

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Amanda Christofferson, Grants Administrator

DATE: September 3, 2024

SUBJECT: This agenda request presents an Interagency Agreement with Washington State Department of Agriculture (WSDA) for grant funding to fill a gap in emergency food resources for the Jefferson County Emergency Shelter for signature by BOCC.

STATEMENT OF ISSUE:

There is a need for funding to support the food program associated with the Jefferson County Emergency Shelter at the American Legion. Washington State Department of Agriculture is disbursing funds provided to Washington State by the American Rescue Plan Act of 2021 via ESSB 5187 to counties for the purpose of building relationships between emergency food response networks and filling gaps in emergency food resources. WSDA has allocated \$11,663.84 to Jefferson County for Emergency Food resources.

ANALYSIS:

The Auditors office conferred with Departments of Emergency Management and Public Health on use of these funds to support the food program associated with the emergency shelter. All Directors agreed that this would be a beneficial use. The county will use these grant funds to reimburse food expenses associated with providing meals at the shelter to Bayside Housing & Services.

FISCAL IMPACT:

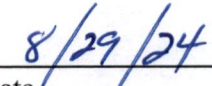
This is a \$11,663.84 grant to the county and will defray expenses associated with operating the emergency shelter.

RECOMMENDATION:

Staff requests the Board approve a motion to sign the Interagency Agreement with Washington State Department of Agriculture for emergency food resources funding.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Washington State Department of Agriculture

Contract No: K5558

Contract For: Emergency Food Response

Term: August 15, 2024 - June 30, 2025

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

AMOUNT: \$11,663.84

Revenue: \$11,663.84 (Grant funding)

Expenditure:

Matching Funds Required: None

Sources(s) of Matching Funds N/A

Fund # 123-000-010

Munis Org/Obj TBD

PROCESS:

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

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐

Amanda Christofferson
Digitally signed by Amanda Christofferson
Date: 2024.08.27 11:24:23 -0700

Signature

Date

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

CERTIFIED: ☒ N/A: ☐

Amanda Christofferson
Digitally signed by Amanda Christofferson
Date: 2024.08.27 11:24:49 -0700

Signature

Date

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

Electronically approved by Risk Management on 8/28/2024.
State agreement. Cannot change.

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

Electronically approved as to form by PAO on 8/29/2024.
State language - cannot change.

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

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
JEFFERSON COUNTY**

Agreement number K5558 is made and entered into by and between the Washington State Department of Agriculture, "WSDA" or "Agency," located at 1111 Washington St. SE, PO Box 42560, Olympia, WA 98504-2560, and Jefferson County or "Subrecipient", located at 1820 Jefferson Street, Port Townsend, WA 98368. Subrecipient's UEI is: FGN7DDMJ7H7

AUTHORITY

Funding for this agreement has been provided in the 2023-2025 biennial state Operating Budget, ESSB 5187, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802.

PURPOSE

The purpose of this agreement is to facilitate strong relationships and effective communication channels among Washington state's emergency food response networks, including county and state government agencies and local hunger relief organizations. To fill continued gaps in emergency food resources, funding will be used for county-directed procurement and distribution of emergency food to hunger relief organizations as part of a state alternative to the federal USDA Farmers to Food Box program. This agreement is part of the state's coordinated response to increase farm and food business viability, reduce food access barriers for socially disadvantaged communities, and increase food security for all Washingtonians while contributing to long-term emergency preparedness and food system resilience.

STATEMENT OF WORK

The Subrecipient shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in **Exhibit "A"** attached and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on August 15, 2024, or upon execution, whichever is later, and end on June 30, 2025, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$11,663.84**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be in accordance with the Budget in **Exhibit "B"** which is attached and incorporated herein. The committed funding is from the Coronavirus State Fiscal Recovery Fund, Assistance Listing 21.027.

Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations.

C. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

AUDIT

Federal Funding of \$750,000 or more. If Subrecipient expends \$750,000 or more from all federal sources during Subrecipient's fiscal year, as determined under § 200.501 of the Federal Award Uniform Guidance, Subrecipient shall obtain an annual Single Audit conducted in accordance with § 200.514 except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of § 200.501. The \$750,000 includes the value of food received from federal food programs and any other federal funding sources.

DEBARMENT, SUSPENSION AND INELIGIBILITY

The Subrecipient certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by the State of Washington and any federal department or agency. Signature of this contract certifies that to the best of its knowledge that they:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local government entity;
- b. Have not within a three-year period preceding this contract been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or Agreement (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

- a. WSDA Agreement Number K5558.
- b. Subrecipient's Statewide Vendor Registration number assigned by Washington State Office of Financial Management (OFM).
- c. The month and year of the billed services.
- d. The total cost for each budget line item of Exhibit "B" – Budget for each month billed.
- e. The total invoice amount.

If Subrecipient does not have an invoice template to request payment, Subrecipient can request a copy of a Certified State Invoice Voucher (Form A-19) from WSDA. Invoices shall be submitted electronically to WSDA's Contract Manager by the 20th of each month for services provided in the previous calendar month.

Payment shall be made after acceptance by WSDA's Contract Manager of each deliverable as described in the Statement of Work. No payment in advance or in anticipation of services or supplies under this Contract shall be made by WSDA. Invoices and supporting documentation must be submitted within 90 days of completion of all services to be eligible for payment. If invoices and supporting documentation are not submitted within 90 days of the provision of service, then payment may be forfeited. Claims for payment submitted by the Subrecipient to WSDA for costs due and payable under this Contract that were incurred prior to the end date of the period of performance shall be paid if received by WSDA within 15 days.

DUPLICATION OF BILLED COSTS

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

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the Agency may:

- a. Terminate this Agreement with 30 days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination;
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions;
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables; or,
- d. Pursue such other alternative as the parties mutually agree to writing.

MAINTENANCE OF RECORDS

- a. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the contract, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter 43.17.330 RCW, in which event the Governor's process will control.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Subrecipient shall ensure that all Subcontractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Subrecipient shall also ensure that all Subcontractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. 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 Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the

ALL WRITINGS CONTAINED HEREIN

This Agreement, consisting of twelve (12) pages, contains all the terms and conditions agreed upon by the parties, which will be delivered in accordance with the WSDA General Terms and Conditions. It is executed by the persons signing below who warrant that they have the authority to execute the contract. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Jefferson County

Kate Dean

(Print Name)

Chair

(Title)

(Signature)

(Date)

SEAL:

Washington State Department of Agriculture

Jason Ferrante

(Print Name)

Deputy Director

(Title)

(Signature)

(Date)

ATTEST:

Carolyn Gallaway, CMC

(Print Name)

Clerk of the Board

(Title)

(Signature)

(Date)

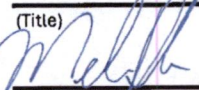
Approved as to form only:

Philip C. Hunsucker

(Print Name)

Chief Civil Deputy Prosecuting Attorney

(Title)


(Signature)

for

08/29/2024

(Date)

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ATTEST:

Carolyn Gallaway, CMC

(Print Name)

Clerk of the Board

(Title)

(Signature)

(Date)

Approved as to form only:

Philip C. Hunsucker

(Print Name)

Chief Civil Deputy Prosecuting Attorney

(Title)

(Signature)

(Date)

Washington State Department of Agriculture

Jason Ferrante

(Print Name)

Deputy Director

(Title)

(Signature)

(Date)

Documents. The Subrecipient will produce and deliver the following written reports and other documents (“deliverables”) by the dates indicated in the following chart. The Subrecipient’s delivery of each document will entitle the Subrecipient to submit an invoice for the applicable amount set forth below.

Document	Due Date	Applicable Fee
Monthly Summary of Expenses & Activities to include: • Expenses by budget category for that month • Direct purchasing summary by vendor and amount • New subaward agreements by organization name and total amount	Monthly on the 20th	All allowable billed expenses will be reimbursed up to budget totals by category on Exhibit “B”
Final report on project activities. Report to include: • Total amount of funding spent on the purchase of food by Subrecipient or Subcontractor(s), • Summary of hunger relief organizations that received food or funding through this award, including organization name and location, • Number and list of farms and food producers Subrecipient or Subcontractor(s) sourced emergency food from, • Total amount of funding spent on the purchase of food per farm or food producer, • Number of households served by hunger relief organizations that received food or funding through this award during the period of performance, • Total pounds of food purchased by Subrecipient or Subcontractor(s), • Total pounds of food purchased by type: 1. Produce, 2. Meat, 3. Seafood, 4. Non-meat protein, 5. Dairy, 6. Grain, 7. Other, and, • Lessons learned.	July 15, 2025	N/A
Final report on food security recommendations related to future public health emergencies. Report to include: • Recommendations on preferred communication channels between local government agencies and state government specific to food assistance and emergency food response; • A link to or copy of Jefferson County’s current emergency response plan for feeding people during an emergency response, including existing community networks, and; • Lessons learned from COVID-19 food security response to inform future emergency actions.	July 15, 2025	N/A