

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of Commissioners

FROM: Josh D. Peters, AICP, Director, Dept. of Community Development
Joel Peterson, Associate Planner

DATE: May 12, 2025

RE: Amendment to Commerce Periodic Update Grant (PUG) Contract

STATEMENT OF ISSUE:

For the group of jurisdictions working on their comprehensive plan periodic updates due June 30, 2025 the Washington State Legislature has extended the deadline to December 31, 2025.

The Washington Department of Commerce has provided Periodic Update Grants (PUG)—non-competitive grants to assist the “2025” jurisdictions with their periodic reviews. However, these are state fiscal year-funded grants and cannot extend beyond June 30, 2025. Commerce has been working with jurisdictions to amend the PUGs so that work done up to June 30, 2025 can be fully compensated. There are two primary amendments to our existing contract:

1. Since grant tasks and deliverables for “Final” work products will not be billable during the life-cycle of the grant, task descriptions and deliverables have been changed to “Draft” work products.
2. Grant spending is typically not exactly per the task budgeted amounts, so near the grant end, task budgets are modified, shifting the anticipated final spending amounts between tasks in order to recover all available grant funds.

ANALYSIS:

The GMA requires jurisdictions to periodically review and update their comprehensive plans. RCW 36.70A.130. The last periodic update of the Jefferson County Comprehensive Plan was completed in 2018. Jefferson County’s next periodic review is scheduled for completion by June 30, 2025.

Washington Department of Commerce provided jurisdictions with PUGs based on their population size. \$350,000 was reserved for Jefferson County as a non-competitive grant to assist with the completion of the periodic review. Funds of this grant are evenly split between two years: \$175,000 for FY2024 and \$175,000 for FY2025. The state legislature appropriates the grant funding for individual state fiscal years, so there is no carry-over between fiscal years and no extension of grant funds beyond June 30, 2025.

Commerce allows amendments during the term of the grant agreement in order to re-allocate funds within a specific fiscal year, and to revise the scope and budget as needed.

FISCAL IMPACT:

Approximately \$257,000 of the \$350,000 grant from Commerce has been requested from the grant funds. As the contract nears its end, Community Development has been coordinating with Commerce on this amendment to adjust task budgets from underspent tasks into tasks that would be overspent, and moving funds from “final” deliverables to “draft” deliverables to allow the County to fully expend the granted amount by June 30, 2025.

Staff work on the Comprehensive Plan Periodic Update project is covered by the General Fund.

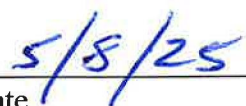
RECOMMENDATION

Approve and fully execute the PUG amended contract.

REVIEWED BY:



Mark McCauley, County Administrator



Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Washington State Department of Commerce

Contract No: 24-63335-018 Amendment 1

Contract For: Comprehensive Plan Periodic Update Amendment 1

Term: Date of adoption - 06/30/2025

COUNTY DEPARTMENT: Community Development
Contact Person: Chelsea Pronovost
Contact Phone: (360)379-4494
Contact email: CPronovost@co.jefferson.wa.us

AMOUNT: \$350,000

Revenue: _____
Expenditure: _____
Matching Funds Required: _____
Sources(s) of Matching Funds: _____
Fund #: _____
Munis Org/Obj: _____

PROCESS:

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

APPROVAL STEPS:

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

CERTIFIED: ☐ N/A: ☒


Signature

5/5/25
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

5/5/25
Date

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

Electronically approved by Risk Management on 5/7/2025.

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

Electronically approved as to form by PAO on 5/6/2025.
Amendment No. 1 to address Attachment A Scope of Work and Budget.
Original attached.

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

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Amendment

Contract Number: 24-63335-018

Amendment Number: 1

**Washington State Department of Commerce
Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor Jefferson County Community Development 621 Sheridan St Port Townsend, WA 98368		2. Contractor Financial Representative N/A	
3. Contractor Representative Joel M. Peterson, AICP Associate Planner (360) 379-4457 jpeterson@co.jefferson.wa.us		4. COMMERCE Representative Ted Vanegas Senior Planner (360) 280-0320 ted.vanegas@commerce.wa.gov	
5. Original Contract Amount (and any previous amendments) \$350,000		6. Amendment Amount No Change	
		7. New Contract Amount \$350,000	
8. Amendment Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		9. Amendment Start Date Date of Execution	
		10. Amendment End Date June 30, 2025	
11. Federal Funds (as applicable): N/A	Federal Agency: N/A		CFDA Number: N/A
12. Amendment Purpose: Update Scope of Work and Budget table for Jefferson County's Periodic Update Grant (PUG) State Fiscal Year 2025 contract.			
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 to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A-1" – Scope of Work and Budget.			
FOR CONTRACTOR _____ Heidi Eisenhour, Chair Jefferson County Board of Commissioners _____ Date  for Philip C. Hunsucker, Chief Civil Deputy Prosecuting Attorney 05/06/2025 _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY Sandra Adix Assistant Attorney General 3/20/2014 _____ Date	

Amendment

This Contract is amended as follows:

Attachment A Scope of Work and Budget is hereby replaced in its entirety by
Attachment A-1 Scope of Work and Budget:

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE
AND EFFECT.

Attachment A-1: Scope of Work and Budget

Task/Work Item	SFY 2024 Funds	SFY 2025 Funds	Deliverable
Periodic Update work plan for Commerce Grant Anticipated completion date: <u>October 6, 2023</u>	\$2,500	\$0	Periodic update work plan
Periodic Update Checklist for Fully-Planning Counties Anticipated Completion date: <u>January 31, 2024</u>	\$10,500	\$0	Completed Periodic Update Checklist
Public Participation Plan & Tribal Outreach Strategy Anticipated completion date: <u>February 28, 2024</u>	\$15,000	\$0	Public Participation Plan & Tribal Outreach Strategy
Planning Commission coordination and development of Comprehensive Plan text, including but not limited to Vision Statement and Rural Character Statement; Development of 2024 Suggested Amendment Application(s) Anticipated completion date: <u>April 30, 2024</u>	\$10,000	\$0	Community Vision Statement for Update
2024 Interagency Coordination through Growth Management Steering Committee, including but not limited to: City-County Review of Countywide Planning Policies (CPPs) City-County Population Joint Resolution Anticipated Completion Date: <u>May 31, 2024</u>	\$20,000	\$0	Joint City-County Population Resolution

Amendment A-1

Critical Areas Ordinance (CAO) Review - Consistency check with updated SMP - Scoping needed amendments - Review of Best Available Science since March 2020 CAO - Possible 2024 minor code adjustments Anticipated completion date: <u>June 30, 2024</u>	\$20,000	\$0	Critical Areas Checklist
Draft Critical Areas Ordinance (CAO) amendments. Anticipated completion date: <u>June 30, 2025</u>	\$0	\$15,000	D1: Draft Critical Areas Ordinance updates to Ch. 18.22.
Housing Element: Jefferson County Housing Data Development that is outside of specific Middle Housing Grant scope, housing network outreach, draft housing policies Anticipated completion date: <u>June 30, 2024</u>	\$20,000	\$0	Jefferson Co. Housing Data summary report
Review of Jefferson Co. Limited Areas of More Intensive Development (LAMIRDs), including but not limited to land use, infrastructure, vacant lands. Anticipated completion date: <u>June 30, 2024</u>	\$8,000	\$0	Jefferson Co. LAMIRD summary report
FY2024 Comprehensive Plan data development, analysis, writing, including but not limited to population information, GIS mapping, draft element updates, airport overlay zone review, and capital facilities data updates. Anticipated completion date: <u>June 30, 2024</u>	\$20,000	\$0	Comprehensive Plan data updates progress reports

Amendment A-1

FY2025 Comprehensive Plan data development, analysis, writing, formatting, including but not limited to GIS mapping, element updates, capital facilities data updates. Anticipated completion date: <u>June 30, 2025</u>	\$0	\$67,300	D2a: Draft goals and policies public outreach materials D2b: Draft Comprehensive Plan Elements D2c: CFP Technical appendix
Tribal Outreach. Implementation activities including organizing meetings, written communications, and Policy Development. Anticipated completion date: <u>June 30, 2024</u>	\$10,000	\$0	Tribal Policy Report
Review and report on Port Hadlock/Irondale Urban Growth Area (UGA) zoning and development regulations Anticipated completion date: <u>June 30, 2025</u>	\$29,000	\$30,000	2024: UGA Development Regulation update report, 2025: D3: UGA portions of "Proposed Development Regulations Updates" and "Draft Land Capacity & Housing Technical Appendix
Review of Jefferson County aggregate mineral resources Anticipated completion date: <u>June 30, 2024</u>	\$10,000	\$0	Aggregate Resources Status Update Report Draft Mineral Resource Land Overlay Policies
Draft Transportation Analysis - Level of Service (LOS) Analysis & Report <u>June 30, 2025</u>	\$0	\$38,000	D4: Draft Transportation Technical Appendix
Development Regulations analysis Anticipated completion date: <u>June 30, 2025</u>	\$0	\$3,700	Adequate Provisions Checklist
Draft Development Regulations Ordinance amendment	\$0	\$21,000	D5: Draft Proposed Development

Amendment A-1

Anticipated completion date: <u>June 30, 2025</u>			Regulations Updates (not including UGA portion)
Total Budget	\$175,000	\$175,000	
Control Number (Total Grant Available)	\$175,000	\$175,000	



**Interagency Agreement with
Jefferson County**

through

Growth Management Services

**Contract Number:
24-63335-018**

For

**GMA Periodic Update Grant
2025 Jurisdiction (SFY24-SFY25)**

Dated: Date of Execution



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Face Sheet

Contract Number: 24-63335-018

**Local Government Division
Growth Management Services**

1. Contractor Jefferson County Community Development 621 Sheridan St Port Townsend, WA 98368		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Joel M. Peterson, AICP Associate Planner (360) 379-4457 jpeterson@co.jefferson.wa.us		4. COMMERCE Representative Valerie Smith Deputy Managing Director (360) 725-3062 valerie.smith@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$350,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A	
10. Tax ID # N/A	11. SWV # SWV0002430-15	12. UBI # 161-001-169	13. UEI # N/A
14. Contract Purpose Grant funding to assist Jefferson County with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).			
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 and Budget			
FOR CONTRACTOR Commissioner Kate Dean, Chair Jefferson County Board of Commissioners Date Approved as to form only: Philip C. Hunsucker, Date Chief Civil Deputy Prosecuting Attorney February 22, 2024		FOR COMMERCE Mark K. Barkley, Assistant Director Local Government Division 3/27/2024 9:20 AM PDT Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



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 **three hundred fifty thousand dollars (\$350,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in Attachment A - Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-018. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

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

State Fiscal Year Compensation

COMMERCE will reimburse Contractor a maximum of \$175,000 for State Fiscal Year 2024 (July 1, 2023 - June 30, 2024) and a maximum of \$175,000 for State Fiscal Year 2025 (July 1, 2024 - June 30, 2025).

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

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 Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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.).

Modification of the Project Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachment A,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

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.

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 and Budget



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 "Contractor" 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 and Budget

Task/Work Item	SFY 2024 Funds	SFY 2025 Funds	Deliverable
Periodic Update work plan for Commerce Grant Anticipated completion date: <u>October 6, 2023</u>	\$2,500	\$0	Periodic update work plan
Periodic Update Checklist for Fully-Planning Counties Anticipated Completion date: <u>January 31, 2024</u>	\$10,500	\$0	Completed Periodic Update Checklist
Public Participation Plan & Tribal Outreach Strategy Anticipated completion date: <u>February 28, 2024</u>	\$15,000	\$0	Public Participation Plan & Tribal Outreach Strategy
Planning Commission coordination and development of Comprehensive Plan text, including but not limited to Vision Statement and Rural Character Statement; Development of 2024 Suggested Amendment Application(s) Anticipated completion date: <u>April 30, 2024</u>	\$10,000	\$0	Community Vision Statement for Update
2024 Interagency Coordination through Growth Management Steering Committee, including but not limited to: City-County Review of Countywide Planning Policies (CPPs) City-County Population Joint Resolution Anticipated Completion Date:	\$20,000	\$0	Joint City-County Population Resolution



<u>May 31, 2024</u>			
Critical Areas Ordinance (CAO) Review - Consistency check with updated SMP - Scoping needed amendments - Review of Best Available Science since March 2020 CAO - Possible 2024 minor code adjustments Anticipated completion date: <u>June 30, 2024</u>	\$20,000	\$0	Critical Areas Checklist
Draft Critical Areas Ordinance (CAO) amendment. Anticipated completion date: <u>April 30, 2025</u>	\$0	\$20,000	Draft CAO Notification email from Commerce that draft ordinance was submitted for 60-day review
Adopted Critical Areas Ordinance (CAO) amendment including but not limited to: Anticipated completion date: <u>June 28, 2025</u>	\$0	\$10,000	Adopted CAO Notification email from Commerce that adopted ordinance was received
Housing Element: Jefferson County Housing Data Development that is outside of specific Middle Housing Grant scope, housing network outreach, draft housing policies Anticipated completion date: <u>June 30, 2024</u>	\$20,000	\$0	Jefferson Co. Housing Data summary report
Review of Jefferson Co. Limited Areas of More Intensive Development (LAMIRDs), including but not limited to land use, infrastructure, vacant lands. Anticipated completion date: <u>June 30, 2024</u>	\$8,000	\$0	Jefferson Co. LAMIRD summary report



FY2024 Comprehensive Plan data development, analysis, writing, including but not limited to population information, GIS mapping, draft element updates, airport overlay zone review, and capital facilities data updates. Anticipated completion date: <u>June 30, 2024</u>	\$20,000	\$0	Comprehensive Plan data updates progress reports
FY2025 Comprehensive Plan data development, analysis, writing, formatting, including but not limited to GIS mapping, element updates, capital facilities data updates. Anticipated completion date: <u>June 30, 2025</u>	\$0	\$30,000	Comprehensive Plan data updates and progress reports
Tribal Outreach. Implementation activities including organizing meetings, written communications, and Policy Development. Anticipated completion date: <u>June 30, 2024</u>	\$10,000	\$0	Tribal Policy Report
Review of Port Hadlock/Irondale Urban Growth Area (UGA) - Commercial Mixed-Use Zone - Density Tools - Stormwater Planning Anticipated completion date: <u>June 30, 2024</u> Update of Port Hadlock/Irondale UGA Development Regulations Anticipated completion date: <u>June 30, 2025</u>	\$29,000	\$20,000	2024: UGA Development Regulation update report 2025: Amended UGA Development Regulations
Review of Jefferson County aggregate mineral resources	\$10,000	\$0	Aggregate Resources Status Update Report



Anticipated completion date: <u>June 30, 2024</u>			Draft Mineral Resource Land Overlay Policies
Transportation Analysis - Level of Service (LOS) Analysis & Report <u>March 31, 2025</u>	\$0	\$30,000	Transportation, Traffic Study & Level of Service Report
Adopted Comprehensive Plan amendment Anticipated completion date: <u>June 28, 2025</u>	\$0	\$10,000	Adopted Comprehensive Plan Notification email from Commerce that adopted ordinance was received
Development Regulations analysis Anticipated completion date: <u>March 31, 2025</u>	\$0	\$20,000	Development Regulations Checklist
Draft Development Regulations Ordinance amendment Anticipated completion date: <u>April 30, 2025</u>	\$0	\$20,000	Draft Development Regulations Ordinance Notification email from Commerce that draft ordinance was submitted for 60-day review
Adopted Development Regulations Ordinance amendment Anticipated completion date: <u>June 30, 2025</u>	\$0	\$10,000	Adopted Development Regulations Ordinance Notification email from Commerce that adopted ordinance was received
Finding that the periodic update required by RCW 36.70A.130(b) is complete Anticipated completion date: <u>June 30, 2025</u>	\$0	\$5,000	Resolution finding the periodic update required by RCW 36.70A.130(b) is complete Notification email from Commerce that adopted ordinance was received
Total Budget	\$175,000	\$175,000	
Control Number (Total Grant Available)	\$175,000	\$175,000	