

**JEFFERSON COUNTY
BOARD OF COUNTY
COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners

FROM: Adiel McKnight, Executive Assistant

DATE: September 6, 2022

SUBJECT: AGREEMENT re: Commerce Community Development Block Grant (CDBG) Public Services, Sub-recipient Agreement; Amount of \$110,000; Jefferson County Administrator; Olympic Community Action Programs

STATEMENT OF ISSUE:

The Washington State Department of Commerce made \$110,000 in annual CDBG funding available to Jefferson County. Jefferson County has historically entered into a sub-recipient agreement with OlyCAP for these CDBG grant funds.

ANALYSIS:

The attached sub-recipient agreement with OlyCAP makes these funds available for use from July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

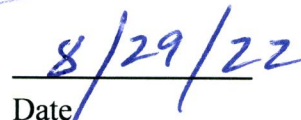
This request is budget neutral.

RECOMMENDATION:

Approve the attached sub-recipient agreement with OlyCAP.

REVIEWED BY:


Mark McCauley, County Administrator


Date

SUBRECIPIENT AGREEMENT FOR CDBG PUBLIC SERVICES

BETWEEN

JEFFERSON COUNTY AND OLYMPIC COMMUNITY ACTION PROGRAMS (OLYCAP)

This Agreement is made between **Jefferson County** (herein called the Local Government) and **Olympic Community Action Programs** (herein called Subrecipient) for the public services project (herein called the Project).

As the Washington State Department of Commerce (Commerce) is authorized by the federal Department of Housing and Urban Development (HUD) to provide funds to units of local government selected to undertake and carry out projects under the Washington State Community Development Block Grant (CDBG) Program in compliance with all applicable local, state, and federal laws, regulations and policies; and

As the Local Government has applied for and received a CDBG award, contract number **22-62210-007**, to fund the Project with Federal Award Identification Number **B-18-DC-53-0001**;

As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Work and the objectives of the local CDBG project; and,

The parties agree that:

1. SCOPE OF SERVICES

A. Local Government Responsibilities

The Local Government is responsible for administration of the CDBG contract, and ensuring CDBG funds are used in accordance with all program requirements [(24 CFR 570.501(b))] and its CDBG contract with Commerce referenced above. The Local Government will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement.

B. Subrecipient Responsibilities

The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government the tasks as described in the attached Scope of Work and Budget to accomplish the objectives of the Project. The Subrecipient will periodically meet with the Local Government to review the status of these tasks.

2. TIME OF PERFORMANCE

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement and will be in effect for the time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets. The end date for performance of their obligations under this agreement shall be June 30, 2023.

3. AGREEMENT REPRESENTATIVES

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Subrecipient:

Name of Representative: **Cherish Cronmiller**

Title: **Executive Director**

Mailing Address: **823 Commerce Loop**

City, State and Zip Code: **Port Townsend, WA 98368**

Telephone Number: **(360) 385-2571**

Fax: **(360) 385-5185**

E-mail Address: **ccronmiller@olycap.org**

B. Local Government :

Name of Representative: **Mark McCauley**

Title: **County Administrator**

Mailing Address: **PO Box 1220**

City, State and Zip Code: **Port Townsend, WA 98368**

Telephone Number: **(360) 385-9100**

Fax Number: **(360) 385-9382**

E-mail Address: **MMcCauley@co.jefferson.wa.us**

4. BUDGET

The total grant award is \$110,000. The Local Government will retain \$3,500 for grant administration and will pass through to the Subrecipient no more than \$106,500 in CDBG funds of the total for eligible incurred costs and expenses for the Project. The Subrecipient shall follow the budget approved by Commerce and the Local Government and attached to this Agreement (Attachment A). The Local Government may require a more detailed budget breakdown, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government.

Indirect Cost Rate if the Subrecipient chooses to charge Indirect under this grant, the Subrecipient shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists, a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

"Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, and rental costs.

Any amendments to this Agreement's Budget must first be determined by the Local Government as consistent with its CDBG contract with Commerce and then approved in writing by the Local Government and the Subrecipient.

5. PAYMENT

The Local Government shall reimburse the Subrecipient in accordance with the payment procedures outlined in the CDBG Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

Reimbursement under this Agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this Agreement is funded in whole or in part with CDBG funds through the Washington State CDBG Program as administered by Commerce and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the State may prescribe.

The Local Government may, at its option, withhold reimbursement for any month for which required reports and/or invoices have not been received, or are not accurate and/or complete, or for contractual non-compliance issues.

6. OVERPAYMENTS OR ERRONEOUS PAYMENTS TO SUBRECIPIENT

If overpayments or erroneous payments have been made to Subrecipient under this Agreement, the Local Government will provide notice to Subrecipient and Subrecipient shall refund the full amount of the overpayment within thirty (30) calendar days of the notice. If Subrecipient fails to make timely refund, the Local Government may charge Subrecipient one percent (1%) per month on the amount due, until paid in full.

7. PERFORMANCE MONITORING

The Local Government will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG funds, overseeing compliance with CDBG requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

8. SPECIAL CONDITIONS

In addition to the requirements and obligations imposed upon the Subrecipient by Section 9F below, the parties agree the following requirements and obligations with respect to insurance are made part of this Agreement and apply to the Subrecipient and where applicable, the Local Government:

The Subrecipient shall obtain and keep in force during the terms of the Agreement, policies of insurance as follows:

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the Local Government named as an additional insured in connection with the Subrecipient's performance of the contract.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000 minimum) for bodily injury, including death and property damage, unless greater amount is specified in the contract specifications. The insurance coverage shall contain no limitation on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and Subcontractors;
- f. Blanket Contractual Liability

Such insurance coverage shall be evidenced by one of the following methods:

- * Certificate of Insurance
- * Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Certificates of coverage as required by this section shall be delivered to the Local Government within fifteen (15) days of execution of this agreement. The certificates will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the Local Government.

It shall be the responsibility of Subrecipient to insure that any and all persons engaged in the performance of any work or service required of Subrecipient under this Agreement, shall comply with the same insurance requirements that Subrecipient is required to meet. The Subrecipient shall include all subcontractors as insured

under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.

Failure of the Subrecipient to take out and/or maintain any required insurance shall not relieve the Subrecipient from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

Failure on the part of Subrecipient to maintain the insurance as required shall constitute a material breach of contract upon which the Local Government may, after giving five working days' notice to Subrecipient to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Local Government on demand, or at the sole discretion of the Local Government, offset against funds due Subrecipient from the Local Government.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the Local Government (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the Local Government (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Subrecipient.

It is agreed by the parties that judgements for which the Local Government may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to the Subrecipient until such time as the Subrecipient shall furnish additional security covering such judgement as may be determined by the Local Government.

The Local Government reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

Any coverage for third party liability claims provided to the Local Government by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Subrecipient must provide to comply with this Agreement.

If the proof of insurance or certificate indicating the Local Government is an "additional insured" to a policy obtained by the Subrecipient refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Subrecipient to obtain the full text of that endorsement and forward that full text to the Local Government.

The Local Government may, upon the Subrecipient's failure to comply with all provisions of this contract relating to insurance, withhold payment or compensation that would otherwise be due to the Subrecipient. This remedy is not exclusive; and the Local Government may take such other action as is available to them under other provisions of this Agreement, or otherwise in law.

All cost for insurance shall be considered incidental to and included in the unit contract prices and no additional payment will be made.

9. GENERAL CONDITIONS

A. Compliance with Laws, Regulations, and Policies, Governing the Funds Provided under this Agreement

The Subrecipient agrees to comply with:

- The requirements of Title 24 of the Code of Federal regulations, 570 (HUD regulations concerning CDBG); and
- All other applicable Federal, State and Local laws, regulations, and policies, governing the funds provided under this Agreement.

B. CDBG National Objective

The Subrecipient certifies the activities carried out under this Agreement meet a CDBG Program National Objective defined in 24 CFR 570.208.

C. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Any and all employees of Subrecipient, or other persons engaged in the performance of any work or service required of Subrecipient under this Agreement, shall be considered employees of Subrecipient only, and any claims that may arise on behalf of or against said employees shall be the sole obligation and responsibility of Subrecipient. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

D. Indemnity and Hold Harmless

Subrecipient shall indemnify and hold the Local Government, and its officers, officials, employees, agents and volunteers (and their marital communities) harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from Subrecipient's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Subrecipient to indemnify the Local Government and its officers, officials, employees, agents and volunteers (and their marital communities) against and hold them harmless from claims, demands or suits based solely upon the conduct of the Local Government, its officers, officials, employees, agents and volunteers (and their marital communities), and provided further that if the claims or suits are caused by or result from the concurrent negligence of:

- 1) Subrecipient's agents or employees; and,
- 2) The Local Government, its officers, officials, employees, agents and volunteers (and their marital communities), this indemnity provision with respect to: (a) claims or suits based upon such negligence, or (b) the costs to the Local Government of defending such claims and suits, etc., shall be valid and enforceable only to the extent of Subrecipient's negligence or the negligence of Subrecipient's agents or employees.
- 3) Subrecipient specifically assumes potential liability for actions brought against the Local Government by Subrecipient's employees, including all other persons engaged in the performance of any work or service required of Subrecipient under this Agreement and, solely for the purpose of this indemnification and defense, Subrecipient specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Subrecipient recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation.
- 4) The provisions of this section shall survive the expiration or termination of this Agreement.

E. Workers' Compensation

Subrecipient will participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.

F. Insurance and Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.

G. Funding Source Recognition

The Subrecipient will insure recognition of the roles of Commerce, the WA State CDBG program, and the Local Government in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Amendments

The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Local Government's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this Agreement.

I. Disputes

It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, *as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents*. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

J. Counterpart and Facsimile Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

K. No Waiver

No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

L. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.

M. No Third Party Beneficiaries

The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

N. Public Records Act Compliance

Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), Subrecipient agrees to maintain all records constituting public records and to produce or assist the Local Government in producing such records, within the time frames and parameters set forth in state law. Subrecipient also agrees that upon receipt of any written public record request, Subrecipient shall, within two business days, notify the Local Government by providing a copy of the request per the notice provisions of this Agreement.

O. Suspension or Termination

In accordance with 2 CFR 200.338-9, the Local Government may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated by either the Local Government or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

10. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement and those records described in the CDBG Management Handbook. Such records will include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the civil rights components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;

- g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to CDBG-funded construction projects; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Access to Records and Retention

The grantee, the Washington State Department of Commerce, and other authorized representatives of the state and federal governments shall have access to any books, documents, papers and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Local Government will request a longer period of record retention.

3. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, Commerce, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

1. Program Income

The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

2. Periodic Reports

The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

- 1. The Subrecipient will transfer to the Local Government any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 will be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after the contract between Commerce and the Local Government is closed. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this 10-year period of time, the Subrecipient will pay the Local Government an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property after the CDBG program's approval. Such payment will constitute program income to the Local Government. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.
3. In cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds will be program income. Equipment not needed by the Subrecipient for activities under this Agreement will be (a) transferred to the Local Government for CDBG-eligible activities as approved by the CDBG program or (b) retained after compensating the Local Government.

11. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person will, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974:

No person in the United States will on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975, as Amended

No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual will, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business

concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
3. The Subrecipient will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Subrecipient will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135. The Subrecipient will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued hereunder prior to the execution of the contract, will be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements will subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

C. Conduct

1. Assignability

No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Local Government. If the Local Government agrees in writing that all or a portion of this Agreement may be subcontracted to a third-party, then any contract or agreement between Subrecipient and a third-party Subrecipient must contain all provisions of this Agreement and the third-party subcontractor must agree to be bound by all terms and obligations found in this Agreement. Notice of any such assignment or transfer will be furnished promptly to the Local Government and Commerce.

2. Conflict of Interest

No member of the Local Government's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Subcontracts

- a. Subrecipient certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Washington State or Federal department or agency.
- b. Subrecipient agrees to include the above requirement in any and all subcontracts into which it enters, and also agrees that it will not employ debarred individuals.
- c. Subrecipient must immediately notify the Local Government if, during the term of this Agreement, Subrecipient becomes debarred. The Local Government may immediately terminate this Agreement by providing Subrecipient written notice, if Subrecipient becomes debarred during the term of this Agreement.
- d. Subrecipient further agrees by signing this contract that it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the Local Government and/or Commerce reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

13. PERFORMANCE WAIVER

The Local Government's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

14. ENTIRE AGREEMENT

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

Attachment A: Completed application that includes Project Description and Budget

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this Agreement as of the date and year last written below.

Jefferson County

Olympic Community Action Programs

By: _____ By: _____

Title: Heidi Eisenhour, Chair Title: Cherish Cronmiller, Executive Director

Date: _____ Date: _____

Approved As To Form:

Barbara Dyles Ehrlichman

Aug. 29, 2022 for

Philip C Hunsucker, Chief Civil Deputy Prosecuting Attorney

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Partners Group Ltd 11225 SE 6th St. Suite 110 Bellevue WA 98004		CONTACT NAME: Aaron Avila PHONE (A/C, No, Ext): (877) 455-5640 FAX (A/C, No): (425) 455-6727 E-MAIL ADDRESS: aavila@tpgrp.com	
INSURED Olympic Community Action Programs 823 Commerce Loop Port Townsend WA 98368		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES

CERTIFICATE NUMBER: 22-23 GL AU XS PL EL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			PHPK2419384	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			PHPK2419384	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB816596	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PHPK2419384	06/01/2022	06/01/2023	PER STATUTE ☒ OTH-ER EL - WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2419384	06/01/2022	06/01/2023	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

re: 711 Taylor St Port Townsend WA; Building Limit \$748,030, Special Form, Replacement Cost

Jefferson County is included as an additional insured under the General Liability as their interest may appear as respects to the operations performed by or on behalf of the named insured, when required by written agreement

CERTIFICATE HOLDER

CANCELLATION

Jefferson County PO BOX 1220 Port Townsend WA 98368	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Community Development Block Grant

Grant Application Data

Grant Year 2022

General Information

	98Jefferson County
Program Name	2022 CDBG Public Services
Jurisdiction	Jefferson County v
Unique Entity Identifier # (UEI)	FGN7DDMJA7H7
UEI / SAM.gov Expiration date	01/06/2023
Total Grant Amount	\$ 110,000
Mailing Address	1820 Jefferson St
Street Address	
City	Port Townsend
State	WA
Zip code	98368

Signature Authority for Grant Agreement

First Name	Mark
Last Name	McCauley
Title	County Administrator
Email	MMcCauley@co.jefferson.wa.us

Contact Information

Contact First Name	Judy
Contact Last Name	Shepherd
Phone	(360) 385-9231
Title	Finance Manager
Email	jfshepherd@co.jefferson.wa.us
Mail Address	1820 Jefferson St
City	Port Townsend
State	WA
Zip Code	98368

Funding

Total CDBG Grant Amount	(from Page 1)	\$ 110,000
County General Admin (\$3,500 max.)		\$ 3,500
Services Amount	(Equals grant total minus funds reserved for Admin)	\$ 106,500
Program Income		
Local Public Funds		
Other State Funds		
Other Federal Funds		
Private Funds		
Total Additional Funding Involved in delivering Service Activities		\$ 0
Total Funding including CDBG		\$ 110,000

-3500

Beneficiaries

Number of Persons	1000
Number of Households	850
Number LMI Persons	1000
Numbetr LMI Households	850

Subrecipients and Consultants

Community Development Block Grant

PROGRAM ACTIVITIES and LOW - AND MODERATE - INCOME (LMI) BENEFIT DESCRIPTIONS

Grant Year 2022

Jefferson County

Program Activities must be detailed enough for Commerce to understand what direct services will be accomplished with CDBG funds and how the activities meet the CDBG definition of an eligible public service that provides a direct benefit to principally low- and moderate-income persons.

Home Health Care

05R Homeownership Assistance (not di

S = No longer Substandard

he Senior Nutrition Program consists of both Congregate and Home-Delivered Nutrition Services to help increase the nutrient intake of older individuals who might not eat adequately, and

3 - Family size & income records show >51% LMI

100

[Add Activity 5](#)

Community Development Block Grant

Demographics and Title VI Certification

Grant Year 2022

LAWS AND REGULATIONS GOVERNING TITLE VI CERTIFICATION

Title VI of the Civil Rights Act of 1964, which states: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Section 1.4(b)(2)(I) of the regulations of the Department of Housing and Urban Development issued pursuant to Title VI, which require: "A recipient, in determining the types of housing, accommodations, facilities, services, financial aid, or other benefits which will be provided under any such program or activity, or the class of persons to whom, or the situations in which, such housing, accommodations, facilities, services, financial aid, or other benefits will be provided under any such program or activity, or the class of persons to be afforded an opportunity to participate in any such program or activity, may not, directly or through contractual or other arrangements, utilize criteria methods of administration which have the effect of subjecting persons to discrimination because of their race, color, national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity as respect to persons of a particular race, color, or national origin."

Demographics

1. Ethnicity of the service area (see the *Ethnicity and Race instructions*).

Provide the numeric count of those residents in the service area who are of Hispanic or Latino origin.

Hispanic or Latino origin

2. Race - Provide numeric count by race.

91	White
1	Black or African American
2	American Indian / Alaska Native
2	Asian persons
0	Native Hawaiian and Other Pacific Islander
0	Some Other Race
3	Two or more
99.9	TOTAL POPULATION
3.80%	Hispanic/ Latino percentage

Minority Outreach

3. MINORITY POPULATIONS reported in the service area demographics above are:

☒ Scattered throughout the community.
☐ Scattered throughout the community, with concentrations in the areas listed in the following question.
☐ Concentrated in the areas listed in the following question.

4. Description of areas of population concentrations:

Input "N/A" if no area concentration issues.

N/A

5. The following opportunities were provided to Title VI protected groups to participate in and comment on the design of activities to be undertaken as part of this project (check all that apply):

- ☒ Public hearing to review community development and housing needs
☐ Community meeting(s)
☐ Community survey
☐ Apply to be on a wait list for direct assistance
☐ Other:

6. Will all residents of the service area have the opportunity to benefit from this CDBG project? If the answer is NO, provide the Title VI protected group(s) or minority populations residing in the area that will not benefit from the CDBG project.

- ☒ Yes, all residents of the service area will benefit
☐ If not - please explain below: benefits low to moderate income persons or households

7. The above populations that will not benefit from this CDBG project:

- ☐ Will receive similar services provided through existing programs.
☐ Do not receive similar services provided through existing programs. explain:

- ☒ N/A - All residents of the service area will have the opportunity to benefit

8. For those protected groups that will not benefit from this CDBG project nor will receive similar services, provide a plan that identifies a timetable for providing such services in the future OR describe the reason no services are planned.
Enter "N/A" if no explanation is required.

N/A

9. The following steps will be taken to ensure CDBG benefits are offered to all residents and Title VI protected groups within the community: (check all that apply)

- ☒ Protected groups will be informed of the opportunity to apply for the direct assistance program funded by CDBG
☐ Protected groups will be informed of the availability of programs to be located in a CDBG funded facility
☐ A community meeting will be held to inform all residents of benefits resulting from this CDBG project
☒ REQUIRED: A final public hearing to receive comment on this CDBG project is required and will be conducted (if applicable) with outreach and accommodation for non-English speaking residents.
☐ Other:

The applicant is certifying compliance with Title VI of the Civil Rights Act of 1964 by assessing and reporting on the ethnicity/racial composition of its residents and minority outreach above.

Name & Title

Mark McCauley, County Administrator

Digital Signature

Mark
McCauley

Digitally signed by Mark McCauley
Date: 2022.06.01 13:43:40 -0700

Signing will lock all form entries

Determination of Exemption & Determination of Categorical Exclusion (not subject to Section 58.5)

Determination of activities per 24 CFR 58.34(a) and 58.35(b)

Local Government Name: JEFFERSON COUNTY

Contract Number: 22-62210-007

Address: 1820 JEFFERSON ST, PORT TOWNSEND, WA 98368

Project Description and Location:

Funding Source: WA State CDBG

Other Funding Sources:

☒ **The activity falls into the checked category below, and listed at 24 CFR 58.34(a) as Exempt.**

- ☐ 1. Environmental and other studies, resource identification, and development of plans and strategies
- ☐ 2. Information and financial services
- ☐ 3. Administrative and management activities
- ☐ 4. Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with:
 - ☒
 - Employment
 - Crime prevention
 - Child care
 - Health
 - ☐
 - Recreation needs
 - Drug abuse
 - Education
 - Counseling
 - ☐
 - Energy conservation
 - Welfare
 - Other _____
- ☐ 5. Inspections and testing of properties for hazards or defects
- ☐ 6. Purchase of insurance
- ☐ 7. Purchase of tools
- ☐ 8. Engineering or design costs
- ☐ 9. Technical assistance and training
- ☐ 10. Temporary or permanent improvements that do not alter environmental conditions and are limited to activities to protect, repair or arrest the effects of disasters or imminent threats to public safety, including those resulting from physical deterioration.
- ☐ 11. Payment of principal and interest on loans made or obligations guaranteed by HUD

☒ **The activity falls into the checked category listed below, and is listed at 24 CFR 58.35(b) as a Categorical Excluded activity not subject to Section 58.5.**

- ☐ 1. Tenant-based rental assistance
- ☐ 2. Supportive Services (including but not limited to):
 - ☒
 - Health care
 - Housing services
 - Permanent housing placement
 - Day care
 - ☐
 - Nutritional services
 - Short term payments for rent/mortgage/utility costs
 - Assistance in gaining access to government benefits/services
- ☐ 3. Operating Costs:
 - ☐
 - Maintenance
 - Security
 - Operation
 - ☐
 - Utilities
 - Furnishings
 - Equipment
 - ☐
 - Supplies
 - Staff training and recruitment
- ☐ 4. Economic Development Activities:
 - ☐
 - Equipment purchase
 - Inventory financing
 - ☐
 - Interest subsidy
 - Operating costs
 - Other expenses not associated with construction or expansion

☐ 5. Activities to assist homeownership of existing or dwelling units under construction, Including:

- Closing costs and down payment assistance to homebuyers
- Interest buy downs or other actions resulting in transfer of title

☐ 6. Affordable housing pre-development costs

- Legal consulting
- Developer and other site-option costs
- Project financing
- Administrative costs for loan commitments, zoning approvals, and other activities which don't have a physical impact

☐ 7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under Part 58, if: the same responsible entity conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under Section 58.47

Additional HUD Laws & Authorities (24 CFR 58.6)

Section 1. Flood Disaster Protection Act

Section 58.6 requires compliance with the Flood Disaster Protection Act. However, under 24 CFR 55.1 (b)(1) the prohibitions are not applicable to HUD financial assistance under the State-administered CDBG Program (24 CFR part 570, subpart I). Therefore, the Act does not apply.

Section 2. Airport Runway Clear Zones (Civil) and Accident Potential Zones (Military)

(Check as appropriate)

Does the project involve HUD assistance, subsidy or insurance for the purchase or sale of an existing property?	☐ YES Continue	☒ NO Proceed to Section 3— regulation does not apply.
Is the project located within 2,500 feet of a civil airport or 15,000 feet of a military airfield?	☐ YES Continue	☐ NO Document & proceed to Section 3—regulation does not apply.
Is the project located within an FAA-designated civilian airport Runway Clear Zone (RCA) or Runway Protection Zone, or within the military Airfield Clear Zone (CZ) or Accident Potential Zone/Approach Protection Zone (APZ), based upon information from the airport or military airfield administrator identifying the boundaries of such zones?	☐ YES Continue	☐ NO Document & proceed to Section 3—regulation does not apply.

Comply with 24 CFR Part 51, Subpart D which may include providing a written notice to a prospective buyer or leaser of the potential hazards from airplane accidents and the potential that an airport or airfield operator may wish to purchase the property at some point in the future as part of a clear zone acquisition program. Maintain copies of the signed notice. For properties located in a military clear zone, make and document a determination of whether the use of the property is generally consistent with DOD guidelines. Notice Sample:
<http://www.hud.gov/offices/cpd/environment/review/qa/airporthazards.pdf>

Section 3. Coastal Barrier Resources Act.

Section 58.6 also requires compliance with the Coastal Barrier Resources Act. There are no Coastal Barrier Resource Areas in Washington State. Therefore, the Act does not apply.

NEPA CERTIFICATION

A Request for Release of Funds (RROF) is not required for this project. The activity may be initiated without further environmental review beyond 24 CFR Part 58.6.

SEPA CERTIFICATION

The Grantee certifies that the proposed CDBG project complies with the provisions of the State Environmental Protection Act (SEPA, Chapter 43.21C RCW) and has determined:

☒ The project is Categorically Exempt under SEPA WAC 197.11.800

OR

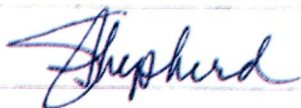
ATTACHMENT 6-G(3)
NEPA

- ☐ The project does not have a probable adverse impact on the environment (WAC 197-11-970) and an environmental impact statement is not required. Documentation supporting the Determination of Non-significance is contained in the Environmental Review Record.

Preparer Name (print): Judy Shepherd

Title: FINANCE MANAGER

Signature:

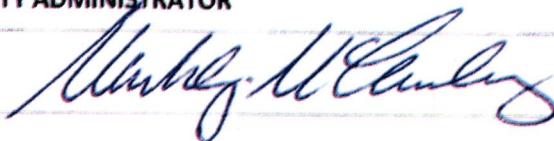


Date: 6/1/2022

Chief Administrative Official (print): Mark McCauley

Title: COUNTY ADMINISTRATOR

Signature:



Date: 6/1/2022