

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Amanda Christofferson, Grants Administrator

DATE: August 11, 2025

SUBJECT: Contract with Washington State Department of Commerce Housing Division - Homelessness Assistance Unit, Document Recording Fee Backfill

STATEMENT OF ISSUE:

Washington State legislature recognized that the decline in document recording due to the decline in home sales reduced the revenue in the Local Document Fee Program for Affordable/Homeless Housing via State RCW 36.22.250. They authorized for local jurisdictions to receive this supplemental/backfill funding via the Washington State Department of Commerce Housing Division – Homelessness Assistance Unit.

ANALYSIS:

The Auditors office will manage and bill the grant. Revenue will be received in Fund 149 and used to support the expense of the Jefferson County Emergency Shelter.

FISCAL IMPACT:

This is \$168,961 in grant revenue, with no match requirement.

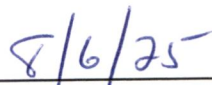
RECOMMENDATION:

Staff requests the Board approve a motion to designate the County Administrator to sign the Contract Number: 26-46108-102 for Document Recording Fee Backfill via DocuSign.

REVIEWED BY:



Josh Peters, County Administrator



Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Washington State Department of Commerce

Contract No: 26-46108-102

Contract For: Document Recording Fee Backfill

Term: 7/1/2025 - 6/30/2027

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

AMOUNT: 168,961.00
Revenue: 168,961.00
Expenditure: _____
Matching Funds Required: _____
Sources(s) of Matching Funds: _____
Fund #: 149
Munis Org/Obj: 14933404 / 334091

PROCESS:

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

APPROVAL STEPS:

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

CERTIFIED: ☐ N/A: ☒ Amanda Christofferson 7/25/2025
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 7/25/2025
Signature Date

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

Electronically approved by Risk Management on 8/6/2025.
Signature line is for County Administrator, not BoCC Chair. Presuming this is appropriate, County Administrator will sign via DocuSign once Board approves contract.

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

Electronically approved as to form by PAO on 8/6/2025.
State grant agreement. Hard to change. If final signatures are through DocuSign, please send the DocuSign link for PAO signature to PAOChiefCivil@co.jefferson.wa.us.

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

INSTRUCTIONS

Do not apply digital signatures until the entire packet is ready to submit.

APPROVAL STEPS:

STEP 1: COMPLIANCE WITH JCC 3.55.080 3.55.080 and Chapter 42.23 RCW. Department Heads or Elected Officials for departments who are proposing the contract must check one of the two boxes: (1) Check the "Certification" box, demonstrating compliance with that JCC 3.55.080 and Chapter 42.23 RCW; **or**, (2) Check the "N/A" box, verifying that certification does not apply: (a) For approval of contracts before a contractor is selected; **or**, (b) For contracts with other government agencies, including interlocal agreements. Department Heads or Elected Officials may delegate this responsibility to certify the Contract Review Form in writing to a person who has been trained to determine compliance with JCC 3.55.080 and Chapter 42.23 RCW. JCC 3.55.080 states: "All persons involved in county purchasing are required to follow the rules regarding conflicts of interest as set forth in Chapter 42.23 RCW, as now or hereafter amended, and, in addition thereto, are expressly prohibited from accepting, directly or indirectly, from any person, company, firm, or corporation to which any procurement or contract is or might be awarded, any rebate, gift, money or anything of value whatsoever, except where given for the use and benefit of the county."

STEP 2: CERTIFICATION THAT THE CONTRACTOR HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY. Department Heads or Elected Officials for departments who are proposing the contract must check one of the two boxes: (1) Check the "Certification" box, demonstrating that the contractor has **not** been debarred by a government agency; **or**, (2) Check the "N/A" box, verifying that certification does not apply: (a) For approval of contracts before a contractor is selected; **or**, (b) For contracts with other government agencies that do not involve grant funding, including interlocal agreements. Department Heads or Elected Officials may delegate this responsibility to certify the Contract Review Form in writing to a person who has been trained to determine whether contractors have been debarred by a government agency. Contractors who have been debarred by a government agency are not eligible to contract with that agency or Jefferson County. Jefferson County does not want to contract with debarred contractors because they are considered untrustworthy. In addition, where grant funding is involved, debarred contractors usually are not eligible to receive grant money and, if they are given grant funding, the County may be required to repay spent grant funding. At a minimum, checking the certified box requires checking:

- Exclusions Section of the Federal Government Services Administration System for Award Management (SAM) at <https://sam.gov/content/exclusions>; and,
- The Washington State Department of Labor & Industries Debarred Contractors List website (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>).

In addition, before checking the "Certification" box, the department should ask contractors to verify they have not been debarred by a federal, state or local government agency. The department may satisfy Step 2 by attaching the standard debarment certificate completed by the contractor. However, even if a standard debarment certificate is attached, the "Certification" box still must be checked to satisfy Step 2.

STEP 3: RISK MANAGEMENT REVIEW. Risk management review of all contracts is required by the County's relationship with the Washington Counties Risk Pool and by the County's risk management resolution. Risk management review involves determining whether the contract is a valid contract and whether the contract language, including risk allocation provisions like indemnity and insurance requirements, adequately protect the County from risks posed by the contract.

STEP 4: PROSECUTING ATTORNEY REVIEW. Legal review of all contracts by the Prosecuting Attorney's Office (PAO) is required by the County's relationship documents with the Washington Counties Risk Pool and by the County's risk management resolution. Review by the PAO involves determining whether the contract is a valid and unambiguous contract and may include whether the contract language, including risk allocation provisions, adequately protect the County from risks posed by the contract.

STEP 5: REVISIONS, IF REQUIRED BY RISK MANAGEMENT OR THE PAO. If required, the department makes revisions suggested by risk management or the PAO. Then, the department resubmits the revised contract to risk management and the PAO.

STEP 6: CONTRACTOR SIGNS. Obtain the contractor's signature before submitting to the Board of County Commissioners (BoCC) for approval.

STEP 7: SUBMIT TO BOCC FOR APPROVAL.

1. Print 3 duplicate originals of the contract for the Commissioners' signature.
2. The submittal should include:
 - a. The 3 duplicate originals, each with PAO's signature approving the contract as to form;
 - b. This Contract Review Form showing approval by Risk Management and the PAO; and,
 - c. An Agenda Request.
3. Send all together in a hard copy packet to Attn: Julie/BoCC Office via interoffice mail to submit to the BoCC Agenda. The Deadline for Agenda Items is Tuesday's by 4:30 p.m. in order to be included on the following Monday's Agenda. If the submission does not meet this deadline, it will be added to the agenda for next Monday regular meeting of the BoCC.

QUESTIONS:

Questions about contracting and contract review should be presented first to the person in the department responsible for submission of contracts for approval. If questions cannot be answered within the department, then questions should be presented to Risk Management or the PAO's Civil Department. For questions about scheduling Agenda items, posting Agenda items, etc., please email or call Julie Shannon, BoCC Office, x384.



Interagency Agreement with

Jefferson County

Through

Housing Division Homelessness Assistance Unit

Contract Number:

26-46108-102

For

Document Recording Fee Backfill

Dated: July 1, 2025



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Face Sheet

Contract Number: 26-46108-102

**Washington State Department of Commerce
Housing Division - Homelessness Assistance Unit (HAU)**

DS
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1. Contractor Jefferson County 1820 Jefferson St. Port Townsend, WA 98368		2. Contractor Doing Business As (as applicable) 	
3. Contractor Representative Amanda Christofferson Grant Administrator 360-385-9232 amchristofferson@co.jefferson.wa.us		4. COMMERCE Representative Esmeralda Zavala Montalvo Compliance Manager 360-725-2816 esmeralda.zavala-montalvo@commerce.wa.gov	
5. Contract Amount \$168,961	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date July 1, 2025	8. End Date June 30, 2027
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # 0002430-28	12. UBI # 161-001-169
13. UEI # FGN7DDMJJA7H7			
14. Award Method Direct: ☒ Competitive: ☐		NOFO/RFX # N/A	
Proviso # N/A			
15. Contract Purpose Document Recording Fee Backfill funds are "for maintaining programs and investments" under local homeless housing plans and affordable housing under RCW 36.22.178. Funds must be prioritized for preserving and maintaining existing programs and service levels, as reported to Commerce in the SFY 2024 Annual Expenditure Report			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" - Budget, and Attachment "C" - Complaint Procedure.			
FOR CONTRACTOR _____ Josh Peters, County Administrator _____ Signature _____ Date Approved as to form only: _____		FOR COMMERCE _____ Tedd Kelleher, Interim Assistant Director Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

DS
KK

Philip C. Hunsucker, _____ Date
 Chief Civil Deputy Prosecuting Attorney



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT 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 Contract.

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$168,961 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation shall be based on the terms of the Scope of Work and Budget.

Expenses

Grantee shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$168,961, which amount is included in the Grant total above.

If travel is required to complete the scope of work and is approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Grant Number 26-46108-102.

If applicable, Grantee must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of \$50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.

Any expense reimbursed under this Grant which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Grantee's Statewide Vendor (SWV) number.



COMMERCE may, in its sole discretion, terminate this Grant or withhold payments if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

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

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Grantee must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Grant.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

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

Disallowed Costs

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

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Cost Date

Allowable expenses paid by Grantee from July 1, 2025 through the end date listed on the Face Sheet are eligible for reimbursement under this Contract subject to reimbursement requirements stated herein.

5. SUBCONTRACTOR DATA COLLECTION

Contractor 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 Contract performed by subcontractors and the portion of Contract 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.

6. 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.

Additionally, the Contractor is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants, as follows:



Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subgrant activity but no less than \$1,000,000 per occurrence.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, 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
- Attachment B – Budget
- CHG Guidelines, incorporated by reference on the Face Sheet.



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, 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 Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- 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, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract 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 Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor 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 Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.



- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract 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 Contractor 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor 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 Contract 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 Contractor 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 Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

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 Contract shall be construed and interpreted in accordance with the laws of the state of Washington, 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 Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, 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 Contractor 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 Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract 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 Contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, 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 Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Contract 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 Contract.

15. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Contractor 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 Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release



or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor'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 Subcontractor's performance of the subcontract.

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract 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 Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (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 Contract 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 Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor 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 Contract. COMMERCE may withhold from any amounts due the Contractor 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 Contract.

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



- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- 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 Contractor under the orders and 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 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 Contract 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 Contract, which is in the possession of the Contractor and in which COMMERCE 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 Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, 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 Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or 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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

Document Recording Fees (DRF) Backfill must be prioritized for preserving and maintaining existing program levels and service levels. Allowable uses for these funds are for any allowable Consolidated Homeless Grant activity and any allowable activity pursuant to uses of local document recording fees.

Lead and subgrantees must commit to reporting quality and timely HMIS data for projects funded with DRF Backfill.



Attachment B: Budget

DRF Backfill SFY 2026	\$168,961
Total	\$168,961



Attachment C: Complaint Procedure

Lead/subgrantees must have a complaint procedure for:

- ✓ all households seeking or receiving services,
- ✓ employees and volunteers, and
- ✓ public upon request

The Complaint Procedure must include:

- ✓ Contact information for who is responsible for handling complaints
- ✓ A description of how to submit a complaint
 - The submission process must allow for submission of anonymous complaints. An anonymous complaint and/or a complaint submitted using an alias must be identified as such for records purposes.
- ✓ Timelines, including expected follow-up response times.
- ✓ A description of how complaints will be addressed at the lead/subgrantee level.

The complaint procedure must:

- ✓ Be in written form using plain talk language, including how to request translation services or other accommodations and assistance needed to complete the complaint.
- ✓ Be posted at facilities and on websites.
- ✓ Be available to the **public upon request**.
- ✓ Be accessible to all **households seeking or receiving services**.
 - Be communicated and provided to households, including within all materials, such as client handbooks and signatory paperwork, and discussed/verbalized during intake.
- ✓ Be provided to all **employees upon hiring**.
 - Must prohibit any form of retaliation via fines, fees, or other strictly enforced contractual terms.
- ✓ Explain how to escalate the complaint for external review if the issue has been unsatisfactorily resolved with the lead/subgrantee, or if the person is fearing retaliation, including:
 - How to escalate the complaint to the lead grantee, if applicable
 - How to escalate the complaint to Commerce, including submitting anonymously, via the Commerce CHG Program Manager or Commerce's Quality Assurance Manager.

The lead/subgrantee's internal complaint procedure must be implemented first before escalating it to the external process of the lead grantee or Commerce, unless the person filing a complaint fears retaliation working with the internal complaint process.

Lead/subgrantees are required to maintain a complaint log. The complaint log will indicate the complaint and actions taken to resolve the complaint. The complaint log may be reviewed during monitoring or upon request by Commerce.

The complaint procedure does not replace landlord-tenant law or established processes such as Medicaid fair hearings processes.



Note: Some federal funding sources also require that the U.S. Department of Housing and Urban Development (HUD) also be listed for complaint submission if all other avenues have been exhausted.



Certificate Of Completion

Envelope Id: F1D8666F-0380-4987-8038-1DE7A063D4C9
 Subject: Complete with Docusign: Jefferson- DRF SFY 2026 Contract .pdf
 Division:
 Community Services and Housing
 Program: CHG
 ContractNumber: 26-46108-102
 DocumentType: Contract
 Source Envelope:
 Document Pages: 16
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
 Esmeralda Zavala-Montalvo
 1011 Plum Street SE
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 Olympia, WA 98504-2525
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 IP Address: 198.238.6.146

Record Tracking

Status: Original 7/24/2025 6:01:32 PM	Holder: Esmeralda Zavala-Montalvo esmeralda.zavala-montalvo@commerce.wa.gov Pool: StateLocal Pool: Washington State Department of Commerce	Location: DocuSign Location: DocuSign
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Signer Events

Julie Montgomery
 julie.montgomery@commerce.wa.gov
 Washington State Department of Commerce
 Security Level: Email, Account Authentication (None)

Signature

Signature Adoption: Pre-selected Style
 Using IP Address: 198.238.8.147

Timestamp

Sent: 7/24/2025 6:05:32 PM
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 Signed: 7/25/2025 6:56:18 AM

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Kathy Kinard
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 Managing Director
 Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
 Using IP Address: 147.55.149.142

Sent: 7/25/2025 6:56:20 AM
 Viewed: 7/25/2025 7:42:48 AM
 Signed: 7/25/2025 7:43:41 AM

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Josh Peters
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 Security Level: Email, Account Authentication (None)

Sent: 7/25/2025 1:42:45 PM

Electronic Record and Signature Disclosure:
 Accepted: 7/22/2025 8:01:34 AM
 ID: 816874bd-33be-406c-a516-549dc439d7ad

Tedd Kelleher
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 Security Level: Email, Account Authentication (None)

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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Certified Delivery Events Amanda M. Christofferson AMchristofferson@co.jefferson.wa.us REPAH representative for HRGP Security Level: Email, Account Authentication (None)	Status VIEWED Using IP Address: 64.184.145.20	Timestamp Sent: 7/25/2025 7:43:43 AM Viewed: 7/25/2025 1:42:45 PM
Electronic Record and Signature Disclosure: Accepted: 7/25/2025 1:42:45 PM ID: 0844ed8d-9b88-49c3-a5f1-3af14b8f6743		
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events Envelope Sent	Status Hashed/Encrypted	Timestamps 7/24/2025 6:05:32 PM
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