

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Judy Shepherd, Finance Manager

DATE: July 5, 2022

SUBJECT: CDBG-CV Subrecipient Agreement - Olympic Community Action Programs

STATEMENT OF ISSUE:

CDBG-CV1 and CV2, Contract 20-6221C-114, was amended to increase the grant amount by \$102,385 and extend the ending date to June 30, 2023. The agreement with WA Dept of Commerce was fully executed on 12/22/2021.

ANALYSIS:

An Amendment to the Subrecipient Agreement with Olympic Community Action Programs (OlyCAP) to include the additional amount, revising the total to \$215,548 for the agreement and extending the ending date to June 30, 2023.

FISCAL IMPACT:

Increase the revenue and expenditure budgets to reflect the Amendment.

RECOMMENDATION:

The Board of County Commissioners accept the proposed Amendment No. 1 to the Subrecipient Agreement with OlyCAP to match the Dept of Commerce amended grant award contract.

REVIEWED BY:


Mark McCauley, County Administrator

6/30/22
Date

Amendment No. 1 – Subrecipient Agreement Between Jefferson County and Olympic Community Action Programs

This Amendment No. 1 is to increase the CDBG-CV grant award to Olympic Community Action Programs in accordance with the CDBG-CV Grant Award Amendment.

WHEREAS, on February 16, 2021, the Jefferson County Board of Commissioners approved a subrecipient agreement with Olympic Community Action Programs (OlyCAP) for \$116,163;

WHEREAS, on December 22, 2021, Jefferson County received a fully executed Amendment to the original CDBG-CV contract, 20-6221C-114, with Washington State Department of Commerce for an additional \$102,385 and extended the ending date to June 30, 2023;

WHEREAS, as indicated by the Amendment – Attachment A Scope of Work and Budget, Jefferson County will retain an additional \$3,000 for grant administration;

WHEREAS, the portion of the Amendment increases the direct public services available grant amount by \$99,385, totaling \$215,548, and extends the agreement ending date to June 30, 2023.

THEREFORE, the both parties agree to amend the Agreement as follows:

BUDGET

The Amendment to the grant award is an additional \$102,385. This increases the grant award to \$221,548. The Local government will retain an additional \$3,000 of the Amendment for grant administration, totaling \$6,000; and the Local Government will pass through to the Subrecipient no more than \$215,548 in CDBG funds for eligible incurred costs and expenses for the Project. This Amendment extends to June 30, 2023, per the contract ending date.

SIGNATURES ON NEXT PAGE

IN WITNESS THEREOF, the parties agree to this amendment to be executed, DATED this _____ day of _____, 20_____.

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour, Chair Date

By: _____
Greg Brotherton, Commissioner Date

By: _____
Kate Dean, Commissioner Date

SEAL:

ATTEST:

Carolyn Galloway Date
Clerk of the Board

Approved as to form only:



Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

**OLYMPIC COMMUNITY ACTION
PROGRAMS**

By: _____
Cherish Cronmiller, Executive Director

Date: _____

orig OlyCAP 2-16-21
cc AUD
CS

retain 2029

OlyCAP CDBG

SUBRECIPIENT AGREEMENT BETWEEN

Jefferson County and Olympic Community Action Programs

This Agreement is made between Jefferson County (herein called the Local Government) and Olympic Community Action Programs a.k.a. OlyCAP (herein called Subrecipient) for the public services to stabilize eligible households impacted by COVID-19 (herein called the Project).

As the Washington State Department of Commerce (Commerce) is authorized by the federal Department of Housing and Urban Development (HUD) to provide funds to units of local government selected to undertake and carry out projects under the Washington State Community Development Block Grant (CDBG) Program in compliance with all applicable local, state, and federal laws, regulations and policies; and

As the Local Government has applied for and received a CDBG award, contract number 20-6221C-114 (CFDA 14.228), to fund the Project with Federal Award Identification Number B-20-DW-53-0001; and

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

The parties agree that:

1. SCOPE OF SERVICES

A. Local Government Responsibilities

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

The Local Government will provide general administration as provided in *Attachment A - Scope of Work and Budget, Section B: 21A General Admin* attached to this agreement.

B. Subrecipient Responsibilities

The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government per the attached *Attachment A-Scope of Work and Budget, Section B: 05X/05Q Public Services* tasks to accomplish the objectives of principally benefiting low- and moderate- income persons. 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 CDBG funds or other CDBG assets.

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: **Cherish Cronmiller**
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: **ccronmiller@olycap.org**

A. Local Government :

Name of Representative: **Philip Morley**
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: **pmorley@co.jefferson.wa.us**

4. BUDGET

The total grant award is \$119,163. The local government will retain \$3,000 for grant administration and the Local Government will pass through to the Subrecipient no more than \$116,163 in CDBG funds for eligible incurred costs and expenses for the Project. The Subrecipient shall follow the budget approved by Commerce and the Local Government, attached to this Agreement (Attachment A). The Local Government may require a more detailed budget breakdown, and the Subrecipient will 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" 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 CDBG 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 CDBG 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 CDBG funds through the Washington State CDBG Program as administered by Commerce and is subject to those regulations and restrictions normally associated with federally-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 CDBG funds, overseeing compliance with CDBG 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

Prevent Duplication of Benefit

The CARES Act provides that there are adequate procedures in place to prevent any duplication of benefit as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442). HUD requires each Grantee (and subrecipient) have procedures to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Federal disaster law prohibits the provision of federal assistance in excess of need. Before paying a cost with federal disaster assistance, the Grantee (and subrecipient) must check to see that the assistance will not cause a duplication of benefits, meaning that the cost has not or will not be paid by another source. Any person or entity (including subrecipients) receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative; and to assess whether the use of CDBG-CV funds will duplicate financial assistance already received or is likely to be received by acting reasonably, Grantees (and subrecipients) must have a method to evaluate need and the resources available to meet that need. CDBG-CV funded activities will prevent, prepare for, and respond to the coronavirus.

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 CDBG); and
- All other applicable Federal, State and Local laws, regulations, and policies, governing the funds provided under this Agreement.

B. CDBG National Objective

The Subrecipient certifies the activities carried out under this Agreement meet a CDBG 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 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 \$500,000 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 Local Government 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 Local Government (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 Local Government (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 Local Government 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 Local Government.

The Local Government 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 Local Government 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 Local Government 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 Local Government.

The Local Government 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.

G. Funding Source Recognition

The Subrecipient will insure recognition of the roles of Commerce, the WA State CDBG 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 CDBG 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 National Objectives of the CDBG 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 CDBG assistance;
- e. Records documenting compliance with the civil rights components of the CDBG 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 CDBG-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, 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 CDBG 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 CDBG 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 CDBG 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 CDBG 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 CDBG-assisted real property in a manner that meets a CDBG 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-CDBG funds for acquisition of, or improvement to, the property after the CDBG 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 CDBG-eligible activities as approved by the CDBG 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 locality, 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 standard code 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.

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.

The attachment to this Agreement is identified as Attachment A: Scope of Work and Budget and the CDBG-CV Interagency Grant Agreement between Commerce and the CDBG-CV grantee.

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

Jefferson County

By: KD

Title: Kate Dean, Chair BOCC

Date: 2/16/2021

Olympic Community Action Programs

By: P. V. V.

Title: Executive Director

Date: 2/19/21

Approved As To Form:

Approved as to form only:

P. C. Hunsucker Date: 2/2/2021
Philip C. Hunsucker, Chief Civil Deputy Prosecuting Attorney
Jefferson County Prosecuting Attorney's Office



Washington State
Department of
Commerce

Interagency Grant Agreement with

Jefferson County

through

Community Development Block Grant Program

CDBG - Coronavirus (CDBG-CV1)

For

Activities to prevent, prepare for, and respond to coronavirus in partnership with local service providers for the CDBG-CV1 consortium area.

Start date: 3/27/2020

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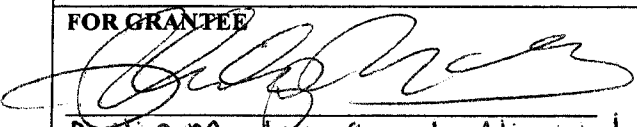
Attachment A, Scope of Work and Budget

Attachment B, Letter to Incur Costs

FACE SHEET

Contract Number: 20-6221C-114

Washington State Department of Commerce
Local Government Division
Community Assistance and Research Unit
CDBG - Coronavirus (CDBG-CV1)

1. Grantee Jefferson County PO Box 1220 Port Townsend, WA 98368		2. Grantee Doing Business As (optional) NA	
3. Grantee Representative Judy Shepherd, Chief Accountant Phone: 3603859231 Email: jshepherd@co.jefferson.wa.us		4. COMMERCE Representative Katrina Kahler-Wilson, Project Manager Address: PO Box 42525 1011 Plum Street SE Olympia, WA 98504 Phone: (360) 464-0695 Fax: (360) 586-8440 katrina.kahler-wilson@commerce.wa.gov	
5. Grant Amount \$119,163	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐	7. Start Date 3/27/2020	8. End Date 1/31/2023
9. Federal Funds (as applicable) \$119,163		Federal Agency: U.S. Department of Housing And Urban Development (HUD)	CFDA Number: 14.228 Indirect Rate (if applicable): N/A
10. Tax ID # 91-6001322	11. SWV # 0002430-28	12. UBI # 161-001-169	13. DUNS # 179278197
14. Grant Purpose Activities to prevent, prepare for, and respond to coronavirus in partnership with local service providers for the CDBG-CV1 consortium area. A full description of the project is in Attachment "A" Scope of Work and Budget.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and Attachments and have executed this Grant on the date below to start as of the date and year referenced above and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following documents hereby incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work and Budget, Attachment "B" – Letter to Incur Costs (if applicable), and the following documents incorporated herein by reference: Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce.			
FOR GRANTEE  Philip Morley, County Administrator Jefferson County 2/4/2021 Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY GRANT AGREEMENT
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1. DEFINITIONS

- A. "Contractor" and "Grantee" in this Grant, and the term "subrecipient" found in the federal Community Development Block Grant (CDBG) rules and regulations, shall mean the same.
- B. Community Development Block Grant – Coronavirus Response (CDBG-CV) grants are funded by the Coronavirus Aid, Relief, and Economic Security (CARES) Act.
- C. "Low- and moderate-income" shall mean a household income equal to or less than 80 percent of area median income adjusted by family size.
- D. "Subgrantee/Subcontract" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractors" mean subcontractor(s) in any tier.
- E. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

2. AUTHORITY

COMMERCE and Grantee enter into this Grant pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

3. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: July 14, 2020

Federal Award Identification Number (FAIN): B-20-DW-53-0001

Total amount of the federal award: \$7,720,383

Awarding official: John W. Peters, HUD CPD Director

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. B-20-DW-53-0001 awarded by the U.S. Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HUD. Grant funds are administered by the Community Development Block Grant Program, Washington State Department of Commerce".

4. ACQUISITION AND DISPOSITION OF ASSETS

The Grantee will account for any tangible personal property acquired or improved with this Grant.

The use and disposition of real property and equipment under this Grant will be in compliance with the requirements of all applicable federal law and regulation, including but not limited to 24 CFR Part 84 and 24 CFR Part 570.489, 570.502, 570.503, 570.504, and 570.505 as applicable, which include but are not limited to the following:

Real property that was acquired or improved, in whole or in part, with funds under this Grant in excess of \$25,000 shall be used to meet one of the CDBG national objectives for ten (10) years after the Grant is closed. Any exception must be made with COMMERCE approval and the Grantee will be responsible to pay COMMERCE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment from the disposition of real property acquired with this Grant within ten (10) years of closeout of the Grant shall be treated as CDBG Program Income.

In cases in which equipment acquired in whole or in part with funds under this Grant is sold, the proceeds will be CDBG Program Income.

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1. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

2. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE Representative on a Washington State Invoice Voucher form not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number identified on the Face Sheet of this Grant. If expenses are invoiced, provide a detailed breakdown of each type.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant, including completion of the Environmental Review and the release of funds (if applicable).

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

COMMERCE shall not release the final five (5) percent of the total grant amount until acceptance by COMMERCE of project completion.

Invoices and End of Fiscal Year

The grantee must invoice end of state fiscal year final invoices for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date. Commerce will provide notification of the end of fiscal year due date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Prevent Duplication of Benefit

The CARES Act provides that there are adequate procedures in place to prevent any duplication of benefit as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442). HUD requires each Grantee (and subrecipient) have procedures to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Federal disaster law prohibits the provision of federal assistance in excess of need. Before paying a cost with federal disaster assistance, the Grantee (and subrecipient) must check to see that the assistance will not cause a duplication of benefits, meaning that the cost has not or will not be paid

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by another source. Any person or entity (including subrecipients) receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative; and to assess whether the use of CDBG-CV funds will duplicate financial assistance already received or is likely to be received by acting reasonably, Grantees (and subrecipients) must have a method to evaluate need and the resources available to meet that need.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors/subrecipient.

3. CLOSEOUT

COMMERCE will advise the Grantee to initiate closeout procedures when there are no impediments to closing and the following criteria have been met or soon will be met:

- A. All costs have been incurred with the exception of closeout costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B. The Grantee has held a public hearing to review program performance.
- C. The Grantee has submitted the Contract Closeout Report. Failure to submit a report will not preclude COMMERCE from effecting closeout if it is deemed to be in the state's interest. Any excess grant amount in the Grantee's possession shall be returned in the event of failure to finish or update the report.
- D. Other responsibilities of the Grantee under this Grant and applicable laws and regulations appear to have been carried out satisfactorily or there is no further state interest in keeping this Grant open for the purpose of securing performance.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the amount identified on the Face Sheet of this Grant for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A, Scope of Work and Budget incorporated herein, and by reference the Grantee's application for funding.

Grantee shall receive reimbursement for travel and other expenses as authorized in advance by COMMERCE as reimbursable. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates

5. DEBARMENT

A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

**SPECIAL TERMS AND CONDITIONS
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- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall 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, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a. The lower tier Grantee certifies, by signing this Grant 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 Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

6. ENVIRONMENTAL REVIEW

General Purpose, Housing Enhancement, and Economic Opportunity Grants

Funding in excess of the amount stipulated in **Attachment B, Letter to Incur Costs**, shall not be released to a Grantee by COMMERCE until the following conditions implementing 24 CFR part 58 are met:

- A. The Grantee must complete an environmental review of the project and make a finding of environmental impact. A notice of this finding must be published along with a notice of the Grantee's intent to request release of funds for the project unless the project is exempt from the publication requirements as described. The Grantee must allow a seven (7) or fifteen (15) day period for public review and comment following publication of the notices unless exempt under the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA). When this review and comment period expires, the Grantee may, after considering any comments received, submit a request for release of funds to COMMERCE. Upon receipt of the request, COMMERCE must allow a fifteen (15) day period for public review and comment. When COMMERCE's public review and comment period expires, COMMERCE may, after considering any comments received, formally notify the Grantee in writing of the release of federal funds for the project.
- B. This special condition is satisfied when the Grantee completes the environmental review and request for release of funds from COMMERCE. The special condition is effectively removed on the date COMMERCE provides the Grantee with written notice of release of funds.

Microenterprise Assistance, Planning-Only and Public Services Activities

Funding shall not be released to a Planning-Only Activities or Public Services Activities recipient until the following conditions are met: The Grantee assures that assisted activities are exempt under NEPA (24 CFR 58.34) and categorically exempt under SEPA (RCW 43.21C.110). The Grantee further assures that the activities do not come under the purview of any other federal, state, and known local environmental laws, statutes, regulations or executive orders. In addition, the Grantee assures it will document, in writing, its determination that each activity or project is exempt and meets the conditions specified for such exemption under NEPA (24 CFR 58.34(3)) (for Planning-Only) or 58.34(4) (for Public Services) and (SEPA) WAC 197-11-800.

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7. INDIRECT COSTS

The Grantee 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.

8. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

9. HISTORICAL OR CULTURAL ARTIFACTS, HUMAN REMAINS

In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation (DAHP) at (360) 586-3065. If human remains are discovered, the Grantee shall stop work, report the presence and location of the remains to the coroner and local law enforcement immediately, and contact DAHP and the concerned tribe's cultural staff or committee.

10. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

11. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including,

- Housing and Community Development (HCD) Act of 1974.
- CDBG regulations in 24 CFR Part 570.
- 2 CFR 200.
- Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law PL 116-136.
- Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grant, Fiscal Year 2019 and 2020 Community Development Block Grants, and for other Formula Programs, Docket No. FR-6218-N-01.

12. PERFORMANCE REPORTING

The Grantee, at such times and in such forms as COMMERCE may require, shall furnish periodic progress and performance reports pertaining to the activities undertaken pursuant to this Grant. These reports may include environmental review records, publication affidavits, procurement and contracting records, documentation of compliance with federal civil rights requirements, job creation records, program income reports, reports of the costs and obligations incurred in connection therewith, the final closeout report, and any other matters covered by this Grant. Activities funded by this Grant providing income-qualified direct assistance or direct services under the limited clientele, housing, or job creation CDBG National Objectives, must submit quarterly beneficiary reports as furnished by COMMERCE. Failure to submit these reports may result in COMMERCE withholding payment or terminating this Grant.

13. PROGRAM INCOME

Program income, as defined in 24 CFR 570.489(e), retains federal identity and will be used in accordance with CDBG-CV requirements. The Grantee must maintain records of program income received and expended, and annually report program income received after closeout of this Grant.

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Program Income shall be used to continue the same activities to benefit low- and moderate-income persons or, with COMMERCE approval, for other activities to benefit low- and moderate-income persons. Interest earned in excess of \$100 on CDBG funds received to reimburse incurred costs must be remitted to COMMERCE for return to the U.S. Treasury.

14. PROHIBITION ON CERTAIN FUNDS TRANSFERS

The Grantee that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal consideration, but must use such funds for activities eligible under title I of the HCD Act or permitted by waiver and alternative requirements that apply to the use of CDBG-CV funds.

15. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

16. SUBCONTRACTS FOR ENGINEERING SERVICES

Engineering firms must certify that they are authorized to do business in the state of Washington and are in full compliance with the requirements of the Board of Professional Registration. The Grantee shall require that engineering services providers be covered by errors and omissions insurance. The engineering firm shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the engineering firm and licensed staff employed or under contract to the engineering firm. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

17. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget
- Attachment B – Letter to Incur Cost, if applicable
- Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce as incorporated by reference on the Face Sheet

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/Subcontract" shall mean one not in the employment of the Grant, who is performing all or part of those services under this Grant under a separate Grant with the Contractor. The terms "subgrantee" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law.
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The

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Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

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11. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grantee.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grantee.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

15. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subcontract.

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16. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grantee shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

**GENERAL TERMS AND CONDITIONS
INTERAGENCY GRANT AGREEMENT
FEDERAL FUNDS**

- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A — SCOPE OF WORK AND BUDGET

Grantee: Jefferson County

Contract No. 20-6221C-114

Section A: Project Description / Deliverable

Jefferson County will make \$116,163 in CDBG-CV1 funds available to Olympic Community Action as a grant subrecipient. These funds will result in new and increased CDBG eligible public services for the Jefferson County CDBG-CV1 consortium service area, to stabilize eligible households impacted by COVID-19.

Total project costs are estimated at \$119,163.

Eligible public services will benefit approximately 300 persons and target services to limited clientele with principally low- and moderate-incomes based on a LMI household qualification process. CDBG-CV funded activities will prevent, prepare for, and respond to coronavirus.

Section B: Project Activities, Milestones and Budget

CDBG Budget Code	Budget Amount	Project Activities *Must complete each bulleted project activity to meet the corresponding milestone.	Performance Milestones
21A General Admin.	\$3000	- Execute grant contract with Commerce. - Verify the subrecipient does not have an active exclusion record in the federal award system (SAM.gov), include documentation in the CDBG file, and submit a copy to Commerce. - Establish a subrecipient agreement that includes the quarterly beneficiary reporting requirement. Submit a signed copy to Commerce. - Establish administrative, financial, reporting, and record keeping systems, including a system to prevent duplication of benefit.	Before first payment request
		Payment requests: - Review subrecipient reimbursement requests and project costs and invoices against project budget and contract start date. - Document local government's CDBG general administration costs. - Once costs are approved, prepare and submit payment request and project status report to Commerce. - Document receipt of grant funds and reimbursement of eligible costs.	Not more than monthly First payment request within 270 days from contract execution
		Submit a CDBG Beneficiary Report within 30 days of end of each calendar quarter.	1/31, 4/30, 7/30, 10/31
		- Complete applicable civil rights requirements. - Conduct an on-site monitoring of the subrecipient to verify the grant is used according to CDBG requirements and all costs reimbursed are allowable.	Prior to Commerce's on-site monitoring
		- Resolve all monitoring issues with CDBG. - Accomplish all grant activities. - Conduct a final public hearing to review project performance. - Submit a CDBG Contract Closeout Report.	Before requesting final 5% of CDBG award
		List CDBG expenditures in your annual Schedule of Expenditures of Federal Awards and arrange an audit with the State Auditor's Office to meet the Uniform Guidance (2 CFR Part 200).	Before audit

Section B: Project Activities, Milestones and Budget (continued)			
CDBG Budget Code	Budget Amount	Project Activities *Must complete each bulleted project activity to meet the corresponding milestone.	Performance Milestones
05X/05Q Public Services	\$116,163	▪ Complete the environmental review and prepare an environmental review record in compliance with NEPA requirements for CDBG. ▪ Develop and establish CDBG-CV program's policies and procedures, including CDBG income qualification, COVID-19 impact verification, prevent duplication of benefits, and beneficiary reporting requirements. ▪ Deliver the direct services identified in the CDBG application through the Olympic Community Action. ▪ Allocate and manage public services funds as established in the approved subrecipient agreement and budget, and prevent duplication of benefits. ▪ Meet the CDBG national objective of principally benefiting low- and moderate-income persons. ▪ Accomplish HUD's outcome of increasing the availability and accessibility of services to achieve HUD's objective of creating suitable living environments.	Approx. 300 LMI persons receive direct services by 1/31/2023
TOTAL:		\$119,163	



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

January 21, 2021

The Honorable Kate Dean
Chair, Board of Jefferson County Commissioners
PO Box 1220
Port Townsend, WA 98368

Dear Commissioner Dean:

I am pleased to inform you that Commerce has awarded Jefferson County up to \$119,163 in federal Community Development Block Grant - Coronavirus (CDBG-CV) funds. This award is based on the jurisdiction's CDBG-CV1 application for activities to prevent, prepare for, and respond to coronavirus in partnership with local service providers for the CDBG-CV1 consortium area.

Prior to grant contract execution, this letter allows you to begin incurring costs not to exceed ten percent of your award as of March 27, 2020, for only the following activities:

- Administration including documented staffing, travel and training
- Pre-application costs, such as public hearing notices and documented staffing and time for the CDBG-CV1 consortium building and application
- Review of environmental laws and authorities, including Section 106 of the National Historic preservation Act of 1996
- Preliminary engineering design work and consultations needed for the environmental review
- Subrecipient agreements or professional service contracts for any of the above activities

A CDBG subrecipient agreement, for use if you pass these funds through to a service provider to implement the grant, is available in Section 18 of the CDBG Management Handbook, which is available electronically at www.commerce.wa.gov/cdbg and [here](#).

CDBG procurement requirements must be followed before hiring professional services or contractors to be funded by this CDBG award. These requirements are in Sections 5 and 7 of the CDBG Management Handbook.

CDBG-specific compliance with the National Environmental Policy Act (NEPA) must be completed before any construction bid advertising or property acquisition activity can occur. These procedures are described in Section 6 of the CDBG Management Handbook.

The Honorable Kate Dean
January 21, 2021
Page 2

Eligible costs will be reimbursed by Commerce after your grant contract with Commerce is executed and the NEPA environmental review is complete (see enclosure for further explanation).

All costs to be reimbursed must comply with applicable state and federal requirements. Additional CDBG-CV1 implementation guidance is available on the CDBG-CV website [here](#) and forthcoming.

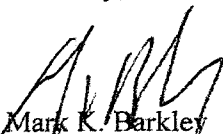
The jurisdiction must have an active and unexpired Dun and Bradstreet Numbering System (DUNS) in the System for Award Management (SAM) to avoid delays in the disbursement of funds. Grantees are required to maintain an active SAM registration for the duration of their contract by re-activating their DUNS number annually at the following website:
<https://www.sam.gov/SAM/>.

If your project is not ready to proceed, resulting in the contract's execution being delayed over 90 days from the date of this letter, the CDBG-CV1 award may be rescinded.

Your contract manager will be contacting you to develop the grant contract. Until then, if you have any questions, please contact Kaaren Roe at 360.725.3018 or kaaren.roe@commerce.wa.gov.

I congratulate you and others for your efforts thus far. We look forward to working with you to address the impacts of COVID-19 in your communities.

Sincerely,


Mark K. Barkley
Assistant Director

Enclosure

cc: Judy Shepard, Chief Accountant

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Adiel McKnight, Executive Assistant

DATE: February 16, 2021

SUBJECT: AGREEMENT, Subrecipient re: Community Development Block Grant (CDBG) Public Services to stabilize eligible households impacted by COVID-19; In the Amount of \$116,163; Jefferson County Administrator; Olympic Community Action Program (OlyCAP)

STATEMENT OF ISSUE:

For several years, Jefferson County has received and administered the Washington State Department of Commerce's Community Development Block Grant (CDBG). The BOCC also approved a contract between Department of Commerce and Jefferson County to fund public services to stabilize eligible households impacted by COVID-19.

Jefferson County has historically contracted with Olympic Community Action Programs (OlyCAP) as the Subrecipient who provides the service directly to the public.

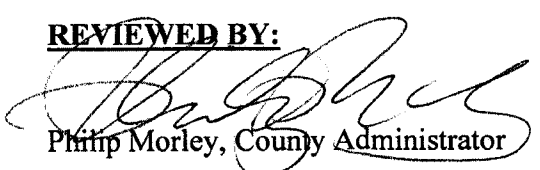
FISCAL IMPACT:

The agreement provides \$116,163 to go to Subrecipient for public service program costs. In addition to that amount, Jefferson County will receive \$3,000 for grant administration.

RECOMMENDATION:

Approve the Subrecipient agreement with Olympic Community Action Program (OlyCAP).

REVIEWED BY:


Philip Morley, County Administrator


Date

CONTRACT REVIEW FORM

CONTRACT WITH: OlyCAP TRACKING NO.: BOCC 2021-12
(Contractor/Consultant)
CONTRACT FOR: Subrecipient for CDBG Public Services Grant TERM: 1-31-2023

COUNTY DEPARTMENT: County Administrator

RECEIVED

For More Information Contact: Judy Shepherd

Contact Phone #: Ext. 231

FEB 03 2021

RETURN TO: Adiel McKnight
(Person in Department)

RETURN BY: ASAP

JEFFERSON COUNTY
COMMISSIONERS

AMOUNT: \$116,163

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

Revenue _____

Expenditure _____

Matching funds Required _____

Source(s) of Matching Funds _____

Step 1:

REVIEW BY RISK MANAGEMENT

Review by: _____

Date Reviewed: _____



APPROVED FORM

☐ Returned for revision (See Comments)

Comments _____

Step 2:

REVIEW BY PROSECUTING ATTORNEY

Review by: _____

Date Reviewed: _____

Philip C. Hunsucker

Chief Civil Deputy Prosecuting Attorney



APPROVED AS TO FORM

☐ Returned for revision (See Comments)

Comments _____

Step 3: (If required) DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY

Step 4: CONTRACTOR/CONSULTANT SIGNS APPROPRIATE NUMBER OF ORIGINALS

Step 5: SUBMIT TO BOCC FOR APPROVAL

Submit original Contract(s), Agenda Request, and Contract Review form. Also, please send 2 copies of just the Contract(s) (with the originals) to the BOCC Office. Place "Sign Here" markers on all places the BOCC needs to sign.

MUST be in BOCC Office by 4:30 p.m. TUESDAY for the following Monday's agenda.

(This form to stay with contract throughout the contract review process.)

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Adiel McKnight, Executive Assistant

DATE: February 16, 2021

SUBJECT: AGREEMENT, Subrecipient re: Community Development Block Grant (CDBG) Public Services to stabilize eligible households impacted by COVID-19; In the Amount of \$116,163; Jefferson County Administrator; Olympic Community Action Program (OlyCAP)

STATEMENT OF ISSUE:

For several years, Jefferson County has received and administered the Washington State Department of Commerce's Community Development Block Grant (CDBG). The BOCC also approved a contract between Department of Commerce and Jefferson County to fund public services to stabilize eligible households impacted by COVID-19.

Jefferson County has historically contracted with Olympic Community Action Programs (OlyCAP) as the Subrecipient who provides the service directly to the public.

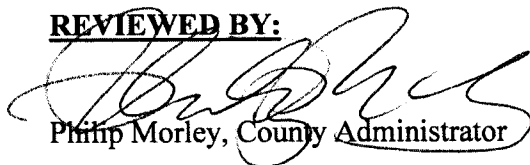
FISCAL IMPACT:

The agreement provides \$116,163 to go to Subrecipient for public service program costs. In addition to that amount, Jefferson County will receive \$3,000 for grant administration.

RECOMMENDATION:

Approve the Subrecipient agreement with Olympic Community Action Program (OlyCAP).

REVIEWED BY:


Philip Morley, County Administrator


Date

CONTRACT REVIEW FORM

CONTRACT WITH: OlyCAP TRACKING NO.: BOCC 2021-12
(Contractor/Consultant)
CONTRACT FOR: Subrecipient for CDBG Public Services Grant TERM: 1-31-2023

COUNTY DEPARTMENT: County Administrator

RECEIVED

For More Information Contact: Judy Shepherd

Contact Phone #: Ext. 231

FEB 03 2021

RETURN TO: Adiel McKnight
(Person in Department)

RETURN BY: ASAP

**JEFFERSON COUNTY
COMMISSIONERS**

AMOUNT: \$116,163

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

Revenue _____

Expenditure _____

Matching funds Required _____

Source(s) of Matching Funds _____

Step 1:

REVIEW BY RISK MANAGEMENT

Review by: _____

Date Reviewed: _____



APPROVED FORM

☐ Returned for revision (See Comments)

Comments _____

Step 2:

REVIEW BY PROSECUTING ATTORNEY

Review by: _____

Date Reviewed: _____

P. C. Hunsucker Philip C. Hunsucker

Chief Civil Deputy Prosecuting Attorney



APPROVED AS TO FORM

☐ Returned for revision (See Comments)

Comments _____

Step 3:

(If required) DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY

Step 4:

CONTRACTOR/CONSULTANT SIGNS APPROPRIATE NUMBER OF ORIGINALS

Step 5:

SUBMIT TO BOCC FOR APPROVAL

Submit original Contract(s), Agenda Request, and Contract Review form. Also, please send 2 copies of just the Contract(s) (with the originals) to the BOCC Office. Place "Sign Here" markers on all places the BOCC needs to sign.

MUST be in BOCC Office by 4:30 p.m. TUESDAY for the following Monday's agenda.

(This form to stay with contract throughout the contract review process.)



Board of County Commissioners
1820 Jefferson Street
PO Box 1220
Port Townsend, WA 98368

Kate Dean, District 1 Heidi Eisenhour, District 2 Greg Brotherton, District 3

February 18, 2021

Olympic Community Action Programs (OlyCAP)
Attn: Cherish Cronmiller, Executive Director
823 Commerce Loop
Port Townsend, WA 98368

Re: AGREEMENT, Subrecipient re: Community Development Block Grant (CDBG) Public Services to stabilize eligible households impacted by COVID-19; In the Amount of \$116,163; Jefferson County Administrator; Olympic Community Action Program (OlyCAP)

Dear Ms. Cronmiller,

Enclosed is the Original re: **AGREEMENT, Subrecipient re: Community Development Block Grant (CDBG) Public Services to stabilize eligible households impacted by COVID-19; In the Amount of \$116,163; Jefferson County Administrator; Olympic Community Action Program (OlyCAP)**

Please sign the Original. Keep a copy for your own records and please return the signed Original to the following address:

Jefferson County Commissioners Office
Attn: Julie Shannon
PO Box 1220
Port Townsend, WA. 98368

Please contact our office if you have any questions.

Thank you,

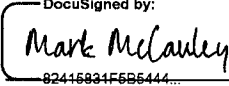
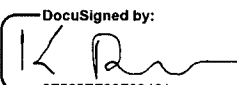
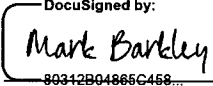


Julie Shannon
Executive Secretary II
Jefferson County Commissioners Office
360 385 9100
jshannon@co.jefferson.wa.us

Enclosure

Contract Number: 20-6221C-114
Amendment Number: A

Washington State Department of Commerce
Local Government Division
Community Assistance and Research Unit
CDBG-CV1 and CDBG-CV2

1. Grantee Jefferson County PO Box 563 Port Townsend, WA 98368		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative (only if updated) Judy Shepherd, Chief Accountant Phone: (360) 385-9231 Email: jshepherd@co.jefferson.wa.us		4. COMMERCE Representative (only if updated) Jennifer Lewis, Project Manager Phone: (360) 890-1048 jennifer.lewis@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Original Grant Amount (and any previous amendments) \$119,163	6. Amendment Amount \$102,385	7. New Grant Amount \$221,548	
8. Amendment Funding Source Federal: X State: Other: N/A:		9. Amendment Start Date Date of Execution	10. Amendment End Date June 30, 2023
11. Federal Funds (as applicable): \$221,548	Federal Agency: U.S. Department of Housing and Urban Development	CFDA Number: 14.228	
12. Amendment Purpose: To add the CDBG-CV2 grant amount to the CDBG-CV1 grant amount; to revise the scope of work for the additional funds; and to increase activities that prevent, prepare for, and respond to coronavirus in the CDBG-CV consortium area. To update Special Terms & Conditions, 3. Acknowledgement of Federal Funds to Washington State: CDBG-CV Federal Award Date – February 11, 2021; CDBG-CV Total Federal Award Amount - \$38,217,218.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant Amendment 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 are governed by this Grant Amendment and the following other documents incorporated by reference: Attachment "A" –Scope of Work and Budget for Amendment A. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee.			
FOR GRANTEE DocuSigned by:  82415834F6B5444... Mark McCauley, Interim Jefferson County Administrator _____ Date DocuSigned by:  0F565EF88F09461... The Honorable Kate Dean, County Commissioner Chair Jefferson County _____ Date		FOR COMMERCE DocuSigned by:  80342B04886C468... Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY Sandra Adix Assistant Attorney General 3/20/2014 _____ Date	

Amendment Face Sheet

ATTACHMENT A — SCOPE OF WORK AND BUDGET**Grantee: Jefferson County****Contract No. 20-6221C-114****Section A: Project Description / Deliverable**

Jefferson County is awarded a \$102,385 CDBG-CV2 Grant. Of these funds, the County will make \$99,385 in CDBG-CV2 funds available to Olympic Community Action Programs as a grant subrecipient. These funds will result in new and increased CDBG eligible public services for the Jefferson County CDBG-CV2 consortium service area, to help stabilize eligible households impacted by COVID-19. Combined with the County's CDBG-CV1 award of \$119,163, the CDBG-CV Grant totals \$221,548. This amended Scope of Work applies to the combined total award.

Eligible public services will benefit a combined total of approximately 350 persons and target services to limited clientele with principally low- and moderate-incomes based on a LMI household qualification process. CDBG-CV funded activities will prevent, prepare for, and respond to coronavirus.

Section B: Project Activities, Milestones and Budget

CDBG Budget Code	Budget Amount	Project Activities	Performance Milestones
21A General Admin.	\$6,000	*Must complete each bulleted project activity to meet the corresponding milestone. - Execute grant amendment with Commerce. - Verify the subrecipient does not have an active exclusion record in the federal award system (SAM.gov), include documentation in the CDBG-CV file, and submit a copy to Commerce. - Establish/amend a subrecipient agreement that [includes the quarterly beneficiary reporting requirement. Submit a signed copy to Commerce. - Establish administrative, financial, reporting, and record keeping systems, including a system to prevent duplication of benefit. Payment requests: - Review subrecipient reimbursement requests and project costs and invoices against project budget and contract start date. - Document local government's CDBG-CV general administration costs. - Once costs are approved, prepare and submit payment request and project status report to Commerce. - Document receipt of grant funds and reimbursement of eligible costs. - Submit a CDBG Beneficiary Report within 30 days of end of each calendar quarter.	Before first payment request Not more than monthly First payment request within 270 days from contract execution By 1/31, 4/30, 7/31, and 10/31 Prior to Commerce's on-site monitoring

Amendment Face Sheet

	- Resolve all monitoring issues with state CDBG-CV program. - Accomplish all grant activities. - Conduct a final public hearing to review project performance. - Submit a CDBG-CV Contract Closeout Report.	Before requesting final 5% of CDBG-CV award
	List CDBG-CV expenditures in your annual Schedule of Expenditures of Federal Awards and arrange an audit with the State Auditor's Office to meet the Uniform Guidance (2 CFR Part 200).	Before audit

Section B: Project Activities, Milestones and Budget (continued)

CDBG Budget Code	Budget Amount	Project Activities	Performance Milestones
05 Public Services 05Q Subsistence Payments	\$215,548	*Must complete each bulleted project activity to meet the corresponding milestone. - Complete the environmental review and prepare an environmental review record in compliance with NEPA requirements for CDBG. - Develop and establish CDBG-CV program's policies and procedures, including CDBG income qualification, COVID-19 impact verification, prevent duplication of benefits, and beneficiary reporting requirements. - Deliver the direct services identified in the CDBG-CV application through the Olympic Community Action Partnership. - Allocate and manage public services funds as established in the approved subrecipient agreement and budget, and prevent duplication of benefits. - Meet the CDBG national objective of principally benefiting low- and moderate-income persons. - Accomplish HUD's outcome of increasing the availability and accessibility of services to achieve HUD's objective of creating suitable living environments.	Approx. 350 LMI persons receive direct services by 6/30/2023
TOTAL:		\$221,548	

Certificate Of Completion

Envelope Id: 6AE9E416F3CA434D98EE1E3E3A34FECE

Status: Completed

Subject: DocuSign: 20-6221C-114 Jefferson County Amendment A CV2

Division:

Local Government

Program: CDBG-CV CV2

ContractNumber: 20-6221C-114 Jefferson County Amendment A CV2

DocumentType:

Contract Amendment

Source Envelope:

Document Pages: 3

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Stacey Voigt

AutoNav: Enabled

1011 Plum Street SE

Enveloped Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

stacey.voigt@commerce.wa.gov

IP Address: 147.55.134.125

Record Tracking

Status: Original

Holder: Stacey Voigt

Location: DocuSign

11/16/2021 1:45:50 PM

stacey.voigt@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

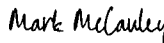
Signer Events

Mark McCauley

MMcCauley@co.jefferson.wa.us

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

82415831F5B5444...

Timestamp

Sent: 11/17/2021 9:48:10 AM

Viewed: 11/21/2021 11:43:22 AM

Signed: 11/21/2021 11:43:45 AM

Signature Adoption: Pre-selected Style

Using IP Address: 64.184.145.20

Electronic Record and Signature Disclosure:

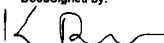
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Kate Dean

kdean@co.jefferson.wa.us

Security Level: Email, Account Authentication
(None)

DocuSigned by:

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Resent: 12/2/2021 10:47:12 AM

Viewed: 11/30/2021 4:45:11 PM

Signed: 12/2/2021 5:15:37 PM

Signature Adoption: Drawn on Device

Using IP Address: 172.58.46.239

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 11/5/2021 1:14:05 PM

ID: e42e8c24-feca-4e5d-9659-786fcb8ca893

Tina Hochwender

tina.hochwender@commerce.wa.gov

Security Level: Email, Account Authentication
(None)

Completed

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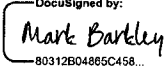
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Signed: 12/2/2021 5:51:15 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Tony Hanson tony.hanson@commerce.wa.gov Washington State Department of Commerce Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 73.225.183.45 Signed using mobile	Sent: 12/2/2021 5:51:18 PM Viewed: 12/3/2021 6:29:19 AM Signed: 12/3/2021 6:29:28 AM

Mark Barkley mark.barkley@commerce.wa.gov Assistant Director Washington State Department of Commerce Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	DocuSigned by:  80312B04865C458... Signature Adoption: Pre-selected Style Using IP Address: 147.55.149.181	Sent: 12/3/2021 6:29:31 AM Viewed: 12/3/2021 6:30:19 AM Signed: 12/3/2021 6:30:25 AM
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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
Carbon Copy Events	Status	Timestamp
Jennifer Lewis jennifer.lewis@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/3/2021 6:30:27 AM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/17/2021 9:48:10 AM
Certified Delivered	Security Checked	12/3/2021 6:30:19 AM
Signing Complete	Security Checked	12/3/2021 6:30:25 AM
Completed	Security Checked	12/3/2021 6:30:27 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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