JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

CONSENT AGENDA REQUEST

TO: **Board of County Commissioners**

FROM: **Amanda Christofferson, Grants Administrator**
Josh Peters, Director DCD

DATE: **March 4, 2024**

SUBJECT: **AGREEMENT** re. Strategy Development Grant; Department of Community Development; Clallam County subaward from U.S. Economic Development Administration

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STATEMENT OF ISSUE:

Staff requests the approval of $60,000 Subaward Agreement of the Strategy Development Grant (SDG) from US Economic Development Administration (EDA) awarded to Clallam County.

ANALYSIS:

Clallam County as the lead on behalf of the North Olympic Peninsula Recompete Coalition (NOPRC), submitted an application for Strategy Development Grant and to Phase I of the Distressed Area Recompete Pilot Program from EDA. In December of 2023 NOPRC was awarded the Strategy Development Grant and invited to apply for Phase II of the Recompete program.

Jefferson County has as a part of the SDG a discreet project to evaluate the potential to provide urban level infrastructure services ie. water, sewer, and stormwater utilities to the Glen Cove Industrial area in order to prime the development and expansion of industrial and light manufacturing employment in the county. These funds will pay for consultants contracted by Jefferson County Department of Community Development to perform the community planning required in order to develop and consider policy and budget options and requirements under the Washington State Growth Management Act (GMA). Including:

1. Analysis of Planning Requirements
2. Stakeholder Engagement
3. County/City Collaboration

This will be formalized in deliverables identified in Attachment B of the Subaward.

FISCAL IMPACT:

This is a $60,000 grant. No county match is required.

RECOMMENDATION:

Staff requests the Board approve and sign the Subaward contract with Clallam County # 245-24-005

REVIEWED BY:

Mark McCauley, County Administrator

Date 2/28/24

Clear Form

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Clallam County Contract No: 245-24-005

Contract For: Strategy Development Grant Term: Fully executed - December 31, 2025

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

AMOUNT: $60,000

Revenue:	$60,000
Expenditure:	$60,000
Matching Funds Required:	None
Sources(s) of Matching Funds	N/A
Fund #	143
Munis Org/Obj	TBD

PROCESS:

- [x] **Exempt from Bid Process**
- [ ] **Cooperative Purchase**
- [ ] **Competitive Sealed Bid**
- [ ] **Small Works Roster**
- [ ] **Vendor List Bid**
- [ ] **RFP or RFQ**
- [ ] **Other:**________________

APPROVAL STEPS:

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

CERTIFIED: ☐ **N/A:** ■

Signature Date

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

CERTIFIED: ☐ **N/A:** ■

Signature Date

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

Electronically approved by Risk Management on 2/27/2024.
Indemnification section is missing the "marital Communities" language.
Clallam already executed their part. I think the risk is low.

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

Electronically approved as to form by PAO on 2/27/2024.
Jefferson County is the subrecipent and is the party indemnifying Clallam County.

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

245-24-005
2J

RECOMPLETE – STRATEGY DEVELOPMENT GRANT SUBRECIPIENT AGREEMENT

FEB 20 2024

This Subrecipient Agreement ("Agreement") is dated as of the 20 day of Feb, 2024, by and between Clallam County, a Washington political subdivision ("County"), and Jefferson County (Federal Tax ID 91-6001322, UEI #FGN7DDMJA7H7), a Washington political subdivision ("Subrecipient").

WHEREAS, the Economic Development Administration ("EDA"), U.S. Department of Commerce ("DOC") has allocated to the County $498,729.00 of federal grant funding from the Distressed Area Recompete Pilot Program ("Recompete") Phase 1 Strategy Development Grant ("SDG") as part of the authorized by the CHIPS and Science Act under ALN No. 11.040 ("SDG") under Section 29 of the Stevenson-Wydler Technology Innovation Act of 1980 as amended (15 U.S.C.& 3722b) effective June 29, 2023. FAIN #ED24OIE0G0085, identified as Attachment A, Attachment A attached hereto and incorporated herein by this reference.

WHEREAS, the County as Lead Applicant for the North Olympic Peninsula Recompete Coalition ("NOPRC") has been applied for Phase 1 Recompete Plan Approval. EDA has selected NOPRC as one of 22 finalists from Phase 1 to compete in the Phase 2 application for Recompete Plan implementation funding. Funding if awarded would invest up to $50 million into the two-county region of Clallam and Jefferson County.

WHEREAS, the EDA authorizes the County to expend SDG Funds awarded to the County to assist in the planning and development of NOPRC's Phase 2 application. The eligible expenditures purposed as outlined in the Scope of Work are as follows:

(1) PAEG Research - Hiring consultant Washinton State University (WSU) to perform needed research on the PAEG population using data from Employment Security Dept (ESD) and Dept of Social & Health Services (DSHS);
(2) Barrier Assessment & Development – Convene and coordinate multiple social services agencies to inventory resources available and barriers they deem need to be addressed. Develop guidance for how to effectively create navigator services to reduce barriers. Develop an PAEG outreach program;
(3) Development of Workforce Training Program – Convene Tribal and Non-Tribal representatives from education and industry to prioritize training opportunities that meet business demand. Conduct a study of proposed programs focused on analyzing type of jobs that projects create and whether these Good Jobs are appropriately acce3ssible to people in the PAEG;
(4) Economic Impact & Feasibility Analyst – Conduct economic analysis and feasibility studies including the direct, indirect and induced job growth associated with project in NOPRC's Recompete Plan;
(5) Zoning Efforts – Update the Glen Cove Special Study from 1999 including Environmental Impact Statement. Planning work will include public outreach; and

(6) Hiring Recompete Plan Coordinator ("RPC") and staffing – Recruit RPC to facilitate the coordination of Phase 2 grant application process for NOPRC. Funding will cover salary for RPC and support staff.

WHEREAS, the Subrecipient, a member of the NOPRC, has been task with the rezoning efforts in Jefferson County as part of the Phase 2 application. The County and Subrecipient desire to enter into this Agreement so that the County may provide SDG Funding for appropriate and qualifying expenditures by the Subrecipient for Zoning Efforts in Glen Gove UGA in support of NOPRC Phase 2 application.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until December 31, 2025, unless terminated by the County in writing.

2. SDG Funds. The County agrees to provide the Subrecipient a total sum not to exceed $60,000 for the rezoning and outreach efforts for Glen Cove UGA as specified based on eligibility criteria outlined in Attachment A and the Scope of Work provided in Attachment B.

3. Subrecipient's Use of SDG Funds. The Subrecipient shall ensure that the SDG Funds requests are necessary Eligible Uses under the criteria set forth in Attachment A and described in detail in Attachment B as well as Federal Uniform Guidance.

4. Reimbursement Request & Reporting Requirements. To facilitate the release of SDG Funds by the County to the Subrecipient and the County's compliance with reporting requirements for usage of SDG funding per Attachment A, the Subrecipient may submit one A-19 equivalent request schedule per month to the County on or before the 10th day following the end of each calendar month during the term of the Agreement, detailing the expenditures disbursed by the Subrecipient based on eligible criteria, outlined in Attachment B. The County shall then distribute SDG Funds, as requested by the Subrecipient. Such schedule may be modified with the prior approval of the County. Failure to provide any of the required documentation may result in the withholding and/or nonpayment of all or a portion of the request, and termination of the Agreement.

5. Termination. The County may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Subrecipient.

6. Independent Contractor. Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association,

a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

7. Indemnification. The Subrecipient agrees to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.

8. Compliance with Laws, Guidelines. The Subrecipient shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of the Uniform Administrative Requirements, Cost Principles and Auditor Requirements for Federal Awards as set forth in 2 C.F.R. part 200 and Attachment A.

9. Maintenance and Audit of Records. The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the County or its designee, the Washington State Auditor's Office and as required by the Uniform Guidance for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement, the Subrecipient agrees to promptly reimburse the County for such payments upon request.

10. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Subrecipient
Jefferson County
Attn: Commissioner Greg Brotherton
1820 Jefferson St.
Port Townsend, WA 98368

Clallam County
Attn: RPC and Angi Klahn, BOCC Analyst
223 E 4th St, Suite 4
Port Angeles, WA 98362-3015

11. Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of

seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

12. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

13. Time. Time is of the essence in this Agreement.

14. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

15. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.

16. Governing Law; Venue. The Agreement will be governed in all respects by the laws of the Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Clallam County, Washington or as provided by RCW 36.01.050.

17. Non-Waiver. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a wavier thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

19. Assignment. The Subrecipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.

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

21. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either Party has to EDA in connection with the use of SDG Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

22. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

23. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.

24. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

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

DATED this _____ day of __________________, 2024.

SUBRECIPIENT

Jefferson County

Board of Commissioners

By: ____
Kate Dean, Chair Date

SEAL:

ATTEST:

____
Carolyn Gallaway, CMC Date
Clerk of the Board (Jefferson County)

Approved as to form only:

P.C. Hunsucker 2/27/2023

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

22. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

23. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.

24. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

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

DATED this _____ day of ___________________, 2024.

SUBRECIPIENT

By: ____

Print Name: ____________________________

Its: ______________________________

DATED this 2 day of Feb, 2024.

BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

____

MIKE FRENCH, Chair

Randall S Johnson

RANDY JOHNSON, Commissioner

MARK OZIAS, Commissioner

ATTEST:

L. Gores, Clerk of the Board

CLERK OF THE BOARD ★ CLALLAM COUNTY COMMISSIONERS ★ PORT ANGELES, WA

APPROVED AS TO FORM by DPA Boughton

ATTACHMENT A

INTERAGENCY AGREEMENT BETWEEN
EDA AND CLALLAM COUNTY

Department of Commerce
Economic Development Administration

Notice of Award (NoA)
ED24OIE0G0085

RECIPIENT INFORMATION

1. **Recipient Name(s)**
   Clallam County
   223 E 4th St, Suite 4 Port Angeles, WA 98362-3000 US
2. **Congressional District of Recipient**
   WA-06
3. **Employer Identification Number (EIN)**
   916001298
4. **UEI**
   JV6JJNELRBS5
5. **Recipient POC**
   Angi Klahn
   angi.klahn@clallamcountywa.gov
6. **Authorized Official**
   Todd Mielke
   todd.mielke@clallamcountywa.gov

FEDERAL AGENCY CONTACT INFORMATION

7. **Grant Specialist**
   Michael Jones
   mjones3@eda.gov
8. **Program Officer**
   Asia King
   aking2@eda.gov
9. **Grant Officer**
   Scott Andes
   sandes@eda.gov

FEDERAL AWARD INFORMATION

10. **Award Number / FAIN**
    ED24OIE0G0085
11. **Award Type**
    Grant
12. **Period of performance Start Date & End Date**
    02/01/2024 - 01/31/2027
13. **Federal Share of Cost**
    $498,729
14. **Recipient Share of Cost**
    $0
15. **Total Federal and Recipient Cost**
    $498,729

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16. **Statutory Authority**
    Distressed Area Recompete Pilot Program (Recompete Pilot Program), as authorized by section 29 of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. § 3722b)
17. **NOFO/RFA #**
    EDA-RECOMPETEPHASE1-2023
18. **Project Title**
    North Olympic Peninsula Recompete Plan
19. **Assistance Listing Number and Name**
    11.040 - Distressed Area Recompete Pilot Program
20. **Award Action Type**
    New Competing
21. **Multiyear Award?**
    No
22. **R&D Award?**
    No
23. **Construction Award?**
    No
24. **Grants Officer – Signature and Date**
    – Scott Andes 2/12/24
25. **Recipient – Signature and Date**
    –

Approved as to form only by:
Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

BY ACCEPTING THIS AWARD, THE RECIPIENT IS AFFIRMING THAT IT WILL COMPLY WITH ALL THE TERMS AND CONDITIONS OF THE AWARD. THE AWARD MUST BE ACCEPTED BY THE APPLICANT'S AUTHORIZED OFFICIAL.

RECIPIENT NAME: Clallam County
PROJECT TITLE: North Olympic Peninsula Recompete Plan
AWARD NUMBER: ED24OIE0G0085

This Notice of Award includes the following sections and incorporates all regulations, documents and authorities referenced therein.

I. BUDGET INFORMATION
II. STANDARD TERMS AND CONDITIONS
III. SPECIFIC AWARD CONDITIONS
IV. OTHER

Should there be a discrepancy among these documents, the Specific Award Conditions, including any references, shall control.

SECTION I – BUDGET INFORMATION

The following is the Authorized Budget for this award. Reference Section III – Specific Award Conditions for conditions related to the Authorized Budget.

Authorized Budget

Estimated Funding ($)	**Proposed**	**Approved**
Federal Share (EDA Amount)	$ 498,729.00	$ 498,729.00
Non-Federal Matching Share	$ 0.00	$ 0.00
Total Project Costs	**$ 498,729.00**	**$ 498,729.00**

Non-Construction

Cost Classification	**Proposed**	**Approved**
Personnel	$ 98,537.93	$ 98,537.93
Fringe Benefit	$ 34,488.28	$ 34,488.28
Travel	$ 2,620.00	$ 2,620.00
Equipment	$ 0.00	$ 0.00
Supplies	$ 2,800.00	$ 2,800.00
Contractual	$ 360,282.79	$ 360,282.79
Construction	$ 0.00	$ 0.00
Other	$ 0.00	$ 0.00
Indirect Charges	$ 0.00	$ 0.00
Total Project Costs	**$ 498,729.00**	**$ 498,729.00**

SECTION II – STANDARD TERMS AND CONDITIONS

The following regulations and standard terms and conditions apply to this award:

□ 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements, as Adopted Pursuant to 2 CFR § 1327.101 for Federal Awards
□ Department of Commerce Financial Assistance Standard Terms and Conditions
□ Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements
□ 13 CFR Chapter III Economic Development Administration, Department of Commerce Regulations
□ Other:

SECTION III – SPECIFIC AWARD CONDITIONS

The following Specific Award Conditions apply to this award:
See attached.

SECTION IV – OTHER

ATTACHMENT 1

Authorized Scope of Work

Recipient: **Clallam County**
Award Number: **ED24OIE0G0085**
Recompete Pilot Program – Strategy Development Grant

Executive Summary:

North Olympic Peninsula Recompete Coalition (NOPRC) will use the Strategy Development Funding to research the Prime Age Employment Gap (PAEG) in our two underserved and distressed counties to determine the barriers they face preventing their participation in the workforce and how they may be alleviated. The research will guide the design of an innovative and effective navigator and outreach program to bring people in the PAEG back into the workforce. This PAEG study will also tie into research being done through Peninsula College to design programs that meet both the low barrier needs of the PAEG and the current and future workforce training needs of industry employers. NOPRC will use funds to convene Tribal, industry, and workforce training representatives to guide the development of these programs. Funding will also be used to perform economic analysis and feasibility studies for the job creation projects in our Recompete Plan. These studies will seek to determine their direct, indirect, and induced job growth capabilities, their impact on the PAEG populations we are trying to reach with this program, and that jobs created will meet the criteria of "Good Jobs."

Funding will also support the salary for the Recompete Plan Coordinator (RPC) position and support staff. The RPC will be an integral leadership position to manage, develop, and coordinate the multiple projects within our Recompete Plan.

Summary of Activities:

Activity Title	Short Description of Activity	Output(s) / Deliverable(s)	Responsible Organization(s) / Individual(s)	Approximate Start / End Date
PAEG research	Hiring consultant Washinton State University (WSU) to perform needed research on the PAEG population using data from Employment Security Dept (ESD) and Dept of Social & Health Services (DSHS).	Preliminary Findings Report to be used to design navigator and outreach program for Phase 2 application. Plan for continued monitoring to	Clallam County	2/1/2024 to 6/30/2024

		measure plan progress.		
Barrier Assessment, Development Navigator Program & Outreach	Convene and coordinate multiple social services agencies to inventory resources available and barriers they deem need to be addressed. Develop guidance for how to effectively create navigator services to reduce barriers. Develop an PAEG outreach program.	Comprehensive inventory of programs and resources available to use. Development of navigator program.	Clallam County, EDC Team Jefferson, Jefferson County	2/1/2024 to 6/30/2024
Development of Workforce Training Program	Convene Tribal and Non-Tribal representatives from education and industry to prioritize training opportunities that meet business demand. Conduct a study of proposed programs focused on analyzing types of jobs these projects create and whether these Good Jobs are appropriately accessible to people in the PAEG.	An actionable report to guide higher education institutions (Peninsula College and NW School of Wooden Boatbuilding) to customize their job training programs to support local economic development.	Peninsula College	2/1/2024 to 6/30/2024
Economic Impact & Feasibility Analyst.	Conduct economic analysis and feasibility studies including the direct, indirect, and induced job growth associated with projects in NOPRC's Recompete Plan.	Preliminary Economic Analysis Reports to guide programs to be included in Recompete Plan moving forward. Finalized report to follow on project moving forward.	Clallam County Economic Development Council	2/1/2024 to 5/31/2024
Zoning Efforts	Update the Glen Cove Special Study from 1999 including Environmental	Preliminary Updated Special Study Report for	Jefferson County	2/1/2024 to 6/30/2025

	Impact Statement. Planning work will include public outreach.	Glen Cove UGA boundary adjustment. Documentation of engagement results. Finalized report to follow to inform the Comprehensive Plan Periodic Update.		
Hiring Recompete Plan Coordinator and staffing	Recruit Recompete Plan Coordinator.	Successfully retaining qualified candidate.	Clallam County	2/1/2024 to 12/31/2024
Recompete Plan Development, Coordination and Management	Development overall Recompete Plan and projects, coordinate projects and manage the overall process for NOPRC. Funding will cover salary for RPC and support staff for grant/subaward management.	Strategically developed and coordinated Recompete Plan.	Clallam County	2/1/2024 to 12/31/2024

Lead Applicant Name:	Clallam County
Application ID ("EDA-APP# ..." from EDGE):	EDA-APP#00002863

Authorized Staffing Plan

Staffing Plan - Budget

Name	Annual Salary/Rate	% of Annual Hours for project	Annual $ from Award	Number of Years	Total Cost by Employee	Year 1	Year 2	Year 3	Checkpoint Does breakdown match your total? (Column G)
Recompete Plan Coordinator - TBD	$110,688	100%	$110,688	0.75	$83,016	$83,016		$0	$ 83,016.00
BOCC Lead Analyst	$84,358	20%	$16,872	0.92	$15,522	$15,522		$0	$ 15,521.93
Employee 3	$0	0%	$0	0.00	$0	$0	$0	$0	$ -
Employee 4	$0	0%	$0	0.00	$0	$0	$0	$0	$ -
Employee 5	$0	0%	$0	0.00	$0	$0	$0	$0	$ -
Employee 6	$0	0%	$0	0.00	$0	$0	$0	$0	$
Total Personnel Costs					**$98,538**	**$ 98,537.93**	**$ -**	**$ -**	$ 98,537.93
Total Fringe Costs (Please Provide the Basis for Fringe Calculations) **See Attached Schedule A**				35.00%	**$34,488**	**$ 34,488.28**	**$ -**	**$ -**	$ 34,488.28

Staffing Plan - Narrative

Name	Title	Project Responsibilities
Employee 1 - TBD	Recomplete Plan Coordinator	The Recompete Plan Coordinator will hold a pivotal role in our organization, tasked with facilitating an inclusive community process, strategically managing government contracts and coordination for the multiple projects being developed under the Recomplete Plan.
Employee 2 - Angi Klahn	BOCC Lead Analyst	Angi has 25+ years of accounting experience. She also has grant management, SEFA preparation, and subaward monitoring experience. She will handle the grant management, monitoring and fiscal responsibilities for the Strategy Development Grant.
Employee 3		
Employee 4		
Employee 5		
Employee 6		

SPECIFIC AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

NON-CONSTRUCTION PROJECTS: Distressed Area Recompete Pilot Program under Section 29 of the Stevenson-Wydler Technology Innovation Act of 1980, as amended, 15 U.S.C. § 3722b.

Recipient: Clallam County
Award Number: ED24OIE0G0085
Project Name: North Olympic Peninsula Recompete Plan
Distressed Area Recompete Pilot Program (Recompete): Phase 1 Strategy Development Grants

1. **SCOPE OF WORK:** This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award as the *Authorized Scope of Work* (Attachment 1). All work on this project must be consistent with the *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work memorialized in writing through execution of an amendment to the Notice of Award.

2. **UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS:** Along with other controlling law, this Award is governed by the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) as set forth in 2 C.F.R. part 200.

3. **PROJECT CONTACT INFORMATION:** The Recipient agrees to notify EDA promptly of any changes to the Recipient's contact information as specified in the Notice of Award.

4. **ADDITIONAL INCLUDED DOCUMENTS (Non-construction):** In addition to the regulations, documents, or authorities incorporated by reference on the Notice of Award, the following additional documents are hereby incorporated by reference into this Award:

   i. The Recipient's application, including any attachments, Project descriptions, schedules, and subsequently submitted supplemental documentation

   ii. *Authorized Scope of Work* (Attachment 1)

   iii. *Authorized Staffing Plan* (Attachment 2)

   Should there be a discrepancy among these documents, these Specific Award Conditions shall control.

5. **PROJECT DEVELOPMENT TIME SCHEDULE (B2S/STEM):** The Recipient agrees to the following Project development time schedule:

   i. Return of executed Notice of Award (NoA) or Amendment due no later than (NLT) 30 calendar days after receipt of NoA/Amemdment

   ii. ii. Scheduling of Kick-Off Meeting must occur NLT 30 calendar days after receipt of NoA/Amendment

   iii. iii. Finalization of Work Schedule must occur NLT than the date of the Kick-Off Meeting

   iv. iv. Submission of Final Project Progress Report due NLT 120 calendar days from the Award End Date, i.e., the latest date set forth in the "period of performance" field on the NoA or as later memorialized through an Amendment

   v. v. Submission of Final Financial Documents (Form SF-425) due NLT 120 calendar days from the Award End Date.

   The Recipient shall diligently pursue the development and implementation of the Project upon receipt of the Award so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event that could substantially delay meeting any of the milestones or deadlines for the Project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA imposing remedies for noncompliance, including termination of the Award, in accordance with the regulations set forth at 2 C.F.R. §§ 200.339 through 200.343.

6. **FINANCIAL DISBURSEMENT INSTRUCTIONS (B2S/STEM)**: EDA will make Award payments using the Department of the Treasury's Automated Standard Application for Payments (ASAP) system. The Recipient is required to furnish documentation as required by ASAP including but not limited to Recipient and Requestor Identification Numbers. Complete information concerning the ASAP system may be obtained by visiting www.fms.treas.gov/asap.

   In order to receive payments, the Recipient must submit Form SF-270 (Request for Advance or Reimbursement) for the applicable period electronically. The Project Officer will review and process the request.

   Prior to the initial disbursement, the Recipient must complete Form SF-3881 (ACH Vendor/Miscellaneous Payment Enrollment Form). The form must be completed by the respective parties (EDA, Recipient's Bank, and Recipient) at the start of the Award. EDA will provide instructions for submitting the form during the project kick-off meeting.

7. **REPORT SCHEDULE:** The Recipient agrees to report to EDA on the Project's performance and impacts as summarized as follows:

   i. During the Period of Performance:

      a. Progress Reports and Financial Status Reports – Semiannually, for the periods ending March 31 and September 30.

      b. Outputs Questionnaire (Form ED-916) – Semiannually, six months after the date the period of performance begins and every six months thereafter, or as otherwise directed by EDA.

      c. Outcomes Questionnaire (Form ED-918) -- Annually, one year after the date the period of performance begins and annually thereafter for a total of five years, or as otherwise directed by EDA (note that this obligation may extend beyond award closeout).

   ii. At the Expiration of the Period of Performance but Before Award Closeout: Progress Reports and Financial Status Reports – One time, within 120 calendar days after the Award End Date.

   iii. After Award Closeout: Report on the Outcomes Questionnaire annually, until the end of the fifth year after the date the period of performance begins, or as otherwise directed by EDA.

   Timely submission of all above-described reports is a condition of this award. Per 2 CFR § 200.344, the Recipient must submit, no later than 120 calendar days after the end of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. If the Recipient fails to submit all required reports to EDA within one year of the period of performance end date, EDA will report the material failure to comply with the OMB-designated integrity and performance system (formerly FAPIIS) and/or pursue other enforcement actions per 2 CFR § 200.339.

8. **PROJECT PROGRESS REPORTS:** The Recipient agrees to provide the Project

   Officer with project progress reports, communicating the important activities and accomplishments of the project, on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, for the entire project period. Reports are due no later than one month following the end of the semi-annual period.

   Progress Reports must be submitted to EDA via EDA's Grants Management Portal in a concise, clear format that outlines the following information in three to six pages:

   1. A clear, concise overview of the activities undertaken during the reporting period. For each activity, provide the name of the activity, the dates of the activity, a summary of the activity, and an explanation of outcomes the activity advances (e.g., preparing a competitive Phase 2 application, identifying other funding mechanisms to implement

Recompete strategy, building out a clear plan that increases prime age employment and per capita wages).

2. A description of anticipated activities for the next reporting period.
3. An outline of challenges that currently impact or could impact progress on the Project over the next reporting period and means of mitigating this risk. Please highlight any areas where EDA assistance is needed to support the project (e.g., connections to subject matter experts or other resources, amplifications of activities or impacts).
4. A description of at least one success story from the reporting period.
5. Any other key information that would be helpful to your EDA Project Officer.

9. **FINAL PROJECT PROGRESS REPORT (B2S/STEM):** The final Progress Report must be submitted to EDA no more than 120 calendar days after the Award End Date and these reports or any part of the information contained therein may be posted on EDA's website, used for promotional materials or policy reviews, or may be otherwise shared. Recipient must clearly identify any information that may constitute a trade secret or may be commercial or financial information that is confidential or privileged in these reports. There is no minimum or maximum page requirement for the **final Progress Report**; however, the final Progress Report should concisely yet completely communicate key Project information as follows:

   a. the specific regional need that the Project was designed to address and progress made during the period of performance and beyond that has mitigated or will mitigate that need and advance economic development;
   b. a high-level overview of the activities undertaken;
   c. details of lessons learned during the period of performance that may be of assistance to EDA or other communities undertaking similar efforts;
   d. the expected and actual economic benefits of the Project at the time that the Report is written; and
   e. any other key information from the period of performance.

10. **FINANCIAL REPORTS:** Financial Status Reports (SF-425) must be submitted to EDA on a semi-annual basis via EDA's Grants Management Portal for the reporting periods ending March 31 and September 30, or any portion thereof if applicable, for the period of performance set forth in the Notice of Award or as later memorialized through a mutually agreed-upon Amendment to the Award. Form SF-425 (and instructions for completing this form) is available at: https://www.grants.gov/forms/post-award-reporting-forms.html. Reports are due no later than 30 calendar days following the end of the reporting period.

11. **FINAL FINANCIAL REPORT (Non-construction):** A **final** Form SF-425 must be submitted to EDA no more than 120 calendar days after the Authorized Award End Date specified on the Notice of Award (or any subsequently executed Amendment to the Notice of

Award). Final Financial Reports should follow the instructions for submitting mid-term Financial Status Reports, but should also ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported. Determination of the **final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that it be submitted in a timely and accurate manner.**

12. **PERFORMANCE MEASURES:** The Recipient agrees to provide EDA with:

(1) Form ED-916 (Outputs Questionnaire) on a semiannual basis, and

(2) Form ED-918 (Outcomes Questionnaire) on an annual basis.

All Outputs Questionnaires and Outcomes Questionnaires should be submitted via a web-based information collection system to be provided by EDA

Outputs Questionnaires (Form ED-916) must be submitted to EDA on a semi-annual basis during the period of performance or as otherwise directed by EDA. The first Outputs Questionnaire must be submitted to EDA six months after the date the period of performance starts, as set forth in the Notice of Award or as later memorialized through an Amendment. The Outputs Questionnaire must be submitted to EDA every six months thereafter through the end of the Period Performance, or any portion thereof if applicable, or as otherwise directed by EDA.

Outcomes Questionnaires (Form ED-918) must be submitted to EDA on an annual basis for a total of five years after the date the period of performance starts, including after Award closeout. The first Outcomes Questionnaire must be submitted to EDA one year after the date the period of performance starts, as set forth in the Notice of Award or as later memorialized through an Amendment. The Outcomes Questionnaire must be submitted to EDA at the end of every year thereafter for a total of five years, or as otherwise directed by EDA.

Note that EDA may revise or replace the Outputs Questionnaire and/or the Outcomes Questionnaire at any time during or following the period of performance. The Recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993 and the Government Performance and Results Modernization Act of 2010 (collectively, GPRA Reports). Recipient must collect sufficient data and retain sufficient documentation to enable Recipient to submit these required GPRA Reports. **Failure to submit the required GPRA Reports can adversely impact the ability of the Recipient to secure future funding from EDA.** Recipient must retain sufficient data and records to comply with the above reporting requirements at least through the end of the fifth year after the date the period of performance starts, or longer if necessary to comply with the above reporting requirements.

13. ALLOWABLE COSTS AND AUTHORIZED BUDGET: Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the Notice of Award, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200, and the Authorized Budget. Except as otherwise expressly provided for within these Specific Award Conditions, the federal share of the allowable costs will be based on the Investment Rate for the Award, as established on the Notice of Award or any subsequent Amendment. In the event of an underrun in total allowable costs for this project, the federal share of allowable costs will be determined by the Investment Rate. The federal share of total allowable costs may not exceed the dollar amount specified on the original Award or any subsequent amendments.

14. FEDERAL SHARE: The EDA participation in total eligible project costs will be limited to the lesser of the EDA grant amount or the EDA share of total allowable project costs (as stated on the Notice of Award or the most recent Amendment).

15. REFUNDS, INTEREST, OR UNUSED FUNDS: If the Recipient needs to return money to EDA, it may use one of the following two methods:

i. The first is the pay.gov website, which allows the Recipient to pay EDA online. The Recipient will have the option to make a one-time payment or to set up an account to make regular payments.

ii. The second is paper check conversion. All checks must be made payable to "Department of Commerce, Economic Development Administration" and include the award number and a description of no more than two words identifying the reason for the payment. A copy of the check should be provided to the EDA Project Officer. The check should be mailed to NOAA's Accounting Office, which processes EDA's accounting functions, at the following address:

NOAA OCFO

Attn: Finance Office, Travel Dept.

1315 East West Highway, SSMC3

Silver Spring, MD 20910

When funds are remitted to EDA by check, the check will be converted into an electronic funds transfer (EFT) by using the account information on the check to debit the payor's account electronically. The debit from the payor's account will usually occur within 24 hours. If the EFT cannot be completed because of insufficient funds, EDA will charge a one-time fee of $25.00, which will be collected by EFT.

16. **ADDITIONAL DOCUMENTATION REQUIRED FOR AWARD COMPLIANCE (Tech Hubs):** Recipient agrees to provide any additional documentation or information required by EDA to confirm compliance of this Award with applicable laws, regulations, and policies and to do so within reasonable deadlines set by EDA. In the event Recipient fails to provide the required documentation in a timely manner, EDA may exercise the remedies provided at 2 C.F.R. §§ 200.339–200.343, up to and including termination.

17. **PROJECT AND PROGRAM EVALUATION:** As part of the process of validating and monitoring the Award and the performance information provided by the Recipient, and as a general method of evaluating the Award and the Recompete Program, EDA reserves the right to conduct project and program evaluations through site visits and/or survey(s) during or after the period of performance. Such evaluations may be conducted by outside parties associated with EDA or by EDA staff. Recipient agrees to participate in the evaluation by answering the evaluator's questions and furnishing information as requested. Evaluators will maintain the confidentiality of business information as required and appropriate. Recipient agrees to provide data and client management system information to facilitate evaluations. For site visits, EDA will provide the Recipient at least two weeks of notice prior to a visit, unless exigent circumstances warrant otherwise. The site visit may include interviews with Recipient's staff or visits with Project clients.

18. **USE OF INFORMATION:** EDA reserves the right to use information contained in the Recipient's Application as well as all reports and performance data submitted by the Recipient to undertake an evaluation of the Program. The Recipient agrees to cooperate with such evaluations, including by sharing performance information that they have collected or will collect as part of their grant activities, including performance information for Project clients.

19. **PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. §§ 200.317–200.327. Any noncompetitive procurement requires prior approval from EDA.

20. **SUBAWARDS (B2S/STEM/RLF):** Certain award activities funded under this Award may be accomplished through a subaward by the Recipient to a Subrecipient. Prior EDA permission is needed to include, add, or change a subrecipient. Prior to the award of any subaward or subrecipient performing any work funded through this Award, the Recipient must provide documentation satisfactory to EDA that the proposed subrecipient(s) and any additional or successor subrecipient(s)are eligible to receive EDA assistance. EDA will provide written notice regarding whether the documentation is satisfactory to EDA. No change may be made to the identity of the subrecipient or the scope of the proposed

subaward without prior EDA approval. Subaward are not permitted without EDA prior approval.

Before a subrecipient undertakes any work to be funded through this Award, the Recipient shall enter into a written subaward agreement with the Subrecipient that meets the requirements of 2 C.F.R. § 200.332(a) and includes a requirement that the subrecipient comply with all of the terms and conditions of this Award, including but not limited to the Standard and Specific Award conditions and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200). EDA may disallow any costs incurred by the subrecipient prior to executing the subaward agreement. The Recipient shall be responsible for monitoring the Subrecipient's performance under the subaward in accordance with the requirements of 2 C.F.R. § 200.332. The Recipient is also responsible for ensuring that any subrecipient of a subaward exceeding $100,000 executes form CD-511, Certification Regarding Lobbying, and for retaining a copy of the executed certification. As required by form CD-511, subrecipients must report lobbying activities, if any, to the Recipient on Form SF-LLL. The Recipient is responsible for promptly providing EDA with a copy of any Form SF-LLL submitted by a subrecipient.

The Recipient is responsible for reporting the Federal Subaward Reporting System (FSRS) available at www.FSRS.gov on all subawards over $30,000. Please see the OMB guidance published at 2 C.F.R. part 170, which can be accessed at https://www.govinfo.gov/content/pkg/CFR-2022-title2-vol1/pdf/CFR-2022-title2-vol1-part170.pdf. Appendix A of 2 C.F.R. part 170 is incorporated by reference into these Specific Award Condition.

21. **NONRELOCATION (Non-Construction):** In signing this Award, the Recipient attests that EDA funding is not intended by the Recipient to assist efforts to induce the relocation of existing jobs within the U.S. that are located outside of its jurisdiction to within its jurisdiction in competition with other U.S. jurisdictions for those same jobs. In the event that EDA determines that its assistance was used for such purposes, EDA reserves the right to pursue appropriate enforcement actions in accord with 2 C.F.R. §§ 200.339 through 200.343 and the DOC STCs, including suspension of disbursements and termination of the Award which may include the establishment of a debt requiring the Recipient to reimburse EDA.

22. **REAFFIRMATION OF APPLICATION:** Recipient acknowledges that Recipient's application for this Award may have been submitted to EDA and signed by Recipient, or by an authorized representative of Recipient, electronically without providing an original "wet" signature. In addition, the Recipient or an authorized representative of Recipient may have accepted the Award electronically, which includes drawing down any funds under this Award. Regardless of who submitted the Application to EDA or the means by which Recipient submitted the Application or accepted the Award, Recipient hereby reaffirms and states that:

A. All data in the Application were true and correct when the Application was submitted and remain true and correct as of the date of this Award;

B. The Application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and

C. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the Application and through the System for Award Management (SAM.gov).

The Recipient agrees to immediately notify the EDA of any material changes to the Application within 30 calendar days of the date the Recipient becomes aware of such changes. For purposes of this provisions, the term "Application" includes all documentation and any information provided to EDA as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by EDA after submission of the initial Application.

23. **FREEDOM OF INFORMATION ACT (FOIA)**: EDA is responsible for meeting its Freedom of Information Act (FOIA) (5 U.S.C. § 552) responsibilities for its records. DOC regulations at 15 C.F.R. part 4 set forth the requirements and procedures that EDA must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of applications and other information submitted by applicants and recipients may be released in response to a FOIA request. The Recipient should be aware that EDA may make certain application information publicly available. Accordingly, the Recipient should notify EDA if it believes any Application information to be confidential.

24. **WASTE, FRAUD AND ABUSE:** Consistent with 2 C.F.R. part 200, at EDA's direction, at any time(s) during the estimated useful life of the Project, Recipient's key personnel will take a training on preventing waste, fraud and abuse as provided by the Government. Key personnel include those responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors or sub-grantees (for financial matters and/or general oversight related to this Project). EDA will provide instructions on when and how to take the training. Within 60 days of the date of Award, the Recipient shall provide to the Project Officer all Certificates of Completion for the Waste, Fraud, and Abuse training. In the event there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient.

    Further, Recipient will monitor award activities for common fraud schemes (hereinafter "Fraud Schemes"), such as but not limited to:

    - false claims for materials and labor,
    - bribes related to the acquisition of materials and labor,

- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at https://www.oig.doc.gov/Pages/Contact-Us.aspx, as soon as possible.

25. **USE OF EDA'S RECOMPETE LOGO:** EDA has developed a logo for EDA programming under the Distressed Area Recompete Pilot Program ("Recompete Logo"). Recipient may use the Recompete Logo pursuant to the below terms and conditions for the following limited purposes:

    - Press releases, social media posts, and websites that build awareness of this Award (note that some advertising and marketing activities are not allowable costs under federal awards as provided at 2 CFR 200.421); and
    - Work products and deliverables developed under this Award (e.g., tools, publications, resource guides, brochures, PowerPoint presentations, technical assistance materials).
    - Recipient may not use the Recompete Logo for other purposes, including lobbying or issue advocacy, endorsing a product or organization, or communications to elected officials or federal agencies. Recipient may not use the Recompete Logo in a negative or defamatory manner. Recipient must request and obtain EDA permission prior to certain uses of the Recompete Logo (see paragraph B, below).

    A. Grant of License: EDA hereby grants to Recipient a non-exclusive, royalty-free right to use the Recompete Logo for the limited purposes described above (the "License"). Recipient agrees that: (1) the Recompete Logo will not be used in a way that would suggest that it is the property of Recipient or any other third party, and (2) Recipient will include the following notice in conjunction with its use of the Recompete Logo, as appropriate: "The Recompete Logo is a trademark of the Economic Development Administration, used with permission." This License does not grant Recipient the right to use any seal, emblem, logo, or other symbol of the U.S. Department of Commerce or EDA that is not the Recompete Logo.

    B. Required Approvals for Certain Uses of the Recompete Logo: Before Recipient uses the Recompete Logo for press releases and related materials, Recipient shall send a sample of each print, product, design, or other work to show the proposed use to the EDA Recompete Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award). Recipient shall not use the Recompete Logo for the above uses until receiving written approval (including via email) from EDA of the proposed use.

C. Quality Control: EDA shall have the right, at all reasonable times, to inspect Recipient's goods, services, and promotional activities employing the Recompete Logo to ensure that such use is of proper quality and otherwise consistent with this License.

D. Duration and Termination: The License shall terminate on the Award End Date. Recipient may request a renewal of the License for an additional term subject to the express written consent of EDA. Such consent shall be in the form of a properly executed agreement signed by authorized signatories of EDA and Recipient. Upon termination of the License, all rights of Recipient to use the Recompete Logo shall immediately terminate. EDA may terminate the License unilaterally and without cause at any time, including if EDA determines that Recipient's use of the Recompete Logo is inconsistent with the License.

E. Validity and Ownership of Recompete Logo: Recipient acknowledges and agrees that EDA is the owner of all right, title, and interest in the Recompete Logo, and all such right, title, interest, and ownership shall remain with EDA. Recipient further acknowledges that Recipient shall not acquire any right, title, interest, or ownership in the Recompete Logo by virtue of the License or use other than the license granted hereunder and disclaims any such right, title, interest, or ownership. Recipient is prohibited from interfering with EDA's rights in the Recompete Logo, including challenging EDA's use, registration of, or application to register the Recompete Logo alone or in combination with other words or designs, as a U.S. or foreign trademark anywhere in the world. Recipient is further prohibited from attempting to register the Recompete Logo, any derivatives thereof, or any confusingly similar mark, whether or not registered by EDA, alone or in combination with other words or designs, as a U.S. or foreign trademark or as a part of a domain name.

F. Assignments and Sub-Licenses: The License is not assignable, and any attempt by Recipient to assign any portion of the License shall be deemed a breach of the License and will result in immediate termination of the License. Recipient may subcontract, thereby engaging in a limited sublicensing arrangement as applicable, for manufacturing and distribution activities under the License; Recipient shall provide notice to EDA—and must receive prior approval from EDA—of any such subcontract prior to manufacturing and distribution activities.

G. Governing Law: The License shall be interpreted and implemented in accordance with the Federal common law as interpreted by the U.S. District Court for the District of Columbia, without giving effect to any conflict of law principle that would result in the application of the substantive law of another jurisdiction.

H. Indemnification: Recipient agrees to indemnify and hold EDA harmless from any and all claims, damages, and attorneys' fees arising from the use of the Recompete Logo by the Recipient and its operations, except to the extent that any such claims, damages, or attorneys' fees arose in connection with any act or failure to act by the U.S. Department of Commerce or any agency, department, or subdivision thereof.

I. Obtaining the Recompete Logo: For an electronic version of the Recompete Logo, Recipient should contact the EDA Recompete Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award).

26. **STAFFING CHANGES:** The Authorized Staffing Plan sets forth Recipient staff primarily responsible for administering this Award. In the event of a change in the professional staff positions primarily funded with the EDA grant, Recipient shall provide the name of the individual selected to fill the position to the Project Officer and a copy of their resume within 30 business days of the selection.

27. **CONFLICT OF INTEREST:** The Recipient must maintain a written and enforced conflict of interest policy. The policy should at a minimum address actual or potential personal (e.g., employees, agents, members of their immediate family) or organizational conflicts of interest in the performance or administration of the Award. Conflicts of interest may include, but are not limited to, any past, present or planned contractual, financial, or other relationships, obligations, commitments or responsibilities, which may bias the Recipient or affect the Recipient's ability to perform or administer the Award in an impartial and objective manner. The policy must include standards of conduct covering conflicts of interest and governing actions of Recipient employees engaged in the selection, award, or administration of contracts in accordance with 2 C.F.R. § 200.318(c). The Recipient shall ensure that all subrecipients and contractors under the Award: (1) have their own conflict of interest policy in place that meets the requirements of this Specific Award Condition; or (2) adopt the Recipient's conflict of interest policy. The Recipient's policy should provide procedures to disclose, mitigate, and resolve any such conflicts of interest. In accordance with 2 C.F.R. § 200.112, the Recipient must disclose in writing any potential or actual conflict of interest to EDA in a timely manner. EDA will evaluate the disclosure and inform the Recipient of any required remedial action beyond what the Recipient may have already implemented. Failure to comply with this condition, or the Recipient's own conflict of interest policy, may result in appropriate enforcement action pursuant to 2 C.F.R. §§ 200.339 through 200.343 and the DOC STCs, which are incorporated under the Award.

ATTACHMENT B

Authorized Scope of Work

Recompete Pilot Program – Strategy Development Grant

Executive Summary:

Clallam County Board of Commissioners, as Lead Applicant for the North Olympic Peninsula Recompete Coalition (NOPRC) will apply authorized Strategy Development Funding ($60,000) for Project 5. Glen Cove Infrastructure Extension to the following three closely related activities. All are intrinsic to the goal of expanding the Port Townsend Urban Growth Area (UGA) boundary to include the Glen Cove industrial zone for the purpose of providing urban level infrastructure services ie.water, sewer, and stormwater to the industrial and manufacturing properties.:

1. Analysis of Planning Requirements
2. Stakeholder Engagement
3. County/City Collaboration

Together, these activities comprise the community planning required in order to develop and consider policy and budget options and requirements under the Washington State Growth Management Act (GMA). The overarching goal of the effort is to multiply the development potential of existing businesses and create space primed for future business development. Glen Cove is one of the only industrial/manufacturing zones in rural Jefferson County. Its proximity to the City of Port Townsend brings a crucial opportunity to connect to existing infrastructure. This project leverages other federal and state investments in a nearby sanitary sewer lift station by extending sewer service and other urban-level infrastructure into the Glen Cove industrial zone.

Both Jefferson County and the City of Port Townsend are undertaking a "Periodic Review" of their respective land use plans and development regulations that is required by GMA to be completed by mid-2025. The process involves coordination between the county and city to plan for projected population, along with related needs for business expansion and retention and housing. The three activities summarized below will dovetail with the 2025 Periodic Update requirements and position the county and the city to make critical policy and infrastructure development decisions that determine the economic development prospects for Glen Cove and surrounding "gateway" area between unincorporated Jefferson County and the City of Port Townsend.

Summary of Activities:

Activity Title	Short Description of Activity	Output(s) / Deliverable(s)	Responsible Organization(s) / Individual(s)	Approximate Start / End Date
Analysis of Planning Requirements	The Jefferson County Department of Community Development (DCD) will work with consultants to scope additional planning work needed to fulfill statutory requirements for adjusting the Port Townsend Urban Growth Area (UGA) boundary, currently coincident with the city's municipal boundary. A UGA "swap" or expansion requires both land use analysis under the state Growth Management Act (GMA) and environmental analysis under the State Environmental Policy Act (SEPA).	A Findings Report to be used to guide decision-making regarding potential UGA boundary adjustment in and around the Glen Cove area. Re: GMA, the report will consider consistency with required criteria for UGA boundary changes. Re: SEPA, the report will outline work needed to supplement the 1999 Environmental Impact Statement (EIS) that was part of the Tri-Area & Glen Cove Special Study in order to provide sufficient analysis for any proposed UGA boundary changes.	Jefferson County with consultant assistance	3/1/2024 – 6/30/2025
Stakeholder Engagement	DCD will engage with stakeholders—including businesses, landowners, economic development organizations, and the public at large—concerning options for extending urban-level infrastructure (sewer service, most specifically) and potential amendments to zoning and development regulations for the Glen Cove industrial area for the purpose of enhancing business opportunity.	Documentation of engagement results (issues, interests, concerns, commitments).	Jefferson County with consultant assistance	4/1/2024 – 3/30/2025

County/City Collaboration	Jefferson County and the City of Port Townsend will develop an agreement that outlines this work in harmony the 2025 Periodic Update required by the state Growth Management Act (GMA) for both jurisdictions. The Periodic Update process, to be completed by 6/30/2025, involves analysis and associated amendments to the respective county and city Comprehensive Plans and development regulations, including goals and policies related to economic development, housing, and land use.	Memorandum of Understanding (MOU) or Agreement (MOA) that describes the goals, objectives, and commitments for a joint process to develop Port Townsend UGA boundary adjustment options for policy consideration.	Jefferson County & City of Port Townsend	2/8/2023 – 6/30/2025