

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Amanda Christofferson, Grants Administrator

DATE: *January 27, 2025*

SUBJECT: Subrecipient Agreement between Jefferson County and OlyCAP for pass through funding from Washington State Department of Commerce for Document Recording Fee Support to Consolidated Homeless Grant programs.

STATEMENT OF ISSUE:

There is a need for funding to support the homelessness crisis response system of Jefferson County and to assist people who are experiencing or are at risk of homelessness to obtain or maintain housing. The Washington state legislature allocated additional SFY 2025 funds in supplemental session for county governments to address homelessness. As the local jurisdiction commonly holds the CHG (Consolidated Homeless Grant) they requested that Jefferson County pass this funding through to OlyCAP who is the designated CHG Lead Grantee in Jefferson County.

ANALYSIS:

The Auditors office will pass through funding that was allocated by the Washington State legislature for supplementation of Document Recording Fees.

FISCAL IMPACT:

This is \$111,566.00 revenue from Dept. of Commerce to OlyCAP to support the CHG program activities with increased expenses due to inflation.

RECOMMENDATION:

Staff requests the Board approve a motion to designate the County Administrator sign the subrecipient Agreement with OlyCAP for DRF Support Funding from Washington State Dept. of Commerce.

REVIEWED BY:


Mark McCauley, County Administrator

1/22/25
Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Washington State Department of Commerce

Contract No: 24-46108-102

Contract For: Local Document Recording Fee Support

Term: July 1, 2024 - June 30, 2025

COUNTY DEPARTMENT: Auditors Office
Contact Person: Amanda Christofferson
Contact Phone: 360-385-9232
Contact email: amchristofferson@co.jefferson.wa.us

AMOUNT: \$111,566.00

Revenue: \$111,566.00 (Grant funding)

Expenditure: \$111,566.00

Matching Funds Required: None

Sources(s) of Matching Funds N/A

Fund # TBD

Munis Org/Obj TBD

PROCESS:

- ☐ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☒ Other: Pass-through

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒

Amanda Christofferson
Digitally signed by Amanda Christofferson
Date: 2025.01.17 10:12:39 -0800

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒

Amanda Christofferson
Digitally signed by Amanda Christofferson
Date: 2025.01.17 10:13:11 -0800

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 1/17/2025.
State agreement - cannot change

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 1/17/2025.
Subrecipient Agreement. State language -- cannot change.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY (IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

SUBRECIPIENT AGREEMENT FOR
Washington State Department of COMMERCE Homelessness Assistance Unit
Local Document Recording Fee Support
BETWEEN

JEFFERSON COUNTY AND OLYMPIC COMMUNITY ACTION PROGRAMS (OLYCAP)

This Agreement is made between **Jefferson County** (herein called the Local Government) and **Olympic Community Action Programs** (herein called Subrecipient) for SFY 25 Supplemental Consolidated Homeless Grant funding to support any allowable activity pursuant to uses of Consolidated Homeless Grant Funding project (herein called the Project).

As the Washington State Department of Commerce (Commerce) is authorized by Chapter 43.185C RCW to provide funds to units of local government or awarded non-profits selected to carry out projects under the Housing Division; Homeless Assistance Unit Program in compliance with all applicable local and state, laws, regulations and policies; and

As the Local Government received COMMERCE supplemental funding, contract number **24-46108-102**, to fund the work; and

As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Work and the objectives of the local COMMERCE project;

The parties agree that:

1. **SCOPE OF SERVICES**

A. Local Government Responsibilities

The Local Government is responsible for administration of the COMMERCE contract, and ensuring COMMERCE funds are used in accordance with all program requirements [(24 CFR 570.501(b))] and its COMMERCE contract with Commerce referenced above. The Local Government will defer to the Washington State Department to provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement.

B. Subrecipient Responsibilities

The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government the tasks as described in the attached Scope of Work and Budget to accomplish the objectives of the Project. The Subrecipient will periodically meet with the Local Government to review the status of these tasks.

2. **TIME OF PERFORMANCE**

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement and will be in effect for the time period during which the Subrecipient remains in control of COMMERCE funds or other COMMERCE assets. The end date for performance of their obligations under this agreement shall be **June 30, 2025**.

3. **AGREEMENT REPRESENTATIVES**

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Subrecipient:

Name of Representative: **Holly Morgan**
Title: **Executive Director**
Mailing Address: **823 Commerce Loop**
City, State and Zip Code: **Port Townsend, WA 98368**
Telephone Number: **(360) 385-2571**
Fax: **(360) 385-5185**
E-mail Address: **hmorgan@olycap.org**

B. Local Government :

Name of Representative: **Mark McCauley**
Title: **County Administrator**
Mailing Address: **PO Box 1220**
City, State and Zip Code: **Port Townsend, WA 98368**
Telephone Number: **(360) 385-9100**
Fax Number: **(360) 385-9382**
E-mail Address: **MMcCauley@co.jefferson.wa.us**

4. BUDGET

The total grant award is **\$111,566.00**. The Local Government pass through to the Subrecipient no more than **\$111,566** in COMMERCE funds of the total for eligible incurred costs and expenses for the Project. The Subrecipient shall follow the budget approved by Commerce attached to this Agreement (Attachment A). The Local Government may require a more detailed budget breakdown, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government.

Indirect Cost Rate if the Subrecipient chooses to charge Indirect under this grant, the Subrecipient shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists, a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

"Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, and rental costs.

Any amendments to this Agreement's Budget must first be determined by the Local Government as consistent with its COMMERCE contract with Commerce and then approved in writing by the Local Government and the Subrecipient.

5. PAYMENT

The Local Government shall reimburse the Subrecipient in accordance with the payment procedures outlined in the COMMERCE Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

Reimbursement under this Agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this Agreement is funded in whole or in part with COMMERCE funds through the Washington State Department of Commerce Housing Division; Homeless Assistance Unit; Local Document Recording Fees Support Program as administered by Commerce and is subject to those regulations and restrictions normally associated with state-funded programs and any other requirements that the State may prescribe.

6. PERFORMANCE MONITORING

The Local Government will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of COMMERCE funds, overseeing compliance with COMMERCE requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

7. SPECIAL CONDITIONS

In addition to the requirements and obligations imposed upon the Subrecipient by Section 7F below, the parties agree the following requirements and obligations with respect to insurance are made part of this Agreement and apply to the Subrecipient and where applicable, the County:

The Subrecipient shall obtain and keep in force during the terms of the Agreement, policies of insurance as follows:

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence with the County named as an additional insured in connection with the Subrecipient's performance of the contract.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000 minimum) for bodily injury, including death and property damage, unless greater amount is specified in the contract specifications. The insurance coverage shall contain no limitation on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and Subcontractors;
- f. Blanket Contractual Liability

Such insurance coverage shall be evidenced by one of the following methods:

- * Certificate of Insurance
- * Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this agreement.

The Subrecipient shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.

Failure of the Subrecipient to take out and/or maintain any required insurance shall not relieve the Subrecipient from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the

above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Subrecipient.

It is agreed by the parties that judgements for which the County may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to the Subrecipient until such time as the Subrecipient shall furnish additional security covering such judgement as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Subrecipient must provide to comply with this Agreement.

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

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

8. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with:

- The requirements of Title 24 of the Code of Federal regulations, 570 (HUD regulations concerning COMMERCE); and
- All other applicable State and Local laws, regulations, and policies, governing the funds provided under this Agreement.

B. COMMERCE National Objective

The Subrecipient certifies the activities carried out under this Agreement meet a COMMERCE Program National Objective defined in 24 CFR 570.208.

C. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

D. Hold Harmless

The Subrecipient will hold harmless, defend and indemnify the Local Government from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

E. Workers' Compensation

The Subrecipient will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government. For purposes of commercial general liability insurance (or similarly named insurance intended to insure Subrecipient against tort or personal injury claims from or by third parties) "sufficient insurance" is deemed to mean insurance having a liability cap in the amount of \$1 million per occurrence, \$2 million aggregate. Said commercial general liability insurance shall be primary.

The Subrecipient shall furnish the Local Government with properly executed certificate of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificates will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the Local Government.

G. Funding Source Recognition

The Subrecipient will insure recognition of the roles of Commerce, the WA State COMMERCE program, and the Local Government in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Amendments

The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Local Government's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this Agreement.

I. Suspension or Termination

In accordance with 2 CFR 200.338-9, the Local Government may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated by either the Local Government or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

9. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement and those records described in the COMMERCE Management Handbook. Such records will include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the Objectives of the COMMERCE program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with COMMERCE assistance;
- e. Records documenting compliance with the civil rights components of the COMMERCE program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;
- g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to COMMERCE-funded construction projects; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Access to Records and Retention

The grantee, the Washington State Department of Commerce, and other authorized representatives of the state and federal governments shall have access to any books, documents, papers and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's COMMERCE project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Local Government will request a longer period of record retention.

3. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, Commerce, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

1. Program Income

The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with COMMERCE funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

2. Periodic Reports

The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient will transfer to the Local Government any COMMERCE funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 will be used to meet one of the COMMERCE National Objectives pursuant to 24 CFR 570.208 until ten (10) years after the contract between Commerce and the Local Government is closed. If the Subrecipient fails to use COMMERCE-assisted real property in a manner that meets a COMMERCE National Objective for this 10-year period of time, the Subrecipient will pay the Local Government an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-COMMERCE funds for acquisition of, or improvement to, the property after the COMMERCE program's approval. Such payment will constitute program income to the Local Government. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.
3. In cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds will be program income. Equipment not needed by the Subrecipient for activities under this Agreement will be (a) transferred to the Local Government for COMMERCE-eligible activities as approved by the COMMERCE program or (b) retained after compensating the Local Government.

10. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person will, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974.

No person in the United States will on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975, as Amended

No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
3. The Subrecipient will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Subrecipient will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135. The Subrecipient will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued hereunder prior to the execution of the contract, will be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements will subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

C. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government and Commerce.

2. Conflict of Interest

No member of the Local Government's governing body and no other public official of such local ty, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
- c. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the Local Government and/or Commerce reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

12. PERFORMANCE WAIVER

The Local Government's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

Attachment A: Scope of Work and Budget

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this Agreement as of the date and year last written below.

Jefferson County

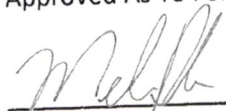
Olympic Community Action Programs

By: _____ By: _____

Title: Mark McCauley, County Administrator Title: Holly Morgan, Executive Director

Date: _____ Date: _____

Approved As To Form:



for

Philip C Hunsucker, Chief Civil Deputy Prosecuting Attorney

01/17/2025

Date



**Housing Division
Homelessness Assistance Unit
Local Document Recording Fee Support**

1. Grantee Jefferson County 1820 Jefferson St. Port Townsend, WA 98368		2. Grantee Doing Business As (optional)	
3. Grantee Representative (only if updated) Judy Shepherd Finance Manager (360) 385-9231 jfshepherd@co.jefferson.wa.us		4. COMMERCE Representative (only if updated) Esmeralda Zavala Montalvo PO Box 42525 Compliance Manager 1011 Plum St SE 360-725-2816 Olympia, WA 98504-2525 esmeralda.zavala- montalvo@commerce.wa.gov	
5. Original Grant Amount (including any previous amendments) \$55,972.00	6. Amendment Amount \$210,339.00	7. New Grant Amount \$266,311.00	
8. Amendment Funding Source Federal: State: X Other: N/A:		9. Amendment Start Date 7/1/2024	10. Amendment End Date 6/30/2025
11. Federal Funds (as applicable): N/A	Federal Agency: N/A		ALN: N/A
12. Amendment Purpose: To add SFY25 Local Document Recording Fees Support funds and SFY25 CHG funds. Local Document Recording Fees Support funds are "for maintaining programs and investments" under local homeless housing plans and affordable housing under RCW 36.22.178. SFY25 CHG funds to be passed through to Olympic Community Action Programs.			

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Attachment "A" - Scope of Work, Attachment "B" - Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".

FOR GRANTEE DocuSigned by: 82415831F5B5442 Mark McCauley, County Administrator 6/7/2024 12:25 PM PDT Date	FOR COMMERCE DocuSigned by: 004ADA9CB4364ED Corina Grigoras, Assistant Director Housing Division 6/7/2024 2:27 PM PDT Date APPROVED AS TO FORM ONLY Sandra Adix Assistant Attorney General 3/20/2014 Date
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Amendment

This Grant is **amended** as follows:

Attachment A: Scope of Work

- A. Local Document Recording Fees (DRF) Support funds are "for maintaining programs and investments" under local homeless housing plans and affordable housing under RCW 36.22.178. Allowable uses for these funds are for any allowable Consolidated Homeless Grant activity and any allowable activity pursuant to uses of local document recording fees.
- B. Contractor will pass through Consolidated Homeless Grant funds to Olympic Community Action Programs to fund homelessness crisis response system of Jefferson County and to assist people who are experiencing or are at risk of homelessness to obtain or maintain housing. Contractor may retain up to 10% of contract award for administrative activities.

Amendment

Attachment B - Budget

	Current Contract Total	Amendment A	New Contract Total
Local DRF Support SFY 2024	\$27,986	\$0	\$27,986
Local DRF Support SFY 2025	\$27,986	\$86,377	\$114,363
SFY 25 Supplemental Consolidated Homeless Grant Admin Funds	\$0	\$12,396	\$12,396
Pass Through Funds to Olympic Community Action Programs			
SFY 25 Supplemental Consolidated Homeless Grant funds to be passed through to Olympic Community Action Programs	\$0	\$111,566	\$111,566
Totals	\$55,972	\$210,339	\$266,311

Amendment

ALL OTHER TERMS AND CONDITIONS OF THIS GRANT REMAIN IN FULL FORCE AND EFFECT.

Certificate Of Completion

Envelope Id: D2EC4C64137D4FA6B5E4BEEFCE6056F1
Subject: Complete with DocuSign: Jefferson Local DRF Support Amendment A.docx
Division:
Community Services and Housing
Program: Local DRF Support
ContractNumber: MMcCauley@co.jefferson.wa.us
DocumentType:
Contract Amendment
Source Envelope:
Document Pages: 4
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Kathryn Dodge
1011 Plum Street SE
MS 42525
Olympia, WA 98504-2525
kathryn.dodge@commerce.wa.gov
IP Address: 198.239.106.153

Record Tracking

Status: Original
6/7/2024 10:18:03 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Kathryn Dodge
kathryn.dodge@commerce.wa.gov
Pool: StateLocal
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Location: DocuSign
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Signer Events

Kathryn Dodge
kathryn.dodge@commerce.wa.gov
Security Level: Email, Account Authentication
(None)

Signature

Signature Adoption: Pre-selected Style
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Mark McCauley
MMcCauley@co.jefferson.wa.us
County Administrator
Security Level: Email, Account Authentication
(None)

DocuSigned by:

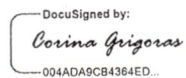
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Using IP Address: 12.75.116.126
Signed using mobile

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Signed: 6/7/2024 12:25:48 PM

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Accepted: 6/7/2024 12:24:58 PM
ID: 5e300aa9-72b5-42e1-b4a5-d6a64f487176

Corina Grigoras
corina.grigoras@commerce.wa.gov
Housing Division AD
Washington State Department of Commerce
Security Level: Email, Account Authentication
(None)

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Viewed: 6/7/2024 2:27:11 PM
Signed: 6/7/2024 2:27:15 PM

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Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp**

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Judy Shepherd JFShepherd@co.jefferson.wa.us Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 64.184.145.20	Sent: 6/7/2024 10:21:36 AM Viewed: 6/7/2024 10:34:54 AM
Electronic Record and Signature Disclosure: Accepted: 6/7/2024 10:34:54 AM ID: 94be5f88-679e-4064-9996-497a1e818cab		
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	6/7/2024 10:21:22 AM 6/7/2024 2:27:11 PM 6/7/2024 2:27:15 PM 6/7/2024 2:27:15 PM
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