 1M people will receive benefits through their pension. Likely very few in Clallam. Primarily large companies in the retail, service, construction, manufacturing, mining, transportation, and entertainment industries.

13. Public Hiring - AmeriCorps



Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
AmeriCorps	\$1.00	9/30/2024	Americorps	For increasing the AmeriCorps living allowance	AmeriCorps and partners	Reimbursement & Public Procurement

Mark Duncan, Outreach Specialist for Washington AmeriCorps.

The Olympic Peninsula has access to these workers.

OlyCap has a team of AmeriCorps Seniors Program – Most in Jefferson County.

14. Transportation



Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
FTA Grants	\$30.50	9/30/2024	DOT	For helping public transit agencies avoid layoffs and service reductions	Urbanized Area Formula Grants, details in Full Description column.	Formula grants to Public Authorities & Quasi-Public Nonprofits
Airport Relief	\$.10	9/30/2024	DOT	For preventing, preparing for, and responding to COVID-19	Smaller airports will receive \$100 million based on airport categories.	Formula grants to Public Authorities & Quasi-Public Nonprofits

FTA Funding	Allocation to Clallam Transit
CARES Act	\$4,428,176
CRRSAA	\$7,498,864
ARPA	TBD but >CARES & CRRSAA
Total	TBD

Airport Relief	Allocation to Port of PA
CARES Act	\$69,000
CRRSAA	\$0
ARPA	\$23,000
Total	\$92,000

15. BUSINESS AND FARM RELIEF

Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
Restaurant Revitalization Fund	\$28.60	Until expended	SBA	For incurred and additional eligible expenses for food & beverage businesses	Eligible businesses can apply	Competitive Funds
Targeted EIDL Advance	\$15.00	Until expended	SBA	For business continuity, adaptation, and resiliency in low-income communities	Small business	Capital Products
Rural Provider Relief	\$8.50	Until expended	Treasury	For reimbursing expenses and lost revenues attributable to COVID-19	Eligible healthcare providers	Reimbursement & Public Procurement
Paycheck Protection Program	\$7.25	5/31/2021	SBA	For covering payroll and other expenses	Small business	Capital Products
Debt Relief for Disadvantaged Farmers	\$4.00	Until expended	USDA	Individual relief	Apply through USDA	Individual Relief
Families First Coronavirus Response Credit (FFCRC)	\$3.54	9/30/2021	Treasury	Individual relief	File on tax return	Individual Relief
Employee Retention Credit (ERC)	\$2.00	9/30/2021	Treasury	Individual relief	File on tax return	Individual Relief
Shuttered Venue Operators Fund	\$1.25	Until expended	SBA	For covering up to 45% of venue gross revenue, up to \$10 million	Eligible businesses can apply	Competitive Funds
Support for disadvantaged farmers	\$1.00	Until expended	USDA	Individual relief	TBA	Individual Relief
Use of the commodity credit corporation	\$0.80	9/30/2022	USDA	For the purchase, package, transport, and handling of agricultural commodities	Commodity farmers	Reimbursement & Public Procurement
COVID-19 Arts Relief	\$0.14	Until expended	NEA	For covering up to 100% of administrative expenses, operating costs, and programs to prevent, prepare for, respond to, and recover from the pandemic	Local arts organizations and venues can apply	Competitive Funds
COVID-19 Humanities Relief	\$0.14	Until expended	NEH	For covering up to 100% of administrative expenses, operating costs, and programs to prevent, prepare for, respond to, and recover from the pandemic	Local cultural organizations and venues can apply	Competitive Funds

15. BUSINESS AND FARM RELIEF –

Local Updates & Anecdotal Information – General Programs

- PPP - \$114.7M over two Rounds
 - PPP 2020 – Clallam County: 1,440 totaling \$85.48M and 11,441 Employees
 - PPP 2021 - Clallam County: 519 totaling \$29.27M and 3,703 Employees
 - Many Issues for Businesses Receiving Second Round of Funding – Forgiveness was not processed. Working to collect information.
- FFCRC (Families First Coronavirus Response Credit)
- Employee Retention Tax Credit (ERC)
 - Complex Reimbursement – larger Non-Profits and Businesses will take advantage of the program.
 - Requires Sophistication and Scale to make process worthwhile
 - We need to be actively offering assistance to small businesses

15. BUSINESS AND FARM RELIEF –

Specialized Business Programs

- Restaurant Revitalization Fund –
 - Contacted 80 Clallam County Restaurants;
 - Many felt too complex to apply
 - Thus far we are aware of 2 that have received funding
- Targeted EIDL – Many Technical Issues with EINs & location (No PO Box)
- Rural Provider Relief – 104 Dentists and Medical Providers
 - \$25.5M in total;
 - 55 in PA; 44 in Sequim; 4 West End – Very Successful
- Shuttered Venue Operators Fund – Few Eligible; Many Program Issues; thus far SBA has reported only 1 WA State Company to receive funding

15. BUSINESS AND FARM RELIEF —

Specialized Business Programs Not Yet Rolled Out

- Support for Disadvantaged farmers
- Use of the commodity credit corporation
- COVID-19 Arts Relief – Minimal Funding
- COVID-19 Humanities Relief – Minimal Funding

Deploying ARPA Funds – Brookings Institute Recommendations

1. Focus on the System: Take an ecosystem approach
2. Build capacity: Create intermediaries that can get stuff done more efficiently
3. Leverage: Ensure that public resources catalyze private and civic investment
4. Transact: Focus on capital investments on overlooked priorities
5. Innovate: Build new financing and business models for equitable recovery



Clallam County Economic Development Council

1. Focus on the System: Take an ecosystem approach

Cities and counties must take an ecosystem approach to small business growth and business district regeneration. They must move from a history of siloed transactions to a cohesive system of transformation.

- The overarching objective of small business-oriented relief and recovery investments must be to create strong ecosystems that give small businesses and entrepreneurs (irrespective of sector) ready access to information, customers, services, capital and locations. Ecosystems should:
 - Maintain real-time information on the number, size and sector of businesses;
 - Use anchor and collective purchasing demand (and the demand flowing from public spending) to grow the number and size of local vendors that can meet these needs;
 - Provide quality capital, both debt and equity, that is fit to purpose and aligned with the needs of small businesses in different sectors and stages of growth;
 - Manage and market the business districts and commercial corridors where many small businesses co-locate.



Clallam County Economic Development Council

2. Build capacity: Create intermediaries that can get stuff done

Cities and counties should create intermediaries with the capacity, capital and community standing to drive the growth of small business growth. In concrete terms, that means multi-year operations support for critically needed intermediary organizations. The four-year duration of the flexible funding to cities and counties enables this multi-year approach.

As capacity gets built, the geography of the effort must be an intentional design feature. In many places, capacity building must be a regional exercise that deliberately focuses on pockets of distress, not an effort bounded artificially by municipal boundaries. It will be important for recipients of the funds to know that they can spend money to help people and businesses beyond the borders of their current geographies as it makes sense.



Clallam County Economic Development Council

3. Leverage: Ensure that public resources catalyze private investment

Supporting intermediaries can use their new found capacity to leverage substantial public and private resources.

- An effective Supplier Diversity Intermediary can put billions from anticipated forthcoming federal and state infrastructure spending in the service of growing small businesses.
- Entrepreneurial Support Organizations can leverage SBA and other federal financial products for large-scale impact.
- A Regeneration Alliance can weave together bank debt, philanthropic grants, federal tax incentives, private equity investment and federal community development programs for the regeneration of commercial corridors and business districts.
- In all these cases, one dollar of funding for capacity-building to support professional staff and technology driven operations and accountability on the front end can leverage anywhere from \$50 to \$100 and more in public, private and civic financing—producing returns that are much larger than the initial investment.



Clallam County Economic Development Council

4. Transact: Focus on capital investments on overlooked priorities

- Cities and counties can use federal ARP funds to make direct capital investments in areas that have been inadequately covered by federal relief to date. For example, this funding may provide an opportunity for cities to address some of their most chronic problem properties coming out of the pandemic. Neighborhood business districts in many cities and counties across the country suffer from decades of disinvestment. The impact of COVID on these communities has been significant, often amplifying the stresses they were already underway and increasing commercial and residential vacancies.
- Public or quasi-public acquisition and redevelopment of residential and commercial buildings could contribute positively to the neighborhoods in a multitude of ways. These span from addressing the current problems (preventing a downward spiral in property values) to building a more inclusive post-pandemic economy (creating attractive locations at reasonable costs for small businesses and adding substantially to affordable housing stock).



Clallam County Economic Development Council

5. Innovate: Build new financing and business models for equitable recovery

- Cities and counties can test new business and financing models to ensure that entrepreneurs restart and grow their companies with capital and supports that are fit to purpose.
- A Chamber could consider *shared services* for small businesses located along the same commercial corridor. Many places already do this to an extent by providing joint marketing and branding efforts for an entire business district. In addition to this more conventional form of business support, the intermediary would also procure goods and services that all businesses require. Beyond many common services, these intermediaries could provide back-office functions for individual businesses (e.g., legal, accounting, tax payments) as well as access to potential workers.



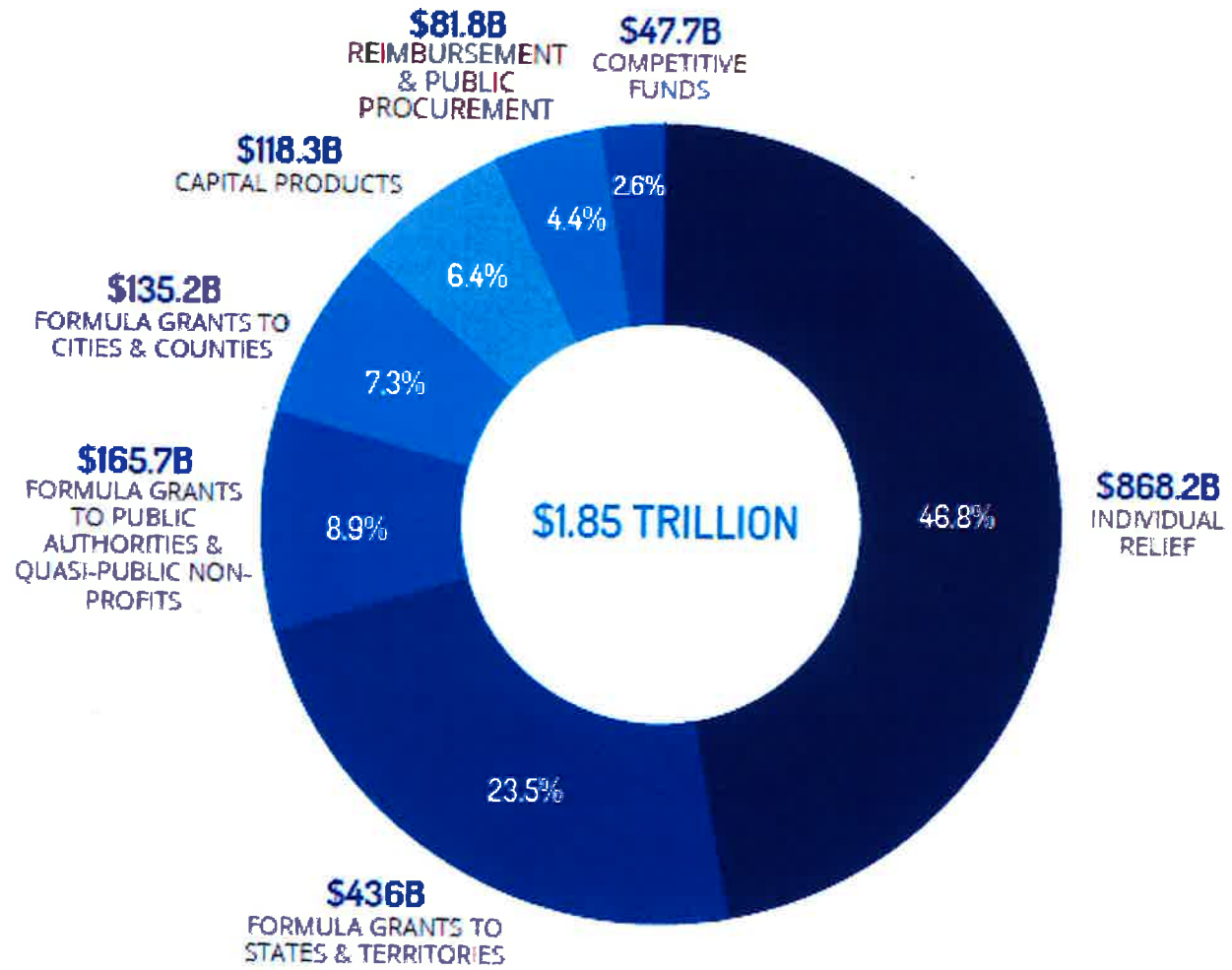
Clallam County Economic Development Council



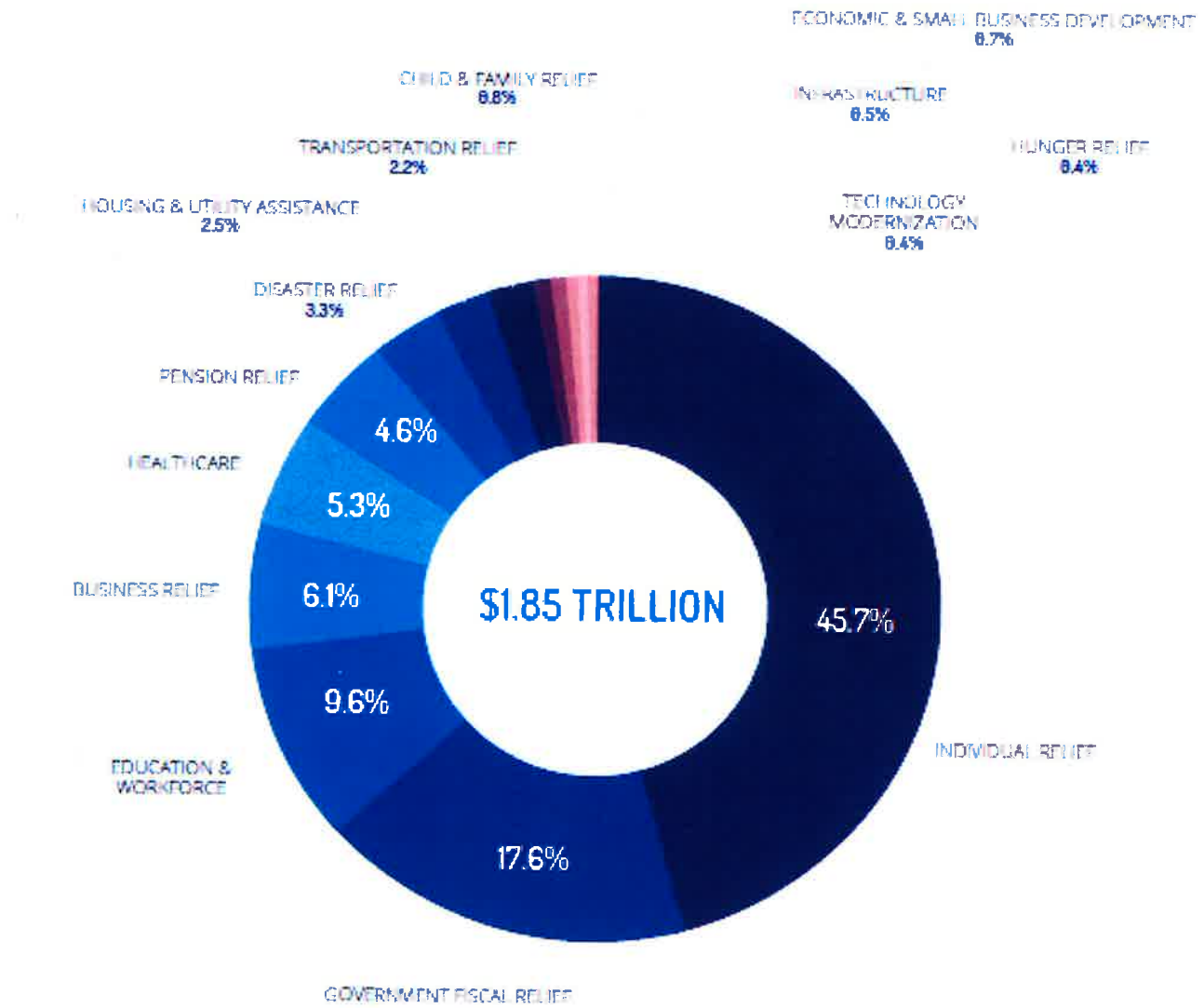
Clallam County Economic Development Council

Distribution Mechanisms

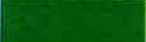
The HOW



Categories of Funding



15 General Categories of Funding

	ARPA FUNDING CATEGORY	\$ Level			\$ Level
1	CHILD CARE RELIEF		9	HUNGER RELIEF – SNAP, WIC, SHELTERS, SCHOOL MEALS	
2	DISASTER RELIEF THROUGH FEMA		10	INDIVIDUAL RELIEF	
3	EDUCATION, WORKFORCE & LIBRARIES		11	INFRASTRUCTURE	
4	ECONOMIC & SMALL BUSINESS DEVEL		12	PENSION RELIEF	N/A
5	GOVERNMENT FISCAL RELIEF	 	13	PUBLIC HIRING – AMERICORPS	
6	HEALTHCARE		14	TRANSPORTATION	
7	MENTAL HEALTH & SOCIAL SUPPORT		15	BUSINESS & FARM RELIEF	
8	HOUSING & UTILITY ASSISTANCE				

1. CHILD CARE RELIEF – Fair Start for Kids Act



- SB 5237 Applies to Licensed and Licensed-Exempt
- Reduced copays and expand eligibility for the Working Connections Child Care and the Early Childhood Education and Assistance programs.
- \$400M statewide - these funds provide early childcare and after school childcare assistance in the form of vouchers or contracts with providers.
- Appropriation allows providers to provide care to designated essential workers without considering the normal income eligibility requirements.
- \$50M statewide for capital investments to expand existing child care facilities and build new facilities.
- Grow recruitment and retention for child care businesses by increasing subsidy rates, expanding access to health insurance for providers and providing resources for professional development.

1. CHILD CARE RELIEF – Fair Start for Kids Act

Reduction in Child Care Payments through Working Connections Child Care



If the household's income is:	Then the household's maximum monthly co-payment is:
at or below 20 percent of State Median Income (SMI = \$86,340 family of 3)	waived to the extent allowable under federal law; otherwise, a max of \$15
above 20 percent and at or below 36 percent of SMI	\$65
above 36 percent and at or below 50 percent of SMI (family of 3 - \$31K-\$43K)	\$115 until December 31, 2021, and \$90 beginning January 1, 2022
above 50 percent and at or below 60 percent of SMI	\$115

DCYF must adopt a co-payment model for households with annual incomes above 75 percent of SMI and at or below 85 percent of SMI. The model must calculate a co-payment for each household that is no greater than 7 percent of the household's countable income within this income range.

2. DISASTER RELIEF THROUGH FEMA



Program	Disaster Relief Fund	Firefighter grants (AFG & SAFER programs)	Emergency Management Performance Grant
Amount	Nationally \$50 Billion	Nationally \$300 Million	Nationally \$10 Million
Expiration	9/30/2025	9/30/2025	9/30/2025
Federal Agency	DHS	DHS	DHS
Uses	For a wide range of reimbursements and grants to individuals and state governments	For obtaining critically needed equipment, training, and other resources necessary for firefighters (AFG) and for increasing the number of frontline firefighters (SAFER)	For efforts to build and sustain core capabilities across the prevention, protection, mitigation, response, and recovery mission areas.
Allocation formula / applying party	Individuals (for funeral expenses) and public entities	City fire departments and non-profit firefighting associations can apply	State population-based formula, states must apply
Funding Type	Reimbursement & Public Procurement	Competitive Funds	Formula Grants to States & Territories

3. EDUCATION, WORKFORCE & LIBRARIES



ESSER: Elementary and Secondary School Emergency Relief

- > \$35M in Clallam County
- Three rounds ESSER 1 (CARES), ESSER 2 (CRRSAA) and ESSER 3 (ARPA).
- ESSER 1 funded last Sept for PPE, technology/devices, online curriculum and licenses, health assistants, sanitizing buses, and additional staff.
- ESSER 2 funded early 2021 - flexible - for pandemic-related expenses.
- ARP-ESSER funded July 2021. They are the largest amounts, but out of the “allocation” to each district, 20% must be spent on learning recovery. Feedback indicates ESSER3 primarily going to support additional paraeducators, counselors and substitute teachers for more individualized attention next fall.

3. EDUCATION WORKFORCE & LIBRARIES

ESSER Funding in Clallam County



Clallam County School Districts	ESSER I Final	ESSER II Final	ARP-ESSER	Total Combined ESSER Funds	K-12 Enrollment (Feb 2020)	ESSER Per Student
PORT ANGELES	\$ 1,256,512	\$ 4,857,076	\$ 10,908,000	\$ 17,021,588	3,285	\$ 5,180.95
SEQUIM	\$ 699,009	\$ 2,702,123	\$ 6,069,000	\$ 9,470,132	2,456	\$ 3,856.18
CRESCENT (Joyce)	\$ 96,702	\$ 321,025	\$ 721,000	\$ 1,138,727	316	\$ 3,598.44
CAPE FLATTERY (Neah Bay/Clallam Bay)	\$ 118,192	\$ 392,366	\$ 881,000	\$ 1,391,558	503	\$ 2,768.77
QUILLAYUTE VALLEY (Forks)	\$ 388,732	\$ 1,657,259	\$ 3,722,000	\$ 5,767,991	3,243	\$ 1,778.66
County Total & Ave \$/Student	\$ 2,559,147	\$ 9,929,849	\$ 22,301,000	\$ 34,789,996	9803	\$ 3,548.85
State Total	\$ 195,414,884	\$ 743,042,467	\$ 1,667,250,900	\$ 2,605,708,251	1,033,057	\$ 2,522.33
% Relative to State				1.34%	0.95%	141%

3. EDUCATION, WORKFORCE & LIBRARIES

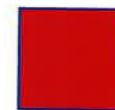
HEERF – Higher Education Emergency Relief Funding & E-Rate funds



HEERF Round	Total Allocation	Minimum Allocation to be Awarded for Emergency Financial Aid Grants to Student
HEERF 1 (CARES ACT)	\$1,160,439	\$580,289
HEERF 2 (CRRSAA)	\$2,285,928	\$580,220
HEERF 3 (ARPA)	\$4,029,615	\$2,112,858
Total:	\$7,475,982	\$3,273,367

Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
E-rate grants for emergency educational connection and devices	\$7.20	9/30/1930	FCC	For purchasing internet access and connected devices (including hotspots, routers, modems, and computers) for students, educators, and library patrons who lack home internet access, a connected device, or both	Public and private schools, and public libraries can apply	Competitive Funds

4. Economic & Small Business Development



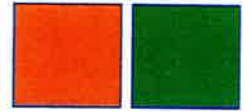
Program	EDA Economic Adjustment Assistance	Community Navigator Pilot
Amount (\$ billion)	\$3 Billion Nationally	\$100 Million Nationally
Expiration	9/30/2022	9/30/2022
Federal Agency	Commerce	SBA
Uses	For a wide range of technical, planning, and public works and infrastructure assistance in regions experiencing adverse economic changes. A quarter of the authorized funding must go to assisting states and communities that have suffered economic injury as a result of job and gross domestic product losses in the travel, tourism, or outdoor recreation sectors.	For business assistance orgs to enlist culturally knowledgeable partners to conduct targeted outreach to specific entrepreneurs. This can take on several forms, from hiring dedicated staff to focus on these communities or partnering with specialized community organizations via a “hub and spoke” model. SBA resource partners, states, tribes, units of local governments, and other nonprofit organizations are eligible to apply.
Allocation formula / applying party	Public bodies, non-profit organizations, and businesses can apply	Business assistance organizations can apply
Funding Type	Competitive Funds	Competitive Funds

4. Economic & Small Business Development



- Relief to bolster economic development and small business ecosystems:
- EDA – Competitive Funds - \$3B for a wide range of technical, planning, and public works and infrastructure assistance ,
- SBA's Community Navigator Pilot Program \$100B (\$2B average each state – Commerce is applying for \$2.5B) >> Likely \$0 to Clallam

5. ARP Government Fiscal Relief



Government Entity	Funding	Treasury Pop Estimate
Clallam County	\$15M over 2 Years	77,331
City of PA	\$4.4M over 2 Years	20,229
City of Sequim	\$1.6M over 2 years	7,640
City of Forks	\$844K over 2 years	3,880

Tribal Government funding provided in 2021	\$1B / 574 FR Tribes	\$12.35B Enrollment	\$6.65B Employment
Makah Tribe	\$1.75M	Unknown - Based on prorate share of all Tribal Enrollment	Unknown - Based on prorate share of all Tribal Employment
Quileute Tribe	\$1.75M		
Lower Elwha Klallam Tribe	\$1.75M		
Jamestown S'Klallam	\$1.75M		

6. Healthcare - \$78.6B Nationally

Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
COVID Testing, Tracing & Vaccine Confidence	\$48.80	Until expended	HHS	For programs to test, trace, and mitigate COVID-19	CARES & CRRSAA formulas	Formula grants to Public Authorities & Quasi-Public Nonprofits
Community Health Center Support	\$7.60	Until expended	HHS	For grants to community health centers to cover the costs of COVID-19 vaccines, testing and tracing, and PPE.	TBA	Formula grants to Public Authorities & Quasi-Public Nonpr
COVID-19 Vaccine Activities	\$7.50	Until expended	HHS	For enhancing, expanding, and improving vaccine distribution	TBA	Formula Grants to States & Territories
COVID Vaccine Supply Chain	\$6.05	Until expended	HHS	For necessary expenses for the research, development, purchase and production of vaccines and therapeutics	Various producers and healthcare providers	Reimbursement & Public Procurement
Health Insurance Expansions	\$5.91	Various, details in full description	HHS	For increased insurance coverage	FMAP increases for certain programs, details in full description	Formula Grants to States & Territories
COVID-19 Expanded Genomic Sequencing	\$1.75	Until expended	HHS	For the cost of constructing and renovating lab facilities	Public, private, and non-profit lab facilities and associated universities can apply	Competitive Funds
Rural Community Facilities Program Grants	\$0.50	9/30/2023	USDA	For grants, loans, and guarantees to health and nutrition-related infrastructure critical to addressing COVID-19	Public bodies, non-profit organizations, and federally recognized Tribes can apply	Competitive Funds
Medicaid & CHIP COVID-19 Coverage	\$0.29	1-year post-emergency	HHS	For Health insurance	100% FMAP	Formula Grants to States & Territories
Skilled nursing home infection control	\$0.20	Until expended	HHS	For improving vaccination & infection control in nursing homes	CMS contracts with Quality Improvement Organizations	Formula grants to Public Authorities & Quasi-Public NonPr

7. Mental Health & Social Support

\$20.3B Nationally



Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
COVID-19 Related Healthcare for Veterans	\$14.50	9/30/2023	VA	For COVID-19 related healthcare, including information technology and facility requirements.	Through VA, Veterans Health Administration	Formula grants to Public Authorities & Quasi-Public Nonprofits
Community Mental Health Block Grants (CMHBG)	\$1.50	9/30/2025	HHS	For expanding mental health service delivery capacity	MHBG formula (distributed to community service providers by state)	Formula Grants to States & Territories
Substance Abuse Prevention and Treatment Block Grant (SABG)	\$1.50	9/30/2025	HHS	For activities that prevent and treat substance abuse	SABG formula (distributed to service providers by state)	Formula Grants to States & Territories
Support for Older Americans	\$1.43	9/30/2021	HHS	For seniors: social and nutrition services, vaccine outreach, COVID-19 mitigation programs	Older Americans Act Section C, title III and VI formulas, Section B title III formula	Formula Grants to States & Territories
Programs for Survivors of Sexual Assault & Domestic Violence	\$0.43	Details in full description	HHS	Details in full description	Details in full description	Formula Grants to States & Territories
Expansion Grants for Community Behavioral Health Clinics	\$0.42	Until expended	HHS	For expanding the capacity of communities and organizations providing behavioral health services	Service providers that meet the criteria for Certified Community Behavioral Health Clinics under Medicaid can apply	Competitive Funds
Child Abuse Prevention & Treatment	\$0.35	9/30/2023	HHS	For increasing funding to Child Protective Services	CAPTA formula grant	Formula Grants to States & Territories
Family Violence Prevention Services	\$0.18	Until expended	HHS	For expanding the capacity of existing programs for emergency shelter and assistance for sexual assault and domestic violence survivors	FVPSA formula grants	Formula Grants to States & Territories

8. Housing & Utility Assistance

\$47.1B Nationally – Locally \$40K+ in water utility arrearage

Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
Rental Assistance	\$21.55	9/30/2025	Treasury	For stabilizing rents and helping landlords cover costs	CARES act formula allocation	Formula Grants to States & Territories
Homeowner Assistance Fund	\$9.60	9/30/2025	Treasury	individual relief	Individuals apply through state portals.	Formula Grants to States & Territories
Emergency Housing Vouchers	\$5.00	9/30/1930	HUD	For emergency housing vouchers to individuals and families who are experiencing homelessness or at-risk of homelessness	Section 8 Housing Choice Voucher Allocation to PHAs	Formula grants to Public Authorities & Quasi-Public Nonprofits
Homelessness Assistance & Supportive Services	\$5.00	9/30/2025	HUD	For supportive services, affordable housing construction, emergency shelter grants, permanent supportive housing, and the conversion of hotels and motels into housing. Services serve homelessness or at-risk pop.	HOME formula	Formula grants to Cities & Counties
Low Income Heating and Energy Assistance Program (LIHEAP)	\$4.50	9/30/2022	HHS	For building state capacity to support and accept LIHEAP funding applications	LIHEAP formula allocation	Formula Grants to States & Territories
Veteran's State Home Relief	\$0.75	9/30/2022	VA	For improving veteran living conditions and prevent veteran homelessness	Construction grants (\$500 million) and direct payments in proportion to residents (\$250 million) to State Veterans Homes.	Formula grants to Public Authorities & Quasi-Public Nonprofits
Low Income Home Water Assistance Program (LIHWAP)	\$0.50	Until expended	HHS	For reducing arrears of and rates charged to low-income households	LIHWAP formula allocation (to owners & operators of public water systems by state)	Formula Grants to States & Territories
Housing Counseling	\$0.10	9/30/2025	HUD	For housing counseling services	Grants to housing counseling intermediaries, no more than 15% to Neighborworks America	Formula grants to Public Authorities & Quasi-Public Nonprofits
Rental Assistance for rural low income & elderly borrowers	\$0.10	9/30/2022	USDA	individual relief	Apply through USDA	Individual Relief

9. Hunger Relief – SNAP, WIC, Shelters, School Meals

\$12.04B Nationally



Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
Pandemic EBT Youth Nutrition	\$5.00	9/30/2021	USDA	For increasing EBT benefits by 15% through summer school	FFCRA formula allocation	Formula Grants to States & Territories
Strengthening the Food Supply Chain	\$4.00	Until expended	USDA	For supporting the food supply chain through a variety of purchases (including food banks), details in the full description.	TBA, details in the full description.	Reimbursement & Public Procurement
Supplemental Nutrition Assistance Program (SNAP)	\$2.15	9/30/2021	USDA	For a 15% SNAP increase, plus \$1 billion for territories	SNAP formula	Formula Grants to States & Territories
WIC benefits value increase	\$0.49	9/30/2021	USDA	For increasing WIC to a \$35 monthly benefit for 4 months	State agencies must apply	Formula Grants to States & Territories
Emergency Food & Shelter Program	\$0.40	9/30/2025	DHS	For supporting organizations providing shelter, food, and supportive services to individuals, families, and households who have economic-related emergencies.	Non-profits and city agencies can apply	Competitive Funds
Meal Reimbursements for At-risk School Children at Emergency Shelters		9/31/22	USDA	For reimbursing eligible emergency shelters and schools for meals, snacks, and assistance for individuals under the age of 25 since beginning of pandemic	Emergency shelters and schools	Reimbursement & Public Procurement

10. Individual Relief

\$842.45B Nationally



Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party
\$1,400 Individual Stimulus Payments	\$411.00	Until expended	Treasury	Individual Relief	Automatic through tax ID number
Unemployment Insurance & UI Tax Exemption	\$289.00	9/6/2021	Treasury	Individual Relief	Apply through state unemployment offices
Child Tax Credit & EITC Expansion	\$135.00	12/30/2021	Treasury	Individual Relief	File on tax return
Additional expanded Tax Credits	\$6.45	9/30/2021	Treasury	Individual Relief	File on tax return
Veteran's Healthcare Debt Relief	\$1.00	9/30/2021	VA	Individual Relief	Apply through VA

11. Infrastructure

\$22.1B Nationally



Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
State Small Business Credit Initiative	\$10.00	Until expended	Treasury	For state small business support & capital access programs	State Economic Development Office & Tribes	Capital Products
Capital Projects Fund (Broadband)	\$10.00	9/30/2021	Treasury	For capital projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency	\$100 million grants to each state, then a population-based formula (\$1M CC)	Formula Grants to States & Tribes
Local Assistance & Tribal Consistency Fund	\$2.00	9/30/2023	Treasury	For County & Tribal Governments to use as they see fit. Allocates \$1.5 billion to revenue-sharing counties over FY 22 & 23. Provides tribal governments \$500M over same period.	For Revenue Sharing Counties – No details yet on allocation.	Formula Grants to Counties & Tribes
EPA grants for pollution in low-income communities	\$0.10	Until expended	EPA	For pollution mitigation in low-income communities	Public bodies, non-profit organizations, and businesses can apply	Competitive Funds

12. Pension Relief

\$86B Nationally



Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
Multiemployer Pension Relief Fund	\$86.00	9/30/2030	US Pension Guaranty Corp.	For covering benefits due on plans until 2051	Manager of a financially troubled multi-employer pension	Capital Products

According to the American Academy of Actuaries only 1M people will receive benefits through their pension. Likely very few in Clallam. Primarily large companies in the retail, service, construction, manufacturing, mining, transportation, and entertainment industries.

13. Public Hiring - AmeriCorps



Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
AmeriCorps	\$1.00	9/30/2024	Americorps	For increasing the AmeriCorps living allowance	AmeriCorps and partners	Reimbursement & Public Procurement

Mark Duncan, Outreach Specialist for Washington AmeriCorps.

The Olympic Peninsula has access to these workers.

OlyCap has a team of AmeriCorps Seniors Program – Most in Jefferson County.

14. Transportation



Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
FTA Grants	\$30.50	9/30/2024	DOT	For helping public transit agencies avoid layoffs and service reductions	Urbanized Area Formula Grants, details in Full Description column.	Formula grants to Public Authorities & Quasi-Public Nonprofits
Airport Relief	\$.10	9/30/2024	DOT	For preventing, preparing for, and responding to COVID-19	Smaller airports will receive \$100 million based on airport categories.	Formula grants to Public Authorities & Quasi-Public Nonprofits

FTA Funding	Allocation to Clallam Transit	Airport Relief	Allocation to Port of PA
CARES Act	\$4,428,176	CARES Act	\$69,000
CRRSAA	\$7,498,864	CRRSAA	\$0
ARPA	TBD but >CARES & CRRSAA	ARPA	\$23,000
Total	TBD	Total	\$92,000

15. BUSINESS AND FARM RELIEF- Nationally

Program	Amount (\$ billion)	Expiration	Federal Agency	Uses	Allocation formula / applying party	Funding Type
Restaurant Revitalization Fund	\$28.60	Until expended	SBA	For incurred and additional eligible expenses for food & beverage businesses	Eligible businesses can apply	Competitive Funds
Targeted EIDL Advance	\$15.00	Until expended	SBA	For business continuity, adaptation, and resiliency in low-income communities	Small business	Capital Products
Rural Provider Relief	\$8.50	Until expended	Treasury	For reimbursing expenses and lost revenues attributable to COVID-19	Eligible healthcare providers	Reimbursement & Public Procurement
Paycheck Protection Program	\$7.25	5/31/2021	SBA	For covering payroll and other expenses	Small business	Capital Products
Debt Relief for Disadvantaged Farmers	\$4.00	Until expended	USDA	individual relief	Apply through USDA	Individual Relief
Families First Coronavirus Response Credit (FFCRC)	\$3.54	9/30/2021	Treasury	individual relief	File on tax return	Individual Relief
Employee Retention Credit (ERC)	\$2.00	9/30/2021	Treasury	individual relief	File on tax return	Individual Relief
Shuttered Venue Operators Fund	\$1.25	Until expended	SBA	For covering up to 45% of venue gross revenue, up to \$10 million	Eligible businesses can apply	Competitive Funds
Support for disadvantaged farmers	\$1.00	Until expended	USDA	individual relief	TBA	Individual Relief
Use of the commodity credit corporation	\$0.80	9/30/2022	USDA	For the purchase, package, transport, and handling of agricultural commodities	Commodity farmers	Reimbursement & Public Procurement
COVID-19 Arts Relief	\$0.14	Until expended	NEA	For covering up to 100% of administrative expenses, operating costs, and programs to prevent, prepare for, respond to, and recover from the pandemic	Local arts organizations and venues can apply	Competitive Funds
COVID-19 Humanities Relief	\$0.14	Until expended	NEH	For covering up to 100% of administrative expenses, operating costs, and programs to prevent, prepare for, respond to, and recover from the pandemic	Local cultural organizations and venues can apply	Competitive Funds

15. BUSINESS AND FARM RELIEF

Known Data on Funding Distributed in Clallam

Program	Amount Funded	Expiration	Details	Status
Restaurant Revitalization Fund	TBD	Closed	2 Restaurants of 80 have received funding \$75B nationally of ask; \$28.6B available.	
Targeted & Supplemental EIDL Advance 8 census tracts in County Designated as low-income community	\$1.369M in Advances TBD	Until expended	731 EIDL Loans in 2020 = \$34.9M; \$1.369M in EIDL Advances;	Difficult to access
Rural Provider Relief	\$25.5M in Round 1 & 2	Round 1 & 2 Closed Round 3 open soon	103 Awards county wide; Round 3 will provide \$8.5M Nationally	Windfall for Some
Paycheck Protection Program	\$114.75M	Closed	2020: 1440 = \$85.48M & 11,441 Empl 2021: 519 = \$29.27M & 3,703 Empl	Windfall for Some Some Banks 2 nd Round Problematic
Families First Coronavirus Response Credit (FFCRC)	\$3.54	9/30/2021	File on tax return; Microbusinesses challenged by complexity	Ongoing – complex process
Employee Retention Credit (ERC)	\$2.00			
Shuttered Venue Operators Fund	\$1.25	Closed	No data for Clallam – only for Brick & Mortar Businesses	Competitive Funds

15. USDA FARM RELIEF – Locally Distributed

Program	Amount	Expiration	Details	Status
Debt Relief for Disadvantaged Farmers	\$4.00	Until expended	individual relief; Apply through USDA	To Be Determined
Support for disadvantaged farmers	\$1.00	Until expended	individual relief	
Use of the commodity credit corporation	\$0.80	9/30/2022	For the purchase, package, transport, and handling of agricultural commodities; Reimbursement & Public Procurement	

Working WA Grants via Dept of Commerce

Known Data on Funding Distributed in Clallam

Name of Grant	Funding Received	# Biz Awarded	# Clallam Biz Applied	Notes
WW1	\$167,194	48	670	~\$3500 ave grant amount
WW2	\$110,390	26	161	~\$4250 ave grant amount
Chamber Grants	\$35,000	4	4	\$5 & \$10K grant amounts
Resiliency Grants	\$112,000	14	Unknown	Targeted to BIPOC
WW3	\$1,162,500	93	8% of applicants awarded statewide	\$12,500 each Must be brick & mortar, targeted to restaurants, bars & venues
WW4	TBD	TBD (about 25)	Unknown	Non-profits ineligible; must be brick & mortar, >\$25K Rev in 2020; Up to \$30K

Lifeboat Grants via Clallam County

Known Data on Funding Distributed in Clallam

Name of Grant	Funding Received	# Biz Awarded	# Clallam Biz Applied	Notes
Lifeboat 1	\$315,000	68	207	\$4,632 ave grant award
Lifeboat 2	\$1,345,300	208	382	\$500K to Black Ball \$200K to ACTI

Other grants include: \$500K from City of Sequim, \$82K from CDBG Micro-Enterprise Grant; Fall Childcare Covid-19 Grant; Childcare grants for non- profits and tribal governments; ArtsWA Grant; Forks City Grant (Closed) and Keeping the Lights On grants.

State Capital Budget Appropriations

Known Data on Funding Distributed in Clallam

WA State 2021-23 Capital Budget - Total 24th Legislative District - \$32,830,000			
Port Angeles Waterfront Center dba Field Arts & Events Hall	2,000,000	Rural Broadband Tower Upgrades at Blyn & Capitol Peak	400,000
Sequim City Band	250,000	Coastal Restoration Bogachiel River Restoration & Resilience Assessment	480,000
PNNL Marine and Coastal Research Lab (Sequim)	4,800,000	Coastal Restoration Lower Quillayute River	2,000,000
North Olympic Library System (Sequim)	2,000,000	RP Hoko River Watershed Conservation Ph 1	566,000
Clallam Joint Emergency Services (Port Angeles)	1,200,000	Olympic Disc Trail Anderson Lake Connection	2,189,000
Northwest Kidney Centers Clinic (Port Angeles)	900,000	Wildlife Rec TR Olympic Disc Trail Forks to La Push	905,000
Shipley Senior Center (Sequim)	463,000	Wildlife Rec TR Race Street to Olympic NP Shared Use Trail	400,000
Port Angeles Food Bank (Port Angeles)	1,050,000	Wildlife Recreation WA Miller Peninsula Jones Trust Prop	621,000
Port Angeles Harbor (Rayonier Mill & Western PA Harbor)	875,000	Youth Athletic Facilities Port Angeles Pumptrack	350,000
Dungeness River Floodplains and Farmlands	9,895,000	Youth Athletic Facilities Volunteer Field Turf	350,000
DFW Snow Creek Reconstruct Facility	900,000	Youth Athletic Facilities Youth Outdoor Activity Area Sequim Boys & Girls Club	36,000
DFW - Sol Duc Hatchery Modifications	200,000		

Rep Kilmer's Community Project Funding Requests - Awards Have Not Yet Been Appropriated

Project Name	Requested Amount	Recipient
Hoh Tribe Relocation Development	\$2,200,000	The Hoh Tribe
Port Angeles Food Bank's Nourish to Flourish Expansion	\$900,000	Port Angeles Food Bank
Quileute Move to Higher Ground Water System Improvement	\$1,479,355	Quileute Tribe of the Quileute Reservation

Business Gaps Identified

PPP Issues

- 31 businesses identified that applied for second round of funding, but due to issues involving their 2020 SBA Forgiveness application & timing of approvals, they did not receive a second round.
- These businesses experienced a 25%+ drop in revenues in a quarter while employees were working but did not receive a PPP Loan.
- Some businesses in first round were not dramatically affected by the closures.
- Many small businesses banked with large national banks that had limited funding through SBA.
- Startup businesses were ineligible.

Business Gaps Identified

Events / Festival / Venues

Shuttered Venue Operators Grant (SVOG)

- Few Eligible – Brick & Mortar Requirement
- Numerous Many Program Issues;
- Thus far SBA has reported only 1 WA State Company to receive funding

Event Planners & Festival Operators

- Do not qualify for SVOG funding
- Both Non-Profit and For Profit rely upon event revenues to support year-round preparation for events.
- Typically, few employees so PPP does not support their expense types
- For Profit businesses are ineligible for Keeping the Lights On (LTAC)

Business Gaps Identified

Fishing Guides

- Department of Fish & Wildlife changed rules on rivers
- Not related to COVID-19 Pandemic, but new rules substantially interrupted seasonal business operations that owners relied upon.
- Complete closures did not qualify for state funding types – no program supported their situation.

Business Gaps Identified

Restaurants

Restaurant Revitalization Fund

- Contacted 80 Clallam County Restaurants;
- Many felt too complex to apply
- Thus far we are aware of 2 that have received funding

Business Gaps Identified

Complex Tax Requirements >> CPA Needed

FFCRC (Families First Coronavirus Response Credit) & Employee Retention Tax Credit (ERC)

- Complex Reimbursement – larger Non-Profits and Businesses will take advantage of the program.
- Requires Sophistication and Scale to make process worthwhile

Targeted EIDL Grants & Supplemental Grants

- Many Technical Issues with EINs & location (No PO Box)
- Spouses

Recommendation: Small Business Advisors should be actively reaching out to microenterprises by making calls and meeting with intermediaries to support the process for 2021 tax returns.

FARM RELIEF —

Specialized Business Programs Not Yet Rolled Out

- Support for Disadvantaged farmers
- Use of the commodity credit corporation
- COVID-19 Arts Relief – Minimal Funding
- COVID-19 Humanities Relief – Minimal Funding

Deploying ARPA Funds

Brookings Institute Recommendations

1. Focus on the System: Take an ecosystem approach
2. Build capacity: Create intermediaries that can get stuff done more efficiently
3. Leverage: Ensure that public resources catalyze private and civic investment
4. Transact: Focus on capital investments on overlooked priorities
5. Innovate: Build new financing and business models for equitable recovery



Clallam County Economic Development Council

1. Focus on the System: Take an ecosystem approach

Cities and counties must take an ecosystem approach to small business growth and business district regeneration. They must move from a history of siloed transactions to a cohesive system of transformation.

- The overarching objective of small business-oriented relief and recovery investments must be to create strong ecosystems that give small businesses and entrepreneurs (irrespective of sector) ready access to information, customers, services, capital and locations. Ecosystems should:

- Maintain real-time information on the number, size and sector of businesses;
- Use anchor and collective purchasing demand (and the demand flowing from public spending) to grow the number and size of local vendors that can meet these needs;
- Provide quality capital, both debt and equity, that is fit to purpose and aligned with the needs of small businesses in different sectors and stages of growth;
- Manage and market the business districts and commercial corridors where many small businesses co-locate.



Clallam County Economic Development Council

2. Build capacity: Create intermediaries that can get stuff done

Cities and counties should create intermediaries with the capacity, capital and community standing to drive the growth of small business growth. In concrete terms, that means multi-year operations support for critically needed intermediary organizations. The four-year duration of the flexible funding to cities and counties enables this multi-year approach.

As capacity gets built, the geography of the effort must be an intentional design feature. In many places, capacity building must be a regional exercise that deliberately focuses on pockets of distress, not an effort bounded artificially by municipal boundaries. It will be important for recipients of the funds to know that they can spend money to help people and businesses beyond the borders of their current geographies as it makes sense.



Clallam County Economic Development Council

3. Leverage: Ensure that public resources catalyze private investment

Supporting intermediaries can use their new found capacity to leverage substantial public and private resources.

- An effective Supplier Diversity Intermediary can put billions from anticipated forthcoming federal and state infrastructure spending in the service of growing small businesses.
- Entrepreneurial Support Organizations can leverage SBA and other federal financial products for large-scale impact.
- A Regeneration Alliance can weave together bank debt, philanthropic grants, federal tax incentives, private equity investment and federal community development programs for the regeneration of commercial corridors and business districts.
- In all these cases, one dollar of funding for capacity-building to support professional staff and technology driven operations and accountability on the front end can leverage anywhere from \$50 to \$100 and more in public, private and civic financing—producing returns that are much larger than the initial investment.



Clallam County Economic Development Council

4. Transact: Focus on capital investments on overlooked priorities

- Cities and counties can use federal ARP funds to make direct capital investments in areas that have been inadequately covered by federal relief to date. For example, this funding may provide an opportunity for cities to address some of their most chronic problem properties coming out of the pandemic. Neighborhood business districts in many cities and counties across the country suffer from decades of disinvestment. The impact of COVID on these communities has been significant, often amplifying the stresses they were already underway and increasing commercial and residential vacancies.
- Public or quasi-public acquisition and redevelopment of residential and commercial buildings could contribute positively to the neighborhoods in a multitude of ways. These span from addressing the current problems (preventing a downward spiral in property values) to building a more inclusive post-pandemic economy (creating attractive locations at reasonable costs for small businesses and adding substantially to affordable housing stock).



Clallam County Economic Development Council

5. Innovate: Build new financing and business models for equitable recovery

- Cities and counties can test new business and financing models to ensure that entrepreneurs restart and grow their companies with capital and supports that are fit to purpose.
- A Chamber could consider *shared services* for small businesses located along the same commercial corridor. Many places already do this to an extent by providing joint marketing and branding efforts for an entire business district. In addition to this more conventional form of business support, the intermediary would also procure goods and services that all businesses require. Beyond many common services, these intermediaries could provide back-office functions for individual businesses (e.g., legal, accounting, tax payments) as well as access to potential workers.



Clallam County Economic Development Council

10
6/14/21



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 6-14-21

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

County Spotlight Video

TVW is launching a new video series that will highlight each county, and the Washington Association of Counties has encouraged us to identify the "five most notable things about our county." Today's discussion will focus on what we might hope to highlight in this video opportunity.

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?)

Discussion on County Spotlight Video.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 6-9-21

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



AGENDA ITEM SUMMARY

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

11
6/14/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 06-14-21

REGULAR AGENDA ☒ Meeting Date: 06-22-21

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Conservation Futures Program Advisory Board due to a resignation.

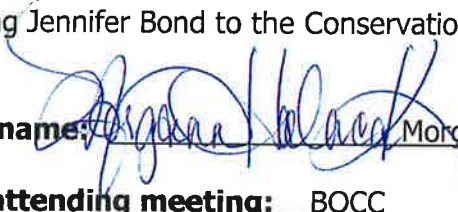
The Executive Director of Clallam Conservation District notified staff that their representative will be Jennifer Bond.

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

None

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

Approve and sign resolution appointing Jennifer Bond to the Conservation futures Program Advisory Board.

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

Name of Employee/Stakeholder attending meeting: BOCC

Relevant Departments: BOCC

Date submitted: 06-09-21

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

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

Appointing Jennifer Bond 06-22-21

Revised: 3-04-2019



RESOLUTION _____, 2021

APPOINTING A MEMBER TO THE
CONSERVATION FUTURES PROGRAM ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Conservation Futures Program Advisory Board due to a resignation.
2. The Executive Director of Clallam Conservation District notified staff that their representative will be Jennifer Bond.

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

1. **Jennifer Bond** is appointed to serve as the Clallam Conservation District (ex-officio) representative for a standing term.

PASSED AND ADOPTED this 22nd of June 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach

cc: A22.33
Appointee (s)
BOCC



AGENDA ITEM SUMMARY

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

12
6/14/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 06/14/21

REGULAR AGENDA ☒ Meeting Date: 06/15/21

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on June 29, 2021

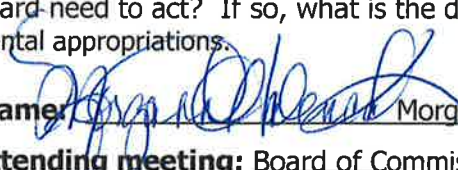
Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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

Non Departmental – American Rescue Plan Act – \$7,500,000

Health and Human Services Environmental Health – \$6,500

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of supplemental appropriations.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: June 9, 2021

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



NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on June 29, 2021 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

Non Departmental – American Rescue Plan Act – Additional stimulus funding from the US Department of Treasury – American Rescue Plan Act to be used through December 31, 2024/\$7,500,000
Health and Human Services Environmental Health – Funding for laboratory testing and monitoring of community beaches/\$6,500

Copies of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: 15 June 2021

Mark Ozias, Chair

Publish: June 20 and 27

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 5/20/2021 ✓

Budget Hearing/Meeting Date: 6/29/2021 ✓

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

Budget Number xxxxx.xxx.	19961.291 ✓	Budget Name	NonDept – American Rescue Plan Act ✓
---------------------------------	-------------	--------------------	--------------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291 ✓	NonDept – American Rescue Plan Act	33121.00.0000 ✓	US Treasury American Rescue Plan Act	7,500,000
Total				7,500,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291 ✓	NonDept – ✓ American Rescue Plan Act	51420.49.0225 ✓	Unanticipated Services	7,500,000
Total				7,500,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional stimulus funding as a result of the US Dept. of Treasury - American Rescue Plan Act in the amount of \$15 million. \$7.5 Million will be received in 2021 and \$7.5 million in 2022. These funds will be eligible for use through December 31, 2024.

County Official Approval: _____

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

A handwritten signature in black ink, appearing to be "J. Cook".

A handwritten signature in black ink, appearing to be "J. Cook".

66

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE



Date Submitted: 5/28/21

Budget Hearing/Meeting Date: 6/29/21

JUN 01 2021

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

Budget Number xxxxx.xxx.	00100.511 ✓	Budget Name	HHS Environmental Health ✓
--------------------------	-------------	-------------	----------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS Env. Health ✓	33366.47.2000 ✓	EPA Swimming Beach Act Grant	6,500
Total				6,500 ✓

EXPENDITURES

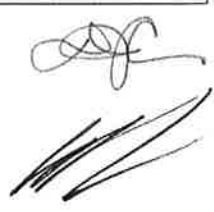
BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS – Env, Health ✓	56252.31.0075 ✓	Laboratory Supplies	1,000
00100.511 ✓	HHS – Env. Health ✓	56252.41.0020 ✓	Professional Services	3,875
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	1,625
Total				6,500 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

DOH Consolidated Contract amendment #21 adds funding for laboratory testing and monitoring of community beaches.

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





AGENDA ITEM SUMMARY

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

13
6/14/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 6/14/21

REGULAR AGENDA ☒ Meeting Date: 6/15/21

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on June 29, 2021

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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

Non Departmental - \$3,600
Non Departmental - \$7,500
Non Departmental - \$5,000
Non Departmental – Hotel/Motel Tax - \$107,142
Non Departmental – Hotel/Motel Tax - \$107,842
BOCC Operations – \$33,828
District Court II – \$22,573
Parks and Facilities – REET – \$48,000
Parks and Facilities - \$12,532
Public Works – Clallam Bay/Seki Sewer - \$298,000
Public Works – Clallam Bay/Seki Sewer - \$298,000
Public Works – Clallam Bay/Seki Sewer - \$48,000
Public Works – Clallam Bay/Seki Sewer Cap Replace - \$298,000
Public Works – Clallam Bay/Seki Sewer Cap Replace - \$298,000

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

Approve the attached notice of debatable emergencies.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: June 9, 2021

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

Budget Debatables 06-15-21
Revised: 3-04-2019

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



BUDGET RESOLUTION _____, 2021

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

Non Departmental

- Additional funding for professional services for coordination services for the County Wide Broadband Expansion Project/\$3,600
- Additional funding for contract with CBG Communication for professional services for review and evaluation for the County Wide Broadband Expansion Project/\$7,500
- Additional funding for the new Districting Commission contract/\$5,000

Non Departmental – Hotel/Motel Tax

- Additional funding for approved Hotel/Motel Tax Fund applications/\$107,142
- Additional funding for approved Hotel/Motel Fund "Keep the Lights on COVID" applications/\$107,842

BOCC Operations – Additional funding for salary and benefits for additional hours of BOCC Analysis positions to be reimbursed by the American Rescue Plan/\$33,828

District Court II – Additional funding for salary and benefits for appointment of new Judge and Clerk position reclassification; additional overtime for cleaning and sanitation due to COVID 19/\$22,573

Parks and Facilities – REET – Transfer of funding to the Clallam Bay/Seki Sewer (1of2)/\$48,000

Parks and Facilities - Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in May, 2021 expected to be reimbursed through FEMA/\$12,532

Public Works – Clallam Bay/Seki Sewer

- Repayment of funds used to provide bridge working capital (1of2)/\$298,000
- Transfer of funds to provide bridge working capital (2of2)/\$298,000
- Transfer of funding from Parks and Facilities REET 1 to Clallam Bay/Seki Sewer (2of2)/\$48,000

Public Works – Clallam Bay/Seki Sewer Cap Replace

- Repayment of funds used to provide bridge working capital (2of2)/\$298,000
- Transfer of funds to provide bridge working capital (1of2)/\$298,000

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

1. A public hearing on the debatable emergencies listed above will be held June 29, 2021 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 15th day of June 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: June 20, 2021

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 5/14/2021 ✓

Budget Hearing/Meeting Date: 6/29/2021 ✓

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

Budget Number xxxxx.xxx.	00100.291 ✓	Budget Name	NonDepartmental ✓
--------------------------	-------------	-------------	-------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	3,600
Total				3,600 ✓

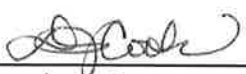
EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.291 ✓	NonDepartmental ✓	51420.41.0020 ✓	Professional Services	3,600
Total				3,600 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding in the amount of \$3,600 is needed to cover coordination services for the County Wide Broadband Expansion Project. These services will be needed for three months until a Broadband Coordinator/Consultant can be hired.

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




CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 5/25/2021 ✓

Budget Hearing/Meeting Date: 6/29/2021 ✓

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

Budget Number xxxxx.xxx.	00100.291 ✓	Budget Name	NonDepartmental ✓
---------------------------------	-------------	--------------------	-------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	7,500
Total				7,500 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.291 ✓	NonDepartmental ✓	51420.41.0020 ✓	Professional Services	7,500
Total				7,500 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding in the amount of \$7,500 for our new contract with CBG Communications. CBG Communications will provide professional review and evaluation of broadband deployment scenarios for the Clallam County Broadband Team until the team has established a working structure to self-manage broadband expansion.

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




CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 5/07/2021 ✓

Budget Hearing/Meeting Date: 6/29/2021 ✓

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

Budget Number xxxxx.xxx.	00100.291 ✓	Budget Name	NonDepartmental ✓
--------------------------	-------------	-------------	-------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	5,000
Total				5,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.291 ✓	NonDepartmental ✓	51420.49.0410 ✓	Districting Commission Services	5,000
Total				5,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding in the amount of \$5,000 is needed for the new Districting Commission contract which totals \$15,000.

County Official Approval: _____

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

6A

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 5/20/2021 ✓

Budget Hearing/Meeting Date: 6/29/2021 ✓

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

Budget Number xxxxx.xxx.	19925.291 ✓	Budget Name	NonDept – Hotel/Motel Tax ✓
---------------------------------	-------------	--------------------	-----------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	50800.00.0000	Ending Fund Balance	107,142
Total				107,142 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0162 ✓	Forks Chamber of Commerce	40,000
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0185 ✓	Forks Timber Museum	67,142
Total				107,142 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funds for newly approved Hotel/Motel Tax Fund applications: Forks Chamber of Commerce - of \$40,000 for a new website and roof; Forks Timber Museum - \$67,142 for a new roof.

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




CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 5/20/2021 ✓

Budget Hearing/Meeting Date: 6/29/2021 ✓

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

Budget Number xxxxx.xxx.	19925.291 ✓	Budget Name	NonDept – Hotel/Motel Tax ✓
---------------------------------	-------------	--------------------	-----------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19925.291 ✓	NonDept – ✓ Hotel/Motel Tax	50800.00.0000	Ending Fund Balance	107,842
Total				107,842 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19925.291 ✓	NonDept – ✓ Hotel/Motel Tax	55730.49.0230 ✓	Unanticipated Projects	107,842
Total				107,842 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funds for newly approved Hotel/Motel Tax Fund "Keep the Lights on COVID" applications: Sequim Irrigation Festival - \$15,850; Lincoln Park BMX Assoc. – 5,000; Feiro Marine Life Center – \$11,309; Forks Old Fashioned 4th of July Committee - \$20,000; Forks Timber Museum – \$17,583; Dungeness River Audubon Center - \$25,000; Dungeness Crab & Seafood Festival - \$13,100.

County Official Approval: _____

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

68

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 5/20/2021 ✓

Budget Hearing/Meeting Date: 6/29/2021 ✓

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

Budget Number xxxxx.xxx.	00100.241 ✓	Budget Name	BOCC Operations ✓
---------------------------------	-------------	--------------------	-------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	33,828
Total				33,828 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.241 ✓	BOCC Operations ✓	51160.10.0010 ✓	Regular Time	21,957
00100.241 ✓	BOCC Operations ✓	51160.20.0020 ✓	Benefits	11,871
Total				33,828 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding for additional hours for BOCC Analysis positions to provide analysis and grant functions originating from the BOCC. These additional hours will be reimbursed by the American Rescue Plan Act.

County Official Approval: _____

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

[Signature]

CLALLAM COUNTY BUDGET CHANGE FORM

MAY 25 2021



Date Submitted: 5/20/2021

Budget Hearing/Meeting Date: 6/29/2021

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

Budget Number xxxxx.xxx.	00100.881 ✓	Budget Name	District Court II ✓
---------------------------------	-------------	--------------------	---------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	21,737
Total				22,573 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.881 ✓	District Court II ✓	51240.10.0010 ✓	Regular Time	15,086
00100.881 ✓	District Court II ✓	51240.10.0500 ✓	Overtime	500
00100.881 ✓	District Court II ✓	51240.20.0020 ✓	Benefits	6987
Total				22,573 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Appointment of new Judge and associated overlapping salaries. Clerk position has been reclassified from range 43 to range 48 with salary adjustment. Additional overtime required for cleaning and sanitation due to COVID 19 as maintenance is unable to accommodate Forks.

County Official Approval:

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

70

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/03/2021 ✓

Budget Hearing/Meeting Date: 6/29/2021 ✓

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

Budget Number xxxxx.xxx.	30101.911 ✓	Budget Name	Parks & Facilities - REET ✓
--------------------------	-------------	-------------	-----------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911 ✓	Parks & Facilities - REET ✓	50800.00.0000 ✓	Ending Fund Balance	48,000
Total				48,000

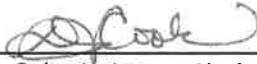
EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911 ✓	Parks & Facilities - REET ✓	59735.00.0070 ✓	Transfer to Clallam Bay/Seki Sewer	48,000
Total				48,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Transfer of funding from Parks & Facilities REET 1 to Clallam Bay/Seki Sewer for an emergency repair of a failed pump at the Seki Pump Station based on additional costs over the initial estimate. (1 of 2)

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




CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

JUN 07 2021



Date Submitted: June 4, 2021

Budget Hearing/Meeting Date: June 29, 2021 ✓

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

Budget Number xxxxx.xxx.	00100.911. ✓	Budget Name	Parks & Facilities ✓
--------------------------	--------------	-------------	----------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund ✓ Reserves	50800.00.0000 ✓	Ending Fund Balance	\$12,532
Total				\$12,532 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.31.0035 ✓	Cleaning and Sanitation Supplies	\$1,582
00100.911. ✓	Parks & Facilities ✓	57680.41.1030 ✓	Personnel Services	\$10,950
Total				\$11,139 12,532 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To pay for additional expenses related to the Covid 19 virus event in Clallam County that were paid from the Parks and Facilities budget in 2021. This is to cover the goods and services expenditures incurred in May 2021, and are expected to be reimbursed through FEMA reimbursements.

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

[Signature]

[Signature]

79

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/02/2021 ✓

Budget Hearing/Meeting Date: 6/29/2021 ✓

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

Budget Number xxxxx.xxx.	41401.611 ✓	Budget Name	PW – Clallam Bay-Sekiu Sewer ✓
--------------------------	-------------	-------------	--------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41401.611 ✓	PW – Clallam Bay-Sekiu Sewer ✓	50800.00.0000 ✓	Ending Fund Balance	298,000
Total				298,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41401.611 ✓	PW – Clallam Bay-Sekiu Sewer ✓	59735.00.0022 ✓	Transfer to Clallam Bay Sekiu Capital	298,000
Total				298,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Repayment of funds used to provide bridge working capital for the Clallam Bay-Sekiu Sewer fund. (1 of 2)

DURING THE DOE-
FUNDED SEWER
IMPROVEMENT
PROJECT

County Official Approval: R. J. L.

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

[Handwritten signature]

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/02/2021 ✓

Budget Hearing/Meeting Date: 6/29/2021 ✓

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

Budget Number xxxxx.xxx.	41401.611 ✓	Budget Name	PW – Clallam Bay-Sekiu Sewer ✓
--------------------------	-------------	-------------	--------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41401.611 ✓	PW – Clallam Bay-Sekiu Sewer ✓	39735.00.0020 ✓	Transfer from Clallam Bay Sekiu Capital	298,000
Total				298,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41401.611 ✓	PW – Clallam Bay-Sekiu Sewer ✓	50800.00.0000 ✓	Ending Fund Balance	298,000
Total				298,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Transfer of funds to provide bridge working capital during the DOE capital improvement projects. (2 of 2)

FUNDED SEWER

County Official Approval: *R. J. L.*
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Signature]

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/03/2021

Budget Hearing/Meeting Date: 6/29/2021

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

Budget Number xxxxx.xxx.	41401.611 ✓	Budget Name	PW – Clallam Bay/Sekiu Sewer ✓
--------------------------	-------------	-------------	--------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41401.611 ✓	PW – Clallam Bay/Sekiu Sewer ✓	39735.00.0070 ✓	Transfer from REET 1	48,000
Total				48,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41401.611 ✓	PW – Clallam Bay/Sekiu Sewer ✓	59430.41.7777 ✓	PW Other Services and Charges	48,000
Total				48,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Transfer of funding from Parks & Facilities REET 1 to Clallam Bay/Sekiu Sewer for an emergency repair of a failed pump at the Sekiu Pump Station based on additional costs over the initial estimate. (2 of 2)

County Official Approval: _____

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

[Handwritten signature]

[Handwritten signature]

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/02/2021

Budget Hearing/Meeting Date: 6/29/2021

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

Budget Number xxxxx.xxx.	41501.611 ✓	Budget Name	PW – Clallam Bay-Sekiu Sewer Cap Replace ✓
--------------------------	-------------	-------------	--

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41501.611 ✓	PW – Clallam Bay-Sekiu Sewer Cap Replace ✓	39735.00.0022 ✓	Transfer from Clallam Bay Sekiu Sewer	298,000
Total				298,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41501.611 ✓	PW – Clallam Bay-Sekiu Sewer Cap Replace ✓	50800.00.0000 ✓	Ending Fund Balance	298,000
Total				298,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Repayment of funds used to provide bridge working capital for the Clallam Bay-Sekiu Sewer fund. (2 of 2)

DURING THE DOE-
FUNDED SEWER
IMPROVEMENT
PROJECT.

County Official Approval: _____

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

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/02/2021 ✓

Budget Hearing/Meeting Date: 6/29/2021 ✓

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

Budget Number xxxxx.xxx.	41501.611 ✓	Budget Name	PW – Clallam Bay-Sekiu Sewer Cap Replace ✓
---------------------------------	-------------	--------------------	--

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41501.611 ✓	PW – Clallam Bay-Sekiu Sewer Cap Replace ✓	50800.00.0000 ✓	Ending Fund Balance	298,000
Total				298,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41501.611 ✓	PW – Clallam Bay-Sekiu Sewer Cap Replace ✓	59735.00.0020 ✓	Transfer to Clallam Bay Sekiu Sewer	298,000
Total				298,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Transfer of funds to provide bridge working capital during the DOE capital improvement projects. (1 of 2)

County Official Approval: _____

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

FUNDED SEWER

[Handwritten signatures]

75

14
6/4/21



AGENDA ITEM SUMMARY

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

Department: Finance

WORK SESSION ☒ Meeting Date: 6/14/2021

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

MAY 2021 FINANCIAL RESULTS AND REVISED PROJECTION FOR 2021—EXECUTIVE SUMMARY:

May 2021 YTD General Fund Results

The May YTD General Fund Financial Review compared to the same period in 2020 is attached along with comparison to the original budget for 2021 and a revised annual projection for 2021.

YTD May 2021 revenue totaled \$18,354k as compared to \$16,780k in 2020, representing an increase of \$1,574k. Excluding YTD COVID related reimbursements from AOC CARES & FEMA of \$606k, YTD revenues totaled \$17,748k, an increase of \$968k from prior year. YTD expenditures in May were \$17,453k (which includes \$704k of COVID-related costs) as compared to \$19,072k in 2020 (which includes \$187k of COVID-related costs) for a decrease of \$1,619k. Excluding COVID-related revenues/expenditures, the General Fund generated an operating surplus of \$999k, as compared to a deficit of (\$2,105k) in May 2020, an improvement of \$3,104k. Including COVID-related activity, the General Fund generated an operating surplus for YTD May 2021 of \$901k. The General Fund finished May with an ending Fund Balance reserve of \$15,425k, or \$2,475k higher than prior year.

Please refer to the attached schedule that provides further detail of the major factors that make up these changes and performance to budget. Revenues overall (excluding COVID reimbursements) were at 43.7% of the 2021 budget for May YTD, ahead of last year's 39.1%. All revenue categories with the exception of Charges for Goods & Services, Timber Revenues and Transfers In were up year-over-year in May and were pacing at or above 2020 relative to the annual budget. Goods & Services are down compared to last year due to timing and amount of election services revenues received last year. Timber revenue is pacing behind last year due to timing of payments from DNR relating to weather-related delays in harvest areas earlier this year which appears to be correcting itself as May

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

Agenda Item Summary How Did We Do--May 2021.docx

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

Revised: 3-04-2020

payments were received. Transfers In were down relative to last year due to timing of grant reimbursement-funded transfers from the Lower Dungeness project. Tax revenue continued to pace well ahead of budget (52.8% vs last year's 46.8%) driven primarily due to continued strong retail sales tax growth YTD of 28%, as compared to a -0.6% contraction assumed in the first five months of the 2021 budget due to COVID-related economic concerns. Retail sales tax for the month of May was up 73% from a year ago, due to the 15% drop in retail sales tax experienced last May when the full impact of the COVID economic shutdown was felt. Property tax revenue YTD was also pacing ahead of budget relative to prior year (58.8% vs 56.3%). Miscellaneous revenues continued to pace significantly ahead in May vs prior year, mainly due to a significant increase in camping fee reservations, as offset by declining interest income. Licensing & Permits were up 38% to prior year, driven by stronger than expected building permit revenue which are up 55% to last year. Fines & Penalties are also pacing well ahead of last year (49.4% vs 37.4% last year). Through May 2021 YTD, the County's general fund had received \$134k of FEMA reimbursements of COVID-19 related expenditures incurred in 2020, and \$447k of AOC CARES reimbursements related to the JAVs courtroom technology project.

Turning to expenditures, YTD expenditures (excluding COVID-related) totaled \$16,749k, a decrease of \$2,136k over prior year and were pacing at 38.1% of budget, below last year's 41.1%. This decrease was driven mainly by the \$1.7 million of prior year non-COVID Transfers Out made to the facilities and IT capital project funds. The remainder of the underspend was principally in Services caused principally by a change in accounting for indirect charges earned by the General Fund that took place at the end of 2020, lower travel and postage costs, and lower repairs and maintenance costs, as partly offset by higher professional services and increases in other areas. All other expenditure categories were at or below last year as a % of the annual budget with the exception of Services which was up mainly due to timing differences.

2021 PROJECTION—GENERAL FUND

Based on continued higher than expected performance across several general fund revenue streams including sales tax, building-related licensing and permits and fines & penalties, projected results for 2021 for these revenue streams were revised upward. Offsetting this was elimination of approximately \$203k of Goods & Services revenue and \$115k of Misc Revenue relating to the cancellation of the County, as partially offset by some reductions in fair-related costs.

REVENUES--Overall revenues are now projected to total \$42,847k, an increase of \$1,724k over the 2021 budget. This is reflective of several factors. First, Tax revenue is projected to outperform budget by \$1,659k (an increase of \$662k over our last forecast) due to the strong YTD May sales tax growth of 28%, and the resulting revision of growth estimates expected for the remainder of the year based on this better than expected performance discussed in our prior month's report. Sales tax growth in 2021 is now projected to grow 14.1% over prior year, as compared to a -3.1% decrease budgeted and 10.1% growth in our last forecast. Year-over-year sales tax growth is expected to continue at double digit rates for the 2nd quarter due to the dramatic decline in prior year sales tax due to the onset of the COVID pandemic, and then leveling off to high single digit growth in the 3rd quarter and 3-4% growth in 4th quarter as year-over-year comparables become more challenging. In the event the level of growth seen thus far this year in sales taxes continues into the 2nd half of the year, we could potentially still outperform our current Tax revenue forecast by an additional \$400-\$500k. With the exception of reducing my estimate for Timber Excise Tax by approximately \$100k given how much softer we finished 2020 relative to budget, I have left my other tax assumptions

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

Agenda Item Summary How Did We Do--May 2021.docx

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

Revised: 3-04-2020

relating to property tax and excise taxes for the balance of 2021 unchanged from the budget at this time.

Licenses & Permits are projected to outperform budget by 14% due to continued strong building permit trends where YTD May saw growth of 55%. Misc Revenue is projected to exceed budget by 6% due to stronger campground revenues and increases in other areas. COVID-related Intergovernmental Revenues are projected to exceed budget by \$406k due to the unbudgeted spillover of FEMA reimbursements of eligible COVID-related costs from 2020 to 2021, coupled with additional FEMA funds to be received related to a recent Presidential order under which FEMA will be covering 100% of eligible COVID costs incurred, rather than the 75% originally covered. In addition, FEMA/American Rescue Plan reimbursement revenue has been added to reflect the current pacing of COVID-related expenses that are being incurred by the County's general fund that are projected to continue through the end of the 3rd quarter.

Goods & Services are now forecasted to miss budget by -4.4% based on concerns that our DOC inmate revenues and other services revenue impacted by COVID may not be fully realizable, \$203k in lost fair-related revenues due to the fair's cancellation, as partly offset by projected budget outperformance in building plan review revenue. Fines & Penalties are projected to exceed budget by 8% based on trend. All other revenue categories are projected to meet or marginally outperform budget based on May YTD pacing.

It is important to note that our revenue projections have not been adjusted for the impact of the American Rescue Plan Act ("ARPA"), which among other things will enable the County to recover lost revenues resulting from the COVID public health emergency in 2020 and 2021. Once we have determined the extent of lost revenues the County can recover for the General Fund based on the ARP guidance, we will adjust these revenue projections accordingly.

EXPENDITURES-- I am projecting general fund expenditures (including CARES/FEMA-funded COVID costs) to total \$42,750k, or \$1,900k lower than budget. Of this variance, approximately \$1,813k is related to projected underspend in the area of payroll and benefits based on the multi-year trend where due to turnover, retirements, delays in filling open positions, and other dark-time, we have historically underspent our budgeted payroll costs by 3-4% annually, or between \$1.2 and \$1.4 million. Some additional payroll and benefits savings were captured from the partial hiring freeze that was in effect during much of the 1st quarter of 2021. Based on trends, non-COVID Supplies and Services are projected to come in \$148k and \$68k below budget, respectively, mainly as a result of trend-based savings and expected underspend in services costs related to the multi-homicide cases where many of these cases were pled-out in late 2020/early 2021 after the 2021 budget was finalized. Transfers Out-COVID was reduced by \$80k from budget due to the extension of the County's local health CARES grant into 2021 which will provide funding for HHS COVID-related costs, including the operation of the isolation shelter through May 2021, relieving the General Fund of that budgeted commitment of \$450k, as offset by the addition of \$370k relating to funding of the Serenity House bathroom expansion project which may or may not be reimbursed depending on whether Serenity House is able to secure grant funding. Finally, \$227k of COVID-related costs were added to our 2021 projections based on the level of COVID-related costs currently being incurred YTD that are assumed to continue at least through the end of the 3rd quarter of 2021.

Please note that similar to revenues, we have not adjusted our forecast for 2021 for any planned usage of funds to be provided to the County under ARPA in the General Fund with the assumption

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

Agenda Item Summary How Did We Do--May 2021.docx

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

Revised: 3-04-2020

that most ARPA funded costs will be accounted for in the ARPA special revenue fund. In addition, the potential financial impact of the recent Superior Court Blake decision has not been factored into our projections pending further analysis and clarification from the State as to what share of the potential legal financial obligations paid to the County impacted by this decision will be borne by the County, nor has any potential impact on personnel costs been factored in relating to the collective bargaining efforts pending their completion.

NET DEFICIT OF REVENUES TO EXPENDITURES--Based on these revenue and expenditure assumptions, I am projecting a General Fund operating surplus (excluding CARES/COVID related revenues/costs) of \$529k for 2021, which is \$3,900k better than our 2021 budgeted deficit of (\$3,371k). When including a COVID-related surplus of \$103k, our overall general fund surplus for 2021 is expected to total \$632k, as compared to a budgeted deficit of (\$3,527k).

PROJECTED ENDING FUND BALANCE--\$15,156k, or 36% of forecasted non-COVID expenditures, as compared to \$10,997k budgeted based on final 2020 results.

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?** ☐

This is an informational presentation that by itself has no specific budgetary impact.

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

County Official signature & print name:  Mark Lane _____

Name of Employee/Stakeholder attending meeting: _____ Mark Lane _____

Relevant Departments: _____ Finance _____

Date submitted:

June 9, 2021

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

Agenda Item Summary How Did We Do--May 2021.docx

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

Revised: 3-04-2020

Clallam County General Fund Results May 2021

May 2021 YTD Revenue totaled \$18,354k as compared to \$16,780k in 2020, representing an increase of \$1,574k. May 2021 YTD Revenues came in at 44.6% of our annual revenue budget, as compared to 39.1% in 2020. If one excludes CARES/FEMA reimbursements, revenue was at 43.7% of budget, and increased \$968k from prior year. All categories with the exception of Charges for Goods & Services, Timber Revenues and Transfers In were up year-over-year in May, and all were at or above their paces to the annual budget compared to last year, with the exception of Timber Revenues (down 17.4% to budget) mainly due to timing of DNR payments, Goods & Services (down -1.1% mainly due to timing of election services revenues rec'd last year) and Transfers In from the Lower Dungeness project (down 8.4% to budget due to timing of grant reimbursements). Taxes YTD continue to pace well ahead compared to last year, driven mainly by much stronger sales taxes which were up 28.2% compared to last year (as compared to an approx -0.6% decrease assumed in the 2021 budget thru YTD May), with the month of May up 73.2% due to the severe impact of COVID on last year's May results. Misc Revenues in May continued to pace significantly ahead relative to budget vs last year (50.8% vs 35%) due mainly to a significant increase in camping fee reservations YTD relative last year, as offset by declining interest income. Licensing & Permits also were up for May YTD (at 49% of budget vs 32% in prior year), mainly as a result of stronger than expected building permit revenue which are up 55.4% to prior year. Fines & Penalties are also pacing ahead of budget compared to prior year by 12% due to COVID's impact last year. Thru YTD May, the General Fund had received FEMA reimbursement funds of certain of its 2020 COVID costs of \$134k, the payment of which was expected to be received in 2020 and therefore was not budgeted in 2021. In addition, \$447k of the budgeted \$529k AOC CARES grant reimbursement of costs incurred relating mainly to the JAVS courtroom technology project have been received.

Expenditures for YTD May 2021 totaled \$17,453k (including \$704k of COVID related costs) as compared to \$19,072k (including \$187k of COVID costs) in 2020 for a decrease of \$1,619k. Expenditures (excluding COVID) for May 2021 YTD came in at 38.1% of our annual budget, pacing below last year's of 41.1%. The year-over-year decrease in expenditures was mainly due to a \$1,163k decrease in Transfers due to the \$1.7 million transfers to the County's capital projects funds last year as offset by higher transfers in 2021 relating to COVID-funding support to HHS for COVID staff and the support of the Serenity House shelter project, as well as Bullman Beach. Non-COVID Services category also decreased \$522k due to a change from prior year in how indirect charges by the General Fund are accounted for (\$522k of the decrease), timing differences relating to our replenishment of our postage costs, lower travel costs, lower repairs & maintenance, as offset by higher professional services and increases in other areas. All expenditure categories were pacing at or below their paces to budget in comparison with prior year, with the exception of Services due to timing.

For May 2021 YTD, the General Fund generated an operating surplus between revenue and expenditures (excluding COVID/CAREs) of \$999k, a \$3,104k improvement from last year's operating deficit. After including COVID-related net revenue to expenditure deficit YTD of (\$98k), the General Fund generated an operating surplus of \$901k for May 2021 YTD. The General Fund finished May 2021 with an ending fund balance reserve of \$15,425k, or \$2,475k higher than prior year.

Turning to the forecast, General Fund total revenues are projected to total \$43,382k, an increase of \$2,259k over the 2021 budget. The main contributors include higher projected Tax revenue of \$1,659k due mainly to the much stronger than budgeted sales tax revenues incurred YTD and projected for the remainder of the year, and \$406k in higher CARES/FEMA reimbursement revenue projected to be received relating primarily to the unbudgeted carryover of FEMA reimbursements for COVID expenditures incurred by the General Fund and projected reimbursements of 2021 COVID-related FEMA reimbursable expenditures based on current spending levels that are assumed to continue through September 2021. Licenses & Permits are projected to outperform budget by 14% due to strong building permit trends, Intergovernmental is projected to beat budget by 4.1% due to higher COVID-related grant reimbursements, and Misc Revenue is projected to beat budget by 3.8% driven by stronger campground revenues and other misc revenues, as offset by loss of Fair-related revenues. Charges for Goods & Services are projected to miss budget by -4.4% based on concerns that our DOC inmate revenues impacted by COVID may not be fully realizable, and the loss of approx \$203k of Fair-related revenues due to its cancellation, as partly offset by stronger growth from building plan reviews. Fines & Penalties are expected to exceed budget by 8% based on trend. All other revenue categories are projected to be relatively inline with budget expectations. 2021 Expenditures are projected to total \$42,750k, underspending to budget by \$1,900k. Payroll and Benefits costs are expected to come in approx \$1,813k below budget, mainly due to historic underspend to our personnel budgets due to unbudgeted darktime, as well as some savings capture from the extension of a partial hiring freeze during part of the first quarter of 2021. COVID-related costs for 2021 are now projected to be \$147k higher than budget due to a \$450k reduction in Transfers Out due to the extension of the WA Department of Health CARES grant to 2021 which will be available to fund the operation of the HHS isolation shelter that originally was budgeted to be funded by a \$450k transfer from the General Fund, as offset by the addition of \$370k Transfer Out to HHS to fund the Serenity House bathroom addition project, and the addition of approximately \$227k of COVID related costs based on current YTD spending levels continuing to be incurred by the County during the pandemic that are projected to continue through the end of the 3rd quarter of 2021. Supplies are projected to come in \$148k below budget due to trending savings. For 2021, the General Fund is now projected to generate an operating surplus of \$632k, which is \$4,159k better than budgeted, leaving an estimated ending fund balance of \$15,156k or 36% of total non-COVID expenditures. It is important to note that our projections have not been adjusted for any additional Federal COVID aid pending review of just released details of the American Rescue Plan Act and determination of funding priorities and to what extent ARPA funds, if any, will be directed to the General Fund. In addition, the potential impact of the Superior Court Blake Decision has not been factored into these projections pending further analysis and clarification from the State as to what share of the financial impact of this decision will be borne by the County, nor has the potential impact of currently underway collective bargaining efforts on personnel costs for the 2nd half of 2021.

**Clallam County General Fund Results
May 2021**

May 2021 YTD--vs Annual Budget (rounded to thousands)

	2021 YTD Actual	2021 Budget	Budget Remaining	2021 % of Annual Budget Achieved YTD	2020 % of Annual Budget Achieved YTD
REVENUES:					
Taxes	11,033	20,884	9,851	52.8%	46.8%
Licenses & Permits	516	1,050	534	49.1%	32.3%
Intergovernmental Revenues	1,808	5,329	3,521	33.9%	30.0%
Charges for Goods & Services	2,694	7,845	5,152	34.3%	35.4%
Fines & Penalties	449	908	460	49.4%	37.4%
Misc Revenue (Interest Inc, Camping Fees, etc)	1,037	2,040	1,003	50.8%	35.2%
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	47	72	25	64.7%	27.8%
Other Financing Sources (Timber Sales, other)	165	625	460	26.5%	43.9%
Transfers In	0	1,840	1,840	0.0%	8.4%
Total Revenue--Excluding CARES/FEMA	17,748	40,594	22,846	43.7%	39.1%
Total Revenue--CARES/FEMA	606	529	-77	114.6%	--
Total Revenue	18,354	41,123	22,769	44.6%	39.1%
EXPENDITURES:					
Payroll	8,605	22,537	13,932	38.2%	38.8%
Payroll--COVID	8	0	-8	--	--
Benefits	3,599	9,544	5,945	37.7%	38.4%
Benefits--COVID	1	0	-1	--	--
Supplies	356	1,242	886	28.7%	32.0%
Supplies--COVID	28	0	-28	--	--
Services	2,633	6,523	3,891	40.4%	36.4%
Services--COVID	90	0	-90	--	--
Capital	32	95	63	34.0%	49.8%
Capital--COVID	63	90	27	69.8%	--
Transfer Out --COVID	515	595	80	86.6%	--
Transfers Out	287	2,783	2,496	10.3%	56.3%
Payment to Risk Pool	1,237	1,241	4	99.7%	100.0%
Total Expenditures--excluding COVID	16,749	43,965	27,216	38.1%	41.1%
Total Expenditures--COVID	704	685	-19	102.8%	--
Total Expenditures	17,453	44,650	27,197	39.1%	41.5%
Net Operating Surplus (Deficit)--Excluding COVID	999	-3,371			
Net Operating Surplus (Deficit)--COVID	-98	-156			
Net Operating Surplus (Deficit)	901	-3,527			
Fund Balance	15,425	10,997	4,428		

Clallam County General Fund Results
May 2021

May 2021 YTD--vs Prior Year YTD (rounded to thousands)

	2021	2020	
	YTD Actual	YTD Actual	Variance--\$
REVENUES:			
Taxes	11,033	9,691	1,342
Licenses & Permits	516	372	144
Intergovernmental Revenues	1,808	1,588	220
Charges for Goods & Services	2,694	3,427	-734
Fines & Penalties	449	362	87
Misc Revenue (Interest Inc, Camping Fees, etc)	1,037	906	131
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	47	20	27
Other Financing Sources (Timber Sales, other)	165	264	-99
Transfers In	0	150	-150
Total Revenue--Excluding CARES/FEMA	17,748	16,780	968
Total Revenue--CARES/FEMA	606	0	606
Total Revenue	18,354	16,780	1,574
EXPENDITURES:			
Payroll	8,605	8,471	135
Payroll--COVID	8	106	-98
Benefits	3,599	3,488	112
Benefits--COVID	1	11	-10
Supplies	356	439	-83
Supplies--COVID	28	49	-21
Services	2,633	3,154	-522
Services--COVID	90	21	69
Capital	32	139	-107
Capital--COVID	63	0	62
Transfer Out --COVID	515	0	515
Transfers Out	287	1,965	-1,678
Payment to Risk Pool	1,237	1,229	8
Total Expenditures--excluding COVID	16,749	18,885	-2,136
Total Expenditures--COVID	704	187	517
Total Expenditures	17,453	19,072	-1,619
Net Operating Surplus (Deficit)--Excluding COVID	999	-2,105	3,104
Net Operating Surplus (Deficit)--COVID	-98	-187	89
Net Operating Surplus (Deficit)	901	-2,292	3,193
Fund Balance	15,425	12,950	2,475

Major Revenue Differences between YTD 2021 and 2020 (rounded to thousands)

Juvenile Justice sales tax	128
Property tax	420
Sales taxes (other than Juvenile Justice)	813

Clallam County General Fund Results May 2021

Intergovernmental--PILT, Criminal Justice, Other Excise Taxes	37
Intergovernmental--Grants	183
Intergovernmental--CARES/FEMA	606
Investment & Delinquent tax interest	-100
Increase in Parks' Camping Revenues	239
Timber revenue	-77
Goods & Services--Interagency Services--Court Consolidation pymt timing, Roads & Other Policing	
Agreements timing/reduction, State Dpt Corrections (lower inmate capacity during COVID)	-141
Goods & Services--Indirects (due to reclassification of indirects from revenue to negative services expenditure to reflect proper accounting)	-553
Goods & Services--Building Plan Check Revenues	159
Fines and Penalties	87
Goods & Services Election Services Revenue--2020 Presidential Year, spill over 2019 November election reimbursement into 2020	-378
Licensing & Permits--Building Permits	135
Everything else (rounded to thousands)	16 **
Total Revenue Increase/(Decrease) over Prior Year	1,574
<u>Major Expense Differences between YTD 2021 and YTD 2020 (rounded to thousands)</u>	
Payroll/Benefits--prior year estimated impact of retirements and newly elected officials that led to conversion of payouts of accrued leave balances or partial conversion of leave balances to VEBA payments.	44
Payroll--changes due to personnel, step/COLA increases, and other non-retirement factors	94
Benefits--due to changes in benefit costs following collective bargaining increases in July 2020/Jan 2021, as offset by personnel changes	109
Services (decrease mainly due to reclassification of indirect charges as a reduction of services expenditures rather than as revenue in 2020 (\$521k); lower postage due to timing of replenishment (\$30k), lower travel costs (\$27k), lower repairs & maintenance (\$51k), as offset by overall increases in other areas including professional services (+\$115k) and other areas.	-522
Risk Management Assessment for Insurance Pool	8
Transfers (mainly due to Bullman Beach transfer \$75k, HHS COVID transfer of \$145k, \$370k HHS Serenity House Bathroom Project Transfer, and \$107k transfer to Flood Control, as offset by \$131k lower transfer to Lower Dungeness Floodplain Project, as offset by \$1.7 million capital and HHS transfers in 2020)	-1,678
COVID Related Costs (mainly internal COVID-response costs (PPE, IT costs, COVID-dedicated staff additions, facilities cleaning personnel, and transfer to HHS to fund COVID related costs etc)	704
Net Other Expenditure Changes (lower supplies (\$104k), and capital outlays (\$45k) and other decreases)	-377
Total Expenditure Increase/(Decrease) over Prior Year	-1,619

**Clallam County General Fund Results
May 2021**

May 2021 Full Year Projection vs Annual Budget (rounded to thousands)

	2021 Projected	2021 Budget	Over/(Under) Budget
REVENUES:			
Taxes	22,543	20,884	1,659
Licenses & Permits	1,198	1,050	148
Intergovernmental Revenues	5,549	5,329	220
Charges for Goods & Services	7,498	7,845	-347
Fines & Penalties	981	908	73
Misc Revenue (Interest Inc, Camping Fees, etc)	2,118	2,040	78
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	95	72	23
Other Financing Sources (Timber Sales, other)	625	625	0
Transfers In	1,840	1,840	0
Intergovernmental--CARES/FEMA Reimbursements	935	529	406
Total Revenue--Excluding CARES/FEMA	42,447	40,594	1,853
Total Revenue--CARES/FEMA	935	529	406
Total Revenue	43,382	41,123	2,259
EXPENDITURES:			
Payroll	21,375	22,537	-1,162
Payroll--COVID	13	0	13
Benefits	8,879	9,544	-665
Benefits--COVID	1	0	1
Supplies	1,094	1,242	-148
Supplies--COVID	56	0	56
Services	6,455	6,523	-68
Services--COVID	157	0	157
Capital	95	95	0
Capital--COVID	90	90	0
Transfer Out --CARES	515	595	-80
Transfers Out	2,783	2,783	0
Payment to Risk Pool	1,237	1,241	-4
Total Expenditures--excluding COVID	41,918	43,965	-2,047
Total Expenditures--COVID	832	685	147
Total Expenditures	42,750	44,650	-1,900
Net Operating Surplus (Deficit)--Excluding COVID	529	-3,371	3,900
Net Operating Surplus (Deficit)--COVID	103	-156	259
Net Operating Surplus (Deficit)	632	-3,527	4,159
Fund Balance	15,156	10,997	4,159