

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of Commissioners

FROM: Amanda Christofferson, Grants Administrator

DATE: April 15, 2024

RE: Interlocal Agreement with Clallam County for grant writing and technical services to the North Olympic Peninsula Recompete Coalition (NOPRC) application to Recompete.

STATEMENT OF ISSUE:

This agreement is established to provide reimbursement to Jefferson County for their Grant Administrator's participation in preparing the NOPRC Phase II application to the U.S. Economic Development Administration Distressed Area Recompete Program.

ANALYSIS:

The agreement facilitates Jefferson County's participation in grant writing efforts and meetings associated with the preparation of the Phase II application. The funding to Clallam County will come from the Washington State Department of Commerce Securing Federal Funding Initiative. It is acknowledged that the time commitment associated with preparation of this application has been significant and will continue to be until submission and afterwards.

FISCAL IMPACT:

This agreement will provide for payment to Jefferson County for professional services in grant writing and technical support on an hourly basis and including mileage to attend meetings. The total reimbursement will not exceed \$15,000.

RECOMMENDATION:

Recommend approval of this agreement.

REVIEWED BY:


Mark McCauley, County Administrator

4/11/24
Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Interlocal Agreement with Clallam County

Contract No: 245.24.009

Contract For: Grant writing and technical services

Term: March 18, 2024 - June 30, 2024

COUNTY DEPARTMENT: Auditor

Contact Person: Amanda Christofferson, Grants Administrator

Contact Phone: 360-385-9232

Contact email: amchristofferson@co.jefferson.wa.us

AMOUNT:

Revenue: NTE \$15,000.00

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund # 001.020

Munis Org/Obj

PROCESS:

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

APPROVAL STEPS:

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

CERTIFIED: ☐

N/A: ☒

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 4/11/2024.
Fixes have been made.

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

Electronically approved as to form by PAO on 4/11/2024.
Thanks for fixing.

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

**INTERLOCAL AGREEMENT BETWEEN CLALLAM
COUNTY
AND
JEFFERSON COUNTY**

THIS AGREEMENT, is entered into by and between Clallam County ("Clallam") and Jefferson County ("Jefferson"). The Counties may each be referred to individually as a "Party" or collectively as the "Parties."

I. PURPOSE

The purpose of this Agreement is to support the efforts of the North Olympic Peninsula Recompete Coalition ("NOPRC") to successfully apply for federal funding under the EDA's Distressed Area Recompete Pilot Program ("Recompete"). Clallam, as lead applicant for NOPRC's Recompete application, has applied and been awarded the Secure Federal Funding Initiative ("SFFI") from Washington State Department of Commerce ("DOC") to fund necessary technical grant writing support, associated research projects, and capacity building need to put forth the strongest application possible for the highly competitive Recompete grant application due April 25, 2024.

II. SCOPE OF WORK

Jefferson will provide professional grant writing and technical services in support and development of the Recompete Plan and grant application. These grant writing support services will be provided by their Grants Administrator, Amanda Christofferson. These services will include attending Task Force, subcommittee, and grant writing team meetings both virtually and in person as deemed necessary.

III. PERIOD OF PERFORMANCE

The beginning date of performance under the Agreement is March 18, 2024, regardless of the date of execution and which shall end on June 30, 2024.

IV. COMPENSATION

- a. Clallam shall reimburse Jefferson for the professional grant writing and technical services of Amanda Christofferson at the fully loaded rate of \$52.49 per hour.
- b. Clallam shall reimburse mileage expenses to attend meetings to be reimbursed at the 2024 Federal Mileage rate of .67 per mile.
- c. Total reimbursement for professional grant writing and technical services not to exceed \$15,000.
- d. Jefferson shall request reimbursement from Clallam once a month. Reimbursement requests should include all relevant timesheets and receipts/invoices to provide sufficient documentation to the work being performed.

- e. No payments in advance of or in anticipation of goods or services to be provided under this agreement.

V. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. Parties further agree they will be solely responsible for the actions of their own employees.

VI. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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.

VII. RECORDS, DOCUMENTS, AND REPORTS

Jefferson shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement. These records shall be subject to all reasonable times in inspections, review, or audit by personnel duly authorized by the County, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. Jefferson will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement and make them available for inspection by persons authorized under this provision.

VIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from Jefferson, one representative from Clallam, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

IX. TERMINATION

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

X. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules:
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

XI. ASSIGNMENT

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

XII. WAIVER

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

XIII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XIV. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to the agreement unless otherwise stated in the Agreement.

SIGNATURES APPEAR ON THE NEXT PAGE

AGREED:

Jefferson County

Signature *Date*
Kate Dean, Chair
Jefferson County Commissioners

Name
Carolyn Gallaway, CMC

Clerk of the Board

Approved as to form only:

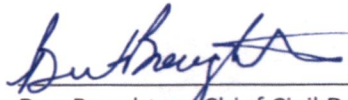
 April 11, 2024

Philip C. Hunsucker *Date*
Chief Civil Deputy Prosecuting Attorney

Clallam County

Signature *Date*
Mike French, Chair
Clallam County Commissioners

Approved as to Form:



Dee Boughton, Chief Civil Deputy
Clallam County Prosecutor's Office