

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley, County Administrator

DATE: March 6, 2023

SUBJECT: Request for Board of County Commissioners approval of Amendment No. 1
To the Agreement to Finance Economic Development Personnel Between
Jefferson County and Economic Development Council Team Jefferson (EDC)

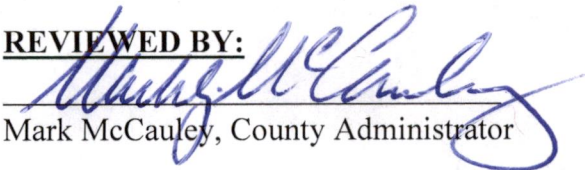
STATEMENT OF ISSUE: In 2021 Jefferson County and the EDC entered into an agreement to fund economic development personnel using Public Infrastructure Fund (PIF) funds pursuant to a recommendation from the Public Infrastructure Fund Board, as authorized by RCW 82.14.370 and JCC 3.28.030(2)(d). That Agreement is set to expire on June 30, 2023.

ANALYSIS: On Friday, February 24, 2023, the Public Infrastructure Fund Board approved a motion to recommend extending the Agreement by 18 months as authorized in Section 1 of the Agreement and to increase the amount payable in each of 2023 and 2024 to \$100,000.

FISCAL IMPACT: This request increases the 2023 PIF contribution by \$74,250 and its 2024 contribution by \$100,000. These contributions will be paid using funds in the Public Infrastructure Fund.

RECOMMENDATION: That the Board of County Commissioners approve the attached Amendment No. 1 to the Agreement to Fund Economic Development Personnel.

REVIEWED BY:


Mark McCauley, County Administrator

Date

2/28/23

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Economic Development Council - Team Jefferson

Contract No: EDC/PIF Amend. No.1 23/24

Contract For: Economic Development Services

Term: Through December 31, 2024

COUNTY DEPARTMENT: County Administrator

Contact Person: Mark McCauley

Contact Phone: 360-385-9130

Contact email: mmccauley@co.jefferson.wa.us

AMOUNT: Additional \$74,250 in 2023 and \$100,000 in 2024

Revenue: N/A

Expenditure: \$74,250/\$100,000

Matching Funds Required: N/A

Sources(s) of Matching Funds N/A

Fund # 306

Munis Org/Obj

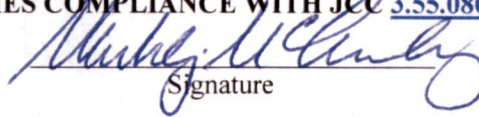
PROCESS:

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

APPROVAL STEPS:

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

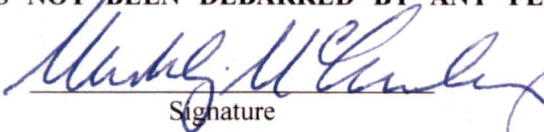
CERTIFIED: ☒ N/A: ☐


Signature

2/28/23
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: ☐


Signature

2/28/23
Date

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

Electronically approved by Risk Management on 2/28/2023.

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

Electronically approved as to form by PAO on 2/28/2023.
Contract amendment.

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

Amendment No. 1 to the Agreement to Finance Economic Development Personnel

This Amendment No. 1 to the Agreement to Finance Economic Development Personnel is made and entered into by and between Economic Development Council Team Jefferson (Contractor) and Jefferson County, a political subdivision under the laws of the State of Washington ("County"), (collectively "Parties").

WHEREAS, the Parties want to amend the Agreement entered into between them;

NOW, THEREFORE, the Parties agree as, follows:

1. Purpose. The purpose of this Amendment is to revise the time for performance and the not to exceed contract dollar amount as provided for in the original Agreement. All other terms of the Agreement between the Parties remain unchanged.

2. Amendment.

SECTION 1. EFFECTIVE DATE OF THIS AGREEMENT is amended to read: "This Agreement is effective on January 1, 2022 and terminates on December 31, 2024, unless terminated earlier pursuant to Section 8 of this Agreement; however, Section 2.2A. and Section 4.4 shall each survive such termination until fulfilled."

SECTION 4. COMPENSATION, Subsection 4.1 is amended to read: "Funding to finance Contractor personnel shall be \$100,000 in each of 2023 and 2024, payable in equal quarterly installments in the first month of each quarter."

(SIGNATURES FOLLOW ON NEXT PAGE)

Economic Development Council Team Jefferson:

Cindy Brooks, Executive Director

Date

FOR JEFFERSON COUNTY:

Greg Brotherton, Chair, Board of County Commissioners

Date

APPROVED AS TO FORM ONLY:



Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

February 28, 2023

Date

Orig: EDC Team Jefferson } 11-8-21
C. AHL.

AGREEMENT TO FINANCE ECONOMIC DEVELOPMENT PERSONNEL

This Agreement To Finance Economic Development Personnel (this Agreement) is entered into by Jefferson County, a political subdivision and municipal corporation of the State of Washington, having its principal offices at P.O. Box 1220, Port Townsend, WA 98368 (hereinafter "County"); and Economic Development Council Team Jefferson, a 501(c)(6) tax exempt organization designated as the Jefferson County / Washington State Department of Commerce's Associate Development Organization, registered with Washington State as a non-profit corporation and having its principal offices at 2409 Jefferson Street, Suite A; Port Townsend, WA 98368 (hereinafter "Contractor"); together referred to as "the Parties."

WHEREAS, RCW 82.14.370 authorizes certain counties to impose a sales and use tax state that is deducted from the amount of tax otherwise paid to the state under chapter 82.08 or 82.12 RCW; and

WHEREAS, Jefferson County Code has imposed the sales and use tax authorized by RCW 82.14.370 since 1998, most recently codified by Jefferson County Ordinance No. 13-1119-18 and Chapter 3.28 JCC; and

WHEREAS, Jefferson County Ordinance No. 13-1119-18 and JCC 3.28.020 direct that such monies shall be deposited in the Public Infrastructure Fund by the county treasurer; and

WHEREAS, RCW 82.14.370 stipulates that moneys collected under RCW 82.14.370 may only be used to finance public facilities serving economic development purposes in rural counties and finance personnel in economic development offices; and Jefferson County Ordinance No. 13- 1119-18 and JCC 3.28.030(2)(d) also state that Public Infrastructure Funds may be used "to finance personnel in economic development offices ...;" and

WHEREAS, the Contractor is an economic development office; and

WHEREAS, it is in the public interest to support economic development throughout Jefferson County by utilizing a portion of Public Infrastructure Funds to help finance personnel in EDC Team Jefferson, thereby stabilizing the Contractor and enhancing its capacity; and

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement is effective on January 1, 2022 and terminates on June 30, 2023, unless terminated earlier pursuant to Section 8 of this Agreement; however, Section 2.2A. and Section 4.4 shall each survive such termination until fulfilled. This Agreement may be extended for 18 months, if both parties agree.

EDC Team Jefferson

SECTION 2. SCOPE OF WORK

- 2.1 Public Infrastructure Funds provided yearly through this Agreement shall be used by the Contractor exclusively to finance personnel of the Contractor in that same year.

Examples of ongoing activities of the Contractor conducted by or with the assistance of the Contractor's personnel include:

- **Providing direct business assistance:** The Contractor offers information and expertise throughout Jefferson County to help people build, grow, relocate a business here, buy a business, or stay in business. This includes helping to connect businesses with funding sources. In providing direct business assistance, the Contractor shall actively promote geographic distribution and equity.
- **Information & Research:** The Contractor offers local and regional economic data, conducts periodic research and prepares reports across nine industry sectors.
- **Education & Training:** The Contractor provides business skills classes, business planning courses, and LEAN thinking workshops for entrepreneurs and startups throughout Jefferson County.
- **Associate Development Organization:** The Contractor performs related services as an Associate Development Organization to fulfill the statutory requirements of Chapter 43.330 RCW.

In addition, in 2022, Contractor personnel will work with Washington State University and the U.S. Small Business Administration for the purpose of having the Small Business Development Center Advisor continue holding weekly office hours in Jefferson County on an equitable basis.

- 2.2 The Contractor agrees to provide reports as outlined below.

- A. For each half-year, on or before the following July 31 and January 31, provide to the County (with copies sent to all members of the Public Infrastructure Fund Board) the following reports:
- A half-yearly report of the use, services, programs and activities of the Contractor under this Agreement for the prior half year; and for the 2nd half-year of each year, the report shall also include a summary of the entire year;
 - Half-year reports may include, but are not limited to:
 - An annual Economic Vitality Index report, if available;
 - Business Retention and Expansion (BRE) activities;
 - Business Assistance activities;

■ Community Readiness and Capacity Building activities.

- A half-yearly financial report, including a financial statement detailing actual revenues and expenses, which statement shall also identify revenues and expenditures of the PIF funds provided through this Agreement; and a staffing summary, which shall also identify all staff financed in part with the PIF funds provided through this Agreement; and for the 2nd half-year of each year, the financial report shall also include a detailed financial statement and staffing summary for the entire year.
- B. Meet with the Public Infrastructure Fund Board (PIF Board) annually, or as requested by the PIF Board Chair, to report on the Contractor's economic development activities and staffing in the prior twelve months, and to outline activities and staffing planned for the coming year.
- C. Provide to the County a copy of publicly available information of all reports by the Contractor to the Washington State Department of Commerce as an Associate Development Organization (ADO) regarding its activities pursuant to Chapter 43.330 RCW and its activities funded by the State as an ADO.

SECTION 3. AGREEMENT REPRESENTATIVES

The County and the Contractor will each have an Agreement representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County's Agreement Supervisor

Mark McCauley, Jefferson County Interim County Administrator
P.O. Box 1220
Port Townsend, WA 98368
MMcCauley@co.jefferson.wa.us
(360) 385-9130

Contractor's Agreement Representative

Cindy Brooks, Executive Director
EDC Team Jefferson
2409 Jefferson Street, Suite A Port Townsend,
WA 98368
director@edcteamjefferson.com
(360) 379-4693

SECTION 4. COMPENSATION

- 4.1 Funding to finance Contractor personnel shall be \$50,000 in 2019, and shall increase by 3% in each succeeding year during of the term of this Agreement. In the first month of each quarter, Jefferson County shall pay the Contractor one-fourth of that year's funding, to be used exclusively to fund Contractor personnel pursuant to Section 2 above, as follows:

Agreement Years	\$ per Quarter	Quarters in the Year	Total per Agreement
2022	\$12,500	4	\$50,000
2023	\$12,750	2	\$25,750

- 4.2. Payments shall be contingent on prior submittal of all required reports that are due per Section 2.
- 4.3. Funding provided by this Agreement shall only be expended on the Contractor's personnel costs. Monies used for other services or purposes shall be refunded to the County.
- 4.4. Any monies under-expended of the total funding in any year allocated under this Agreement shall be refunded to the County by January 31, of the following year.
- 4.5. If the Contractor fails to perform any substantial obligation of this Agreement, and the failure has not been cured within 10 business days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.
- 4.6. The Contractor will not be entitled to use the payments under this Agreement for personnel costs incurred prior to January 1, 2019 or after its termination, unless explicitly allowed by a written amendment to this Agreement executed by both parties.

SECTION 5. AMENDMENTS

Any renewal, amendment or modification to this Agreement must be in writing, be signed by both parties and be attached to this Agreement. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the County Commissioners and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 Under this Agreement, the County is providing funding to help finance the Contractor's personnel, who support the Contractor's own mission as an economic development office and Associate Development Organization. The County does not assume any liability for the Contractor's work.
- 6.2 The Contractor shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.
- 6.3 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.
- 6.4 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.
- 6.5 It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- 6.6 The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 7. INSURANCE

- 7.1 The Contractor shall obtain and keep in force during the terms of this Agreement, policies of insurance as follows:
- A. If and only if the Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Contractor, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory

minimum(s) as established by the State of Washington or the state or province where the Contractor is located.

- B. 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 \$500,000 each occurrence with the County named as an additional insured in connection with the Contractor's performance of this Agreement.
- C. 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 (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in this Agreement specifications. The insurance coverage shall contain no limitations 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.

7.2 Miscellaneous Insurance Provisions.

- A. 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.
- B. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this agreement.
- C. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- D. The Contractor 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.
- E. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve The Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.
- F. 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 Contractor.
- G. It is agreed by the parties that judgments 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 Contractor until such time as the Contractor shall furnish additional security covering such judgment as may be determined by the County.
- H. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.
- I. 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 Contractor must provide in order to comply with this Agreement.
- J. If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County.
- K. The County may, upon the Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.

SECTION 8. TERMINATION

- 8.1 The County may terminate this Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate this Agreement upon giving the Contractor 30 days' written notice, except as otherwise provided herein. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing this Agreement up to the date of such notice, subject to the other provisions of this Agreement.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after this Agreement is signed or becomes effective, or if Contractor's designation as an Associate Development Organization is terminated, the County may immediately terminate this Agreement notwithstanding any other termination provision in this Agreement. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under this Agreement, and fails to cure the breach within 10 business days of written notice to do so by the County, the County may terminate this Agreement. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County due to the Contractor's breach.
- 8.4 In the event the Contractor secures additional funding to finance its personnel, the County may amend or terminate this Agreement and reallocate some or all funds thereby released to finance public facilities serving economic purposes pursuant to state law.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.

- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The Contractor shall perform the contracted work. Any designee shall have prior County approval to substitute for the contracted representative.
- 10.2 The Contractor acknowledges that the entire compensation for this Agreement is set forth in the compensation provisions of this Agreement 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; fringe benefits; or any other rights or privileges afforded to County employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

SECTION 11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of services under this Agreement or in the selection and retention of employees or procurement of materials or supplies on the basis of age, sex, marital status, sexual orientation, religion, creed, race, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification.

SECTION 12. RECORDS

The Contractor will maintain documented proof of payments made and other expenditures authorized under this Agreement for a minimum of six (6) years. Upon reasonable notice, the Contractor shall provide access to County or State representatives to inspect the books and records of the Contractor relating to the performance of this Agreement.

SECTION 13.DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of this Agreement will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County Administrator. All rulings, orders, instructions and decisions of the County Administrator will be final and conclusive.

SECTION 14.CONFIDENTIALITY

14.1 The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior express written consent of the County or upon an order entered by a court of competent jurisdiction. The Contractor will promptly give the County Administrator written notice of any judicial proceeding seeking disclosure of such information, as well as any contacts by citizens, proponents or interested parties as to matters before the contractor.

14.2 The County is a political subdivision of the State of Washington and as such is subject to Ch. 42.56 RCW, the Public Records Act, which requires disclosure of non-exempt documents and records to a person or entity that requests such documents or records.

SECTION 15.CHOICE OF LAW, JURISDICTION AND VENUE

15.1 This Agreement will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that this Agreement will be governed by the laws of the State of Washington, both as to its interpretation and performance.

15.2 Any action of law, suit in equity or other judicial proceeding arising under or out of this Agreement may be instituted and maintained only in Superior Court for Jefferson County.

SECTION 16.MISCELLANEOUS

16.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of this Agreement, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

- 16.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts including, but not limited to, the employer's portion of any taxes that arise from compensation owed or paid to employees, agents or representatives of the Contractor or are otherwise mandated by Title 26 U.S.C.
- 16.3 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under this Agreement.
- 16.4 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to this Agreement and to the partners, successors, administrators and assigns of such other party in respect to all covenants to this Agreement.
- 16.5 **Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if this Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 16.6 **Entire Agreement.** The parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.
- 16.7 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in this Agreement Representatives provision of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

(SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

JEFFERSON COUNTY BOARD OF COMMISSIONERS

EDC TEAM JEFFERSON

By: [Signature] 11/8/21
Date
~~Kate Dean, Chair~~
Heidi Eisenhour,
Acting Chair.

By: [Signature] 12/17/21
Date
Cindy Brooks, Exec. Dir.

SEAL:

ATTEST:

Carolyn Galloway 11/8/21
Date
Carolyn Galloway
Clerk of the Board

Approved as to form only:

[Signature] November 5, 2021
Date
Philip C. Hunsucker
Chief Civil Deputy Prosecuting
Attorney

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley, Interim County Administrator

DATE: November 8, 2021

SUBJECT: Agreement Between Jefferson County and EDC Team Jefferson to Use Public Infrastructure Fund Monies to Finance Economic Development Personnel

STATEMENT OF ISSUE:

RCW 82.14.370 authorizes certain counties to impose a sales and use tax state that is deducted from the amount of tax otherwise paid to the state under chapter 82.08 or 82.12 RCW. Jefferson County Code has imposed the sales and use tax authorized by RCW 82.14.370 since 1998, most recently codified by Jefferson County Ordinance No. 13-1119-18 and Chapter 3.28 JCC.

RCW 82.14.370 stipulates that monies collected under RCW 82.14.370 may be used to finance personnel in economic development offices. Jefferson County Ordinance No. 13-1119-18 and JCC 3.28.030(2)(d) also state that these monies may be used to finance personnel in economic development offices.

Jefferson County's associate development organization, EDC Team Jefferson, is an economic development office, and is therefore eligible for PIF funding. EDC Team Jefferson has made a proposal in this regard, which is captured in the attached financing agreement.

The PIF Board believes it is in the public interest to support economic development throughout Jefferson County by utilizing a portion of Public Infrastructure Funds to help finance personnel in EDC Team Jefferson, thereby enhancing its capacity to stimulate economic development. These payments were included in the 5-Way Agreement recently entered into with the EDC, Port of Port Townsend, PUD #1 and the City of Port Townsend. The PIF Board recommended an 18-month renewal of the agreement on November 2, 2021.

ANALYSIS:

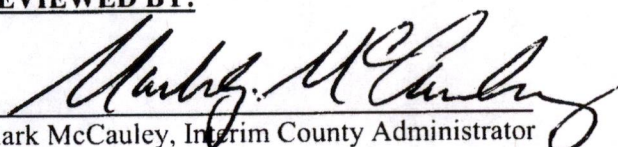
Jefferson County needs more economic development. EDC Team Jefferson's mission is to encourage and stimulate that development. These funds will enhance their capacity in that regard.

FISCAL IMPACT: This request will cost \$50,000 in 2022 and \$25,750 in 2023. Payments to made using Fund 306 – Public Infrastructure monies. The 2022-2023 Biennial Budget will include these expenses.

RECOMMENDATION:

That the BOCC approve the agreement with EDC Team Jefferson to finance economic development personnel and authorize the Chair to sign the agreement on behalf of the Board.

REVIEWED BY:


Mark McCauley, Interim County Administrator

Date

