AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Tuesday, March 12, 2024 – 10:00 a.m.

Board of Clallam County Commissioner meetings will also be available virtually at:

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit https://zoom.us/j/8755617844 and use meeting ID: 875 561 7844 and passcode: 12345

This meeting can be viewed on a live stream at this link: https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online

Public comment can be directed to the Clerk of the Board at 360-417-2256 or Loni.Gores@clallamcountywa.gov

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Modification to remove item 1c

PUBLIC COMMENT ? Please limit comments to three minutes (10 minutes total)

CONSENT AGENDA ? Any Commissioner may remove items for discussion

1a. Approval of vouchers for the week of March 4

Approval of vouchers

1b. Approval of minutes for the week of March 4

Approval of minutes

1c. Removed: Resolution appointing Janice Wilson to the Planning Commission

Resolution

Modification to remove item 1c

1d. Resolution appointing/reappointing Kathleen Sirguy, Teresa Beckstrom, Melanie Greer, LaDona Wilson, and Carol Johnson to the Fair Advisory Board

Resolution

1e. Dungeness River Management Team representative appointments

Appointment form

1f. Call for hearing to be held on Tuesday, March 26, 2024 at 10:30 a.m. regarding proposed comprehensive plan map and zoning map amendments Yakovich REZ2023-00001 and REZ2023-00002

Call for hearing

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

2a. Lease Agreement with Nancy J. German for warehouse space for storage of evidence collection

Lease Agreement

2b. Agreement with Department of Commerce for Growth Management Services

Agreement

2c. Agreement with Department of Commerce for the Secure Federal Funding Initiative Recompete

Agreement

2d. Agreement with North Olympic Development Council for Strategy Development Grant Recompete

Agreement

2e. Agreement with Washington State University for Strategy Development Grant Recompete

Agreement

BIDS AND AWARDS

3a. Bid award ? Bruch & Bruch Construction Inc. ? Crushing Contract

Bid award

BUDGET

4a. Notice that the following budget reductions will be adopted by Resolution on March 26:
PW - RID #149 Osborn Road - The Road Improvement District #149 Osborn Road project was
completed in 2023. This fund will no longer be used as it is now inactive, and will be closed/$836

Budget reductions

4b. Notice that the following budget revisions will be adopted by Resolution on March 26:
NonDept ? American Rescue Plan Act ? Reallocation of ARPA funding for the Board room technology project; additional 2023 invoice not received until 2024/$49,072
District Court I ? To fund the unbudgeted promotion of a Clerk I employee to a Court Clerk II position beginning March 2024. This revision is needed to shift funding from Extra Help to Salaries and Benefits/$2,000

WSU Extension ? Reallocation of funding to cover 2023 expenditures paid in 2024, and reallocating budget for actual expenses/$99,101

Budget revisions

4c. Notice that the following supplemental appropriations will be adopted by Resolution on March 26:
HHS Operations ?
? The Washington State Department of Health Consolidated Contract is adding additional WIC funding. This funding will be used to support the budgeted costs of the WIC program/$34,113
? Additional funding is received from FPHS Communications to be used for the installation of
a new electronic sign at the 3rd Street building location/$50,000
HHS ? Developmental Disabilities ? The DSHS Developmental Disabilities state contract is adding additional revenue for administration. This funding will be used for supplies and furnishings. Purchases will include replacing and older desk that is being shared by two individuals to be better able to accommodate two employees, bookshelves, additional secure locking file storage, and replenish program supplies/$25,152
Sheriff ? Operations ? WASPC has awarded the Sheriff?s Office with $44,865 to pay for the initial contract payment of our Axon Body Worn Camera implementation. This will reimburse the first year of contract coverage providing equipment, digital storage, licenses, and maintenance. County Risk covered this cost, so this reimbursement will allow the Sheriff?s Office to repay Risk?s investment in this program/$44,865

Supplemental appropriations

4d. Resolution calling for a hearing to be held March 26 at 10:30 a.m. for the following debatable emergencies:
NonDept ? Indigent Defense ? Additional funding is needed to cover two conflict attorney contracts. One for District Court, the other for Juvenile Offender. These new contracts were not
yet in progress when the 2024 Budget was adopted/$29,723

Debatable emergencies

PUBLIC COMMENT ? Please limit comments to three minutes

EXECUTIVE SESSION
The Board may recess into Executive Session to consider employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate, or other matters per RCW 42.30.110

The following meetings are scheduled for the Board of Commissioners March 11 - 15:

Monday, March 11:
9:00 a.m. Work Session
12:00 p.m. WSAC Virtual Update

Tuesday, March 12:
10:00 a.m. Board Meeting

Wednesday, March 13:
8:00 a.m. Coffee with Colleen

Thursday, March 14:
1:00 p.m. KONP Radio Show

Friday, March 15:
5:00 p.m. EDC Annual Gala

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.
- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.
- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

These guidelines are intended to promote an orderly system for conducting a public hearing so that each person has an opportunity to be heard and to ensure that exercising their right of free speech embarrasses no one.

Note: Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board. Copies of public documents from Board meetings are available by contacting the Public Records Department.

M E M O R A N D U M

LONI GORES
Clerk of the Board

March 12, 2024

TO: Board of Commissioners, Administrator Mielke

RE: Agenda Modification(s)

FILE: A14.09.18

- Item 1c has been removed from the March 12 regular agenda:

CONSENT AGENDA – Any Commissioner may remove items for discussion
Removed:
1c Resolution appointing Janice Wilson to the Planning Commission

1a

MAR 1 2 2024

Date of report: March 6, 2024

General	**$131,687.20**
Other	**$557,886.76**
Total	**$689,573.96**

STATE OF WASHINGTON

County of Clallam

This is to certify that the foregoing Final Check Lists a.k.a., Register of Warrants for the period herein indicated, is a full, true, and correct representation of the corresponding payments for services rendered to and supplies and equipment received by all Clallam County government operations as recorded in the books or original entry maintained by this office.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____ 2024.

COPY

_____COUNTY AUDITOR
SHOONA RIGGS

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the services and merchandise herein specified have been received and that the claims listed and numbered above are hereby approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

_____
MIKE FRENCH, Chair

_____
RANDY JOHNSON

COPY

_____
MARK OZIAS

_____
TODD MIELKE, County Administrator

Weekly Expenditures

March 4 - 8, 2024

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	**Assessor**	14,185.06			
00100.221	**Auditor**	797.66			
00100.241/291/831	**Commissioners (BOCC)**	3,241.18			
19910.291	BOCC - Conservation Futures		120,000.00		
19961.291	BOCC - American Rescue Plan Act		49,420.55		
00100.331-334	**Dept. of Community Develop't (DCD)**	5,773.15			
00100.871	**District Court I**	605.88			
00100.881	**District Court II**	195.00			
11301.511	**Health & Human Services (HHS)**		524.39		
00100.511	HHS - Environmental Health	1,701.77			
11322.511	HHS - Homeless Task Force		24,461.46		
11323.511	HHS - Chem Dep/Mental Hlth		13,714.27		
11331.511	HHS - Developmental Disabilities		151,015.03		
00100.461	**Human Resources (HR)**	3,102.67			
50401.461	HR - Risk Management		19,691.70		
00100.411	**Information Technology (IT)**	23,086.48			
00100.851	**Juvenile Services**	1,867.74			
13001/13051	**Noxious Weed/LMD #2** (Lake Mgmt. Dist.)		139.20		
00100.911/912	**Parks Fair Facilities (PFF)**	19,140.15		370.95	
30101.911	PFF - REET 1 (Real Estate Excise Tax)		4,815.95		
00100.841-843	**Prosecuting Attorney**	28,110.06			
	Public Works (PW)				
10101.611	PW - Roads		7,652.16		
41401.611	PW - Clallam/Sekiu Sewer		3,417.90		
42401.611	PW - Carlsborg Sewer		380.92		
50301.611	PW - ER&R (Equip't Rental & Revolving)		142,320.64		
00100.811-815,817	**Sheriff**	15,967.52			
00100.816	Sheriff - Jail Medical	8,253.41			
11065.811	Sheriff - OPSCAN Operations		7,153.75		
11080.811	Sheriff - Inmate Commissary		321.00		4.09
30605.811	Sheriff - Joint Public Safety Facility Project		12,853.75		
00100.891	**Superior Court Clerk**	413.52			
00100.231	**Treasurer**	4,875.00			
	Total	**131,316.25**	**557,882.67**	**370.95**	**4.09**

VISA statement balance:	
Statement date:	

Report Reconciliation		Totals			
Total	**689,198.92**	**General Fund**	**131,687.20**		
Final Check Lists	**689,198.92**	**Non-GF**	**557,886.76**		
Difference	-	**VISA charges**	-		
		Total	**689,573.96**	**Use Tax**	**375.04**

COPY

Prepared by: _____

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

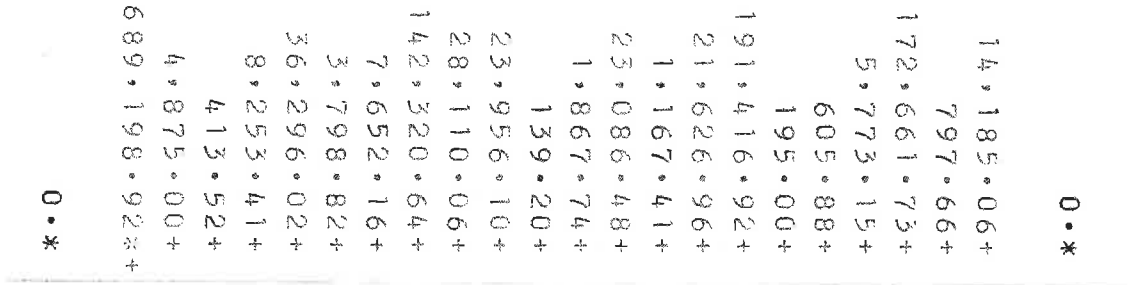
Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
3/12/2024	R J THOMAS MFG CO INC	269594	mearley	2,741.00	243.95	2,741.00
3/12/2024	R J THOMAS MFG CO INC	269793	mearley	1,427.00	127.00	1,427.00
3/12/2024	SWANSONS SERVICES CORP.	1811709	jkoon	46.00	4.09	46.00
			Totals:	**4,214.00**	**375.04**	**4,214.00**

Final Check List
CLALLAM COUNTY

Assessor

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0000390	COMPLETE LINE, LLC, THE	234267	2/29/2024	MAP PRINTER PAPER FOR SI	58.81	58.81
	3/12/2024	0029534	HARRIS GOVERN	TAMN00004555	2/29/2024	PACS QRTLY MTC 4/1-6/30/20	14,126.25	14,126.25
						Sub total for U S BANK:		14,185.06



Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0002515	RIGGS, SHOONA	Riggs 2/2024	2/29/2024	OFFICE CLOCK FOR UPSTAIF	74.82	74.82
	3/12/2024	0019068	K & H PRINTERS INC	304057	2/26/2024	POSTAGE DEPOSIT FOR APR	79.56	79.56
	3/12/2024	0028699	SOUND PUBLISHING INC	PDN991346	2/20/2024	NOTICE OF PRESIDENTIAL P	96.28	96.28
	3/12/2024	0041361	CAIN, DANIEL	Cain 2-23-24	2/23/2024	MILEAGE FOR EMPTYING EA	145.39	145.39
	3/12/2024	0044251	FANE, ALEX	Fane 2-26-24	2/26/2024	MILEAGE FOR EMPTYING EA	21.71	21.71
	3/12/2024	0046683	ODP BUSINESS SOLUTIONS L	352415672001	2/12/2024	MR CLEAN ERASERS, SANITI	102.49	
				352418408001	2/10/2024	PAPER PADS	37.02	139.51
	3/12/2024	0047584	MURRAIN, GLENN	Murrain 2-26-24	2/26/2024	MILEAGE FOR EMPTYING WE	123.68	123.68
	3/12/2024	0047585	JANNI, DARRELL	Janni 2-28-24	2/28/2024	MILEAGE FOR EMPTYING WE	116.71	116.71
						Sub total for U S BANK:		797.66

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0000382	CODE PUBLISHING COMPANY	GC10013364	2/28/2024	MUNICIPAL CODE, SUPPLEMI	818.93	818.93
	3/12/2024	0001138	OLYMPIC PENINSULA TITLE C	No Goat 2024	2/28/2024	RESOLUTION 36, 2023 NO GC	120,000.00	120,000.00
	3/12/2024	0004037	HARPER RIDGEVIEW CHAPEL	HRFC 12/04/202	2/28/2024	WANDA MAE MOOMAW	1,325.00	1,325.00
	3/12/2024	0015513	OLYMPIC PENINSULA COMML	ARPA OPCC De	2/28/2024	ARPA - HHS MEDICAL RESPIT	27,034.52	
				ARPA OPCC 1/2	2/28/2024	ARPA - HHS MEDICAL RESPIT	22,386.03	49,420.55
	3/12/2024	0033311	JOHNSON, RANDALL	CRJ 11/13/2023	2/28/2024	CRJ WSAC COUNTY LEADER	799.67	
				CRJ 11/15/2023	2/28/2024	CRJ WFPA ANNUAL MTG	239.64	1,039.31
	3/12/2024	0046683	ODP BUSINESS SOLUTIONS L	353938801001	2/28/2024	PAPER, PAPER HOLDER, FOL	57.94	57.94
						Sub total for U S BANK:		172,661.73

Final Check List
CLALLAM COUNTY

DCD

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0003567	KENNEDY, LORI	KENNEDY 2/27/	2/27/2024	CP OPERATING SUPPLY	82.22	82.22
	3/12/2024	0028817	DAVES HEATING & COOLING,	REF 2/14/24	2/6/2024	REFUND BPT2024-00113	160.00	
				REF 1/30/24	2/14/2024	REFUND BPT2024-00072	84.00	244.00
	3/12/2024	0049279	INTERNATIONAL BIRD RESCU	2024-SA975	2/21/2024	G25 TASK 4 PROFESSIONAL	5,446.93	5,446.93
						Sub total for U S BANK:		5,773.15

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0049146	NEPENTHE LABORATORY SV	3419	1/31/2024	NEPENTHE - MENTAL HEALTI	160.00	
				3418	1/31/2024	NEPENTHE - PROBATION RA	120.00	280.00
	3/12/2024	0049334	CLIAWAIVED INC	100940	2/20/2024	MENTAL HEALTH UA SUPPLIE	325.88	325.88
						Sub total for U S BANK:		605.88

Final Check List
CLALLAM COUNTY

District Court II

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0019100	PLUMLEY, WILLIAM L	690858	3/12/2024	SPANISH INTERPRETER - PD	60.00	60.00
	3/12/2024	0046756	PENA, KONNING MAURICIO	50	3/12/2024	SPANISH INTERPRETER PD (	135.00	135.00
						Sub total for U S BANK:		195.00

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0000336	CLALLAM CONSERVATION DI	EPA23-PIC14	2/15/2024	WATER QUALITY - 1/2024 DO	1,054.74	1,054.74
	3/12/2024	0001920	MICROTECH SCIENTIFIC	33390	1/17/2024	WATER LAB - FREIGHT CHAR	266.16	266.16
	3/12/2024	0046683	ODP BUSINESS SOLUTIONS L	354316118001	2/12/2024	ONSITE - OFFICE SUPPLIES	63.27	63.27
	3/12/2024	0021192	SOILS APPLICATIONS LLC	SA Reimb 2-17-2	2/17/2024	ONSITE - REFUND FOR CANC	317.60	317.60
	3/12/2024	0000084	ANGELES COMMUNICATIONS	34893	1/23/2024	HOPS - INSTALL PORTS - COI	349.00	349.00
	3/12/2024	0016427	MCKESSON MEDICAL-SURGI	21723856	2/15/2024	HOPS - SYRINGES	37.26	37.26
	3/12/2024	0001508	STERICYCLE, INC	8006186110	2/9/2024	HOPS - SYRINGE DISPOSAL	20.72	20.72
	3/12/2024	0033201	WESTSIDE PIZZA	WP 02-23-24	2/23/2024	HOPS - GROUP SUPPORT SU	117.41	117.41
	3/12/2024	0001433	SERENITY HOUSE OF CLALL	11322-23-SHSA	2/27/2024	HTF - SHELTER FUNDING FO	22,127.70	
				11322-23-SHCM	2/26/2024	HTF - FAMILY SHELTER CASE	2,333.76	24,461.46
	3/12/2024	0001209	PENINSULA BEHAVIORAL HE	11323-24-PBH-U	2/22/2024	CD/MH - ACCESS TO BH SER	13,714.27	13,714.27
	3/12/2024	0000396	CONCERNED CITIZENS	CC STATE 1-24	2/22/2024	DDD - STATE CONTRACT - JA	59,843.25	59,843.25
	3/12/2024	0001017	MORNINGSIDE INC	MS STATE 1-24	2/27/2024	DDD - STATE CONTRACT - JA	33,640.00	33,640.00
	3/12/2024	0046683	ODP BUSINESS SOLUTIONS L	354303788001	2/12/2024	DDD - PRINTER TONER	64.78	64.78
	3/12/2024	0017530	PIERCE JONES & ASSOCIATE	PJA STATE 1-24	2/27/2024	DDD - STATE CONTRACT - JA	57,467.00	57,467.00
						Sub total for U S BANK:		191,416.92

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0001136	OLYMPIC MEDICAL CENTER	97120853412800	2/28/2024	PRE EMP	1,182.00	
				9712075937070	2/28/2024	PRE EMPLOYMENT	140.50	1,322.50
	3/12/2024	0001297	PUBLIC SAFETY TESTING INC	PSTI24-42	2/28/2024	PRE EMPLOYMENT	11,062.00	11,062.00
	3/12/2024	0025115	RADIA INC PS	DOS 262024 JB	2/28/2024	DOS 262024 JB	336.40	
				DOS 1172024 LE	2/28/2024	DOS 1172024 LB	273.80	
				DOS 2152024 EI	2/28/2024	DOS 2152024 EB	35.00	645.20
	3/12/2024	0034245	CASTLE BRANCH INC	0918076-IN	2/28/2024	BACKGROUNDS (INV DATE 2/	632.00	632.00
	3/12/2024	0037692	SEBRIS BUSTO JAMES	80666	2/28/2024	LEGAL SERVICES	1,795.50	1,795.50
	3/12/2024	0045292	BATES, JERRY	00080	2/28/2024	POLYGRAPHS INV DATED 2/2	3,150.00	3,150.00
	3/12/2024	0046683	ODP BUSINESS SOLUTIONS L	350009015001	2/28/2024	OFFICE SUPPLIES	109.05	
				350090683001	2/28/2024	OFFICE SUPPLIES	30.71	139.76
	3/12/2024	0048855	PUBLIC SAFETY PSYCHOLOG	4320	2/28/2024	PRE EMPL PSYCH	2,880.00	2,880.00
						Sub total for U S BANK:		21,626.96

Final Check List
CLALLAM COUNTY

HR LEOFF

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0000522	LEOFF FEB 24 [	2/28/2024	LEOFF FEB 24 DE	164.90	164.90
	3/12/2024	0002036	LEOFF FEB 24 [	2/28/2024	LEOFF FEB 24 DL	164.90	164.90
	3/12/2024	0002038	LEOFF FEB 24 [	2/28/2024	LEOFF FEB 24 DR	201.06	201.06
	3/12/2024	0002042	LEOFF FEB 24 F	2/28/2024	LEOFF FEB 24 RC	339.55	339.55
	3/12/2024	0002047	LEOFF FEB 24 F	2/28/2024	LEOFF FEB 24 RS	148.50	148.50
	3/12/2024	0022748	LEOFF FEB 24 F	2/28/2024	LEOFF FEB 24 FD	148.50	148.50
					Sub total for U S BANK:		1,167.41

redacted

Final Check List
CLALLAM COUNTY

IT

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0004211	CENTURYLINK	206T222202-022	2/29/2024	COURTHOUSE T-1 (#2)	490.59	490.59
	3/12/2024	0041386	FRESCHE SOLUTIONS USA C	INV00024480	2/29/2024	IT20240129B	2,566.99	2,566.99
	3/12/2024	0043864	ZOOM VIDEO COMMUNICATIC	INV243246365	2/29/2024	IT20240130 - ZOOM	20,028.90	20,028.90
						Sub total for U S BANK:		23,086.48

Final Check List
CLALLAM COUNTY

Juv Svcs

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0017787	DAIRY FRESH FARMS INC	8122405815	2/27/2024	DET FOOD	83.35	
				8182405907	2/28/2024	DET FOOD	28.51	111.86
	3/12/2024	0031772	WE PROMOTE YOU	41764229	2/23/2024	ADVERTISING	1,681.56	1,681.56
	3/12/2024	0041605	HOME DEPOT PRO	791560626	2/26/2024	DET SUPPLIES	74.32	74.32
						Sub total for U S BANK:		1,867.74

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0001540	SWAIN'S GENERAL STORE IN	324290	2/28/2024	BOLT CUTTERS; RDS = $48.9	97.94	97.94
	3/12/2024	0048872	OAKES, JOSEPH	Oakes2024 2-2	2/29/2024	PRUNING SAW; RDS = $41.26	41.26	41.26
						Sub total for U S BANK:		139.20

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0000087	ANGELES ELECTRIC INC	21157	2/29/2024	CIB/WSU ADD 6" LIGHT TO S(	505.00	505.00
	3/12/2024	0000091	ANGELES MILLWORK & LUMB	348295	2/29/2024	JV HEADLOK FOR FOUNTAIN	32.66	
				348620	2/29/2024	JAIL HR SMOOTH ROD	13.05	45.71
	3/12/2024	0000094	ANGELES PLUMBING INC	39099	2/29/2024	CH REPAIR LEAK ON STAINLI	1,460.10	1,460.10
	3/12/2024	0000172	BAXTER A/P OFFICE	115155	2/29/2024	CH BAT MARINE CYCLE VAL I	142.88	
				115607	2/29/2024	CDJ FIRE SUPPRESSION PRI	85.27	
				115671	2/29/2024	CDJ LUB SPIN ON RETURN C	-11.88	216.27
	3/12/2024	0000290	CED/STUSSER - SEATTLE	5948-105272	2/29/2024	CDJ OCCUPANCY SENSOR	178.60	
				5948-1050427	2/29/2024	JAIL TOMBSTONE	29.08	207.68
	3/12/2024	0000329	CO-OP FARM AND GARDEN, T	98888	2/29/2024	SMPK METAL DURA FORK MI	34.29	34.29
	3/12/2024	0000677	GRAINGER INC	9028900620	2/29/2024	SMPK LOPPER SHOVELS SA\	312.75	
				9030144480	2/29/2024	SMPK BATTERY PAIL PUMP	37.33	
				9029403202	2/29/2024	CH PARTITIAN HANGER	27.42	377.50
	3/12/2024	0000714	HARTNAGEL BLDG SUPPLY IN	863869	2/29/2024	DRA NOZZLE HARDWARE CL	34.70	34.70
	3/12/2024	0000725	HEARTLINE, THE	a19840	2/29/2024	CDJ 12 VOLT AH 1300 CCA	798.56	798.56
	3/12/2024	0001198	PART WORKS INC, THE	INV102006	2/29/2024	CH P TRAP EXT TUBE GRID I	259.38	259.38
	3/12/2024	0001252	PORT ANGELES, CITY OF	48731-101384 1/	2/29/2024	VET JAN UTIL & GARBAGE	497.44	497.44
	3/12/2024	0001300	PUBLIC UTILITY DISTRICT	13575 2/12	2/29/2024	SC FEB ELECT	403.58	
				13572 2/24	2/29/2024	SC FEB ELECT	304.70	
				75463 2/24	2/29/2024	SC FEB ELECT	196.78	
				13573 2/24	2/29/2024	SC FEB ELECT	53.29	
				13571 2/24	2/29/2024	SC UNMETERED LIGHT	20.92	979.27
	3/12/2024	0001540	SWAIN'S GENERAL STORE IN	324079	2/29/2024	JUV GROUND RECEPTICLE S	13.31	
				324218	2/29/2024	CH HITCH PIN & CLIP	7.59	20.90
	3/12/2024	0001576	THURMAN SUPPLY	892854	2/29/2024	CDJ PVC ADPTR ELBOW CO!	24.62	
				892764	2/29/2024	JAIL ABS MED ELBOW ABS BI	21.45	46.07
	3/12/2024	0001769	WESTERN DETENTION PROD	20240531	2/29/2024	2008FAC JAIL LOCK PARTS	4,815.95	4,815.95
	3/12/2024	0002252	R J THOMAS MFG CO INC	269594	2/29/2024	SC DRA MEMORIAL BENCH A	2,741.00	
				269793	2/29/2024	SMPK MEMORIAL BENCH	1,427.00	4,168.00
	3/12/2024	0026936	SITKUM TREE SERVICE	1148	2/29/2024	SC HAZARD TREE REMOVAL	5,000.00	5,000.00
	3/12/2024	0041605	HOME DEPOT PRO	791105380	2/29/2024	SMPK P/WASSY	2,197.31	
				792030306	2/29/2024	CH MULTIFOLD TWL BATH TI	962.62	
				791791528	2/29/2024	SMPK PUMP UP SPRAYER	237.05	3,396.98
	3/12/2024	0047167	ADVENTURES NW PUBLISHIN	4070	2/29/2024	CDJ ADVERT MAG & WEB SI[	495.00	495.00

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0049082	BRADY BRADSHAW LLC -, AR	262	2/29/2024	JV PUMP 2 GREASE TRAPS A	597.30	597.30
						Sub total for U S BANK:		23,956.10

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0001252	PORT ANGELES, CITY OF	155474 2/29/24	2/29/2024	CITY OF PA 74359-155474	272.07	272.07
	3/12/2024	0001556	AXON ENTERPRISE INC	546159	2/29/2024	AXON / JUSTICE PREMIER	27,757.12	27,757.12
	3/12/2024	0046683	ODP BUSINESS SOLUTIONS L	354070729001	2/29/2024	OFFICE SUPPLIES	80.87	80.87
						Sub total for U S BANK:		28,110.06

Public Works ER+R

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0000091	ANGELES MILLWORK & LUMB	348662-1	2/29/2024	Ball Valves - PA 411	74.01	74.01
	3/12/2024	0000099	A-1 AUTO PARTS	1472083	2/21/2024	Hard Wire, Weld Tips - PA	115.31	115.31
	3/12/2024	0000594	DECKER CITY HARDWARE, TI	615296	2/26/2024	Propane - LC 831	21.13	21.13
	3/12/2024	0000599	FORKS OUTFITTERS	0072	2/28/2024	200W Clear - LC	31.19	31.19
	3/12/2024	0000772	INDUSTRIAL HYDRAULICS IN(	A346883	2/23/2024	Oil Pump Repair - PA 20-B201	952.38	952.38
	3/12/2024	0000848	PAPE KENWORTH NORTHWE	14471984	2/19/2024	Lockers, Oil Seal, Bearking Kit	6,911.85	
				14465817	2/16/2024	Axle Shafts - PA 200	717.44	
				14474719	2/22/2024	Axle Shaft - PA Stores	456.09	
				14474957	2/22/2024	Axle Shaft - PA 200	456.09	
				14485984	2/26/2024	Filters - PA 803	293.25	
				14474714	2/20/2024	Gasket, Axle Shaft - PA	17.58	
				14216126	10/6/2023	Core Return Credit - LC 208	-130.32	
				14469927	2/17/2024	Return Credit - LC 240	-456.12	
				14157094	9/10/2023	Core Return Credit - PA 242	-628.86	7,637.00
	3/12/2024	0000894	LARSCO INC	1117018-01	2/15/2024	Clamps, Adhesive - PA	101.67	101.67
	3/12/2024	0000897	LAWSON PRODUCTS INC	9311299417	2/14/2024	Screws, Washers - PA	124.43	124.43
	3/12/2024	0001255	PRICE FORD LINCOLN MERC	5052600	2/22/2024	Door Lock Knob - PA	99.15	
				5052625	2/23/2024	TPMS Sensor Kit - PA S353	64.93	
				5052679	2/28/2024	Motort and Pump ASY - PA S32	44.05	208.13
	3/12/2024	0001426	SEQUIM, CITY OF	1295.0/0301202	3/1/2024	Utility Charges (Water & Sewer	322.17	322.17
	3/12/2024	0001551	TACOMA SCREW PRODUCTS	140103637-00	2/21/2024	Slip Hook, Reamer - PA 739	190.27	190.27
	3/12/2024	0001709	WA ST DEPT OF LICENSING	02292024ERR	2/29/2024	Tax on Vehicle Purchases - PA	9,906.70	9,906.70

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0001781	WHITEHEADS AUTO PARTS IN	022624ERR	2/26/2024	Bearings - LC 415	585.83	
				279988	2/26/2024	LED Lighthead - LC 155	257.23	
				022624ERR2	2/26/2024	Degreaser - LC	195.35	
				280161	2/28/2024	Panel Filter, Radial Seal Filter-L	130.05	
				022824ERR1	2/28/2024	Transmission Fluid - LC 167	93.18	
				279711	2/22/2024	Flap Wheel, Silicone - LC 104	62.81	
				280010	2/26/2024	Radial Seal Filter - LC 855	56.83	
				279120	2/14/2024	Atenna - LC 167	43.11	
				022824ERR	2/28/2024	5w30 - LC S348	42.88	
				278935	2/12/2024	5w30 - LC 167	42.88	
				278937-24	2/12/2024	5w30 - LC 178	42.88	
				280159	2/28/2024	5w30 - LC 119	42.88	
				280162	2/28/2024	5w20 - LC 175	42.88	
				022824ERR2	2/28/2024	Fluid Filters - LC	32.38	
				022624ERR1	2/26/2024	Hub Nut, Zip Ties - LC	27.55	
				279150	2/14/2024	Adapters, Brake Line - LC 240	11.12	
				279227	2/15/2024	Tape - LC S369	8.68	
				271293	10/31/2023	Warrenty - LC 160	-379.46	1,339.06
	3/12/2024	0004448	DAREN'S POINT S TIRE & AUT	0096153	2/23/2024	Tires - PA S361	639.98	639.98
	3/12/2024	0005032	OWEN EQUIPMENT COMPAN	00113984	2/16/2024	Various Vehilce Parts - PA 401	3,286.30	3,286.30
	3/12/2024	0017663	ARAMARK UNIFORM SVCS IN	5120418499	2/27/2024	Laundry Services - PA	21.30	
				5120420299	2/29/2024	Laundry Services - SQ	16.34	
				5120418485	2/27/2024	Laundry Services - LC	16.30	53.94
	3/12/2024	0022435	RACE STREET AUTO PARTS	663760-24	2/26/2024	Battery - PA 803	345.47	
				663478-24	2/23/2024	Interior Door Handle - PA 112	96.81	
				664163	2/29/2024	Horn - PA 411	19.21	
				663563	2/23/2024	Spark Plug - PA RH210	13.59	
				663532	2/23/2024	Spark Plug - PA FG214	4.60	479.68
	3/12/2024	0038262	WILDER AUTO CENTER	5121552	2/26/2024	Nitrous Oxide Sensor - PA 180	964.37	964.37
	3/12/2024	0042872	PROPANE NORTHWEST	1512773359	2/21/2024	Propane - SQ	606.20	606.20
	3/12/2024	0043469	PETROCARD	0260153-IN	2/2/2024	Hydraulic Fluid - PA	4,800.76	
				0512208-IN	2/27/2024	Hydraulic Fluid - PA	2,551.63	
				0512276-IN	2/28/2024	Hydraulic Fluid - PA	1,554.33	8,906.72
	3/12/2024	0048353	PEORIA FORD	236033 RGA060	2/29/2024	Vehicle Purchase - PA S374	53,180.00	
				236035 RGA055	2/29/2024	Vehicle Purchase - PA S372	53,180.00	106,360.00

Sub total for U S BANK:	142,320.64

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0001059	NC MACHINERY CO	L1374901	2/15/2024	MAINTENANCE SUPPLIES	6,115.28	6,115.28
	3/12/2024	0001156	OLYPEN INC	240228-0016	2/28/2024	OLYPEN SERVICE	161.25	161.25
	3/12/2024	0001300	PUBLIC UTILITY DISTRICT	110606-022024	2/20/2024	01/17-02/15 SCENIC OVERLO	124.12	124.12
	3/12/2024	0001573	THOMAS BUILDING CENTER I	31016259	1/24/2024	MAINTENANCE SUPPLIES-SC	155.91	155.91
	3/12/2024	0001586	TRAFFIC SAFETY SUPPLY CO	INV067563	2/22/2024	MAINTENANCE SUPPLIES	1,046.68	1,046.68
	3/12/2024	0017663	ARAMARK UNIFORM SVCS IN	5120418498	2/27/2024	LAUNDRY SERVICE-PA	16.34	
				5120418486	2/27/2024	LAUNDRY SERVICE-LC	16.29	
				5120420300	2/29/2024	LAUNDRY SERVICE -SQ	16.29	48.92
						Sub total for U S BANK:		7,652.16

Check History Listing
CLALLAM COUNTY

Public Works

Bank code: apbank

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
	03/12/2024	0000331 CLALLAM COUNTY AUDI			2024-1457686LIE	02/28/2024	18.00	18.00
	03/12/2024	0046122 COLE DUSTIN			DUSTIN1032	02/20/2024	85.00	85.00
	03/12/2024	0001058 NCL OF WISCONSIN INC			499217	02/06/2024	935.73	
					499066	02/02/2024	711.78	1,647.51
	03/12/2024	0001300 PUBLIC UTILITY DISTRIC			23007-022224	02/22/2024	1,017.89	
					22991-022224	02/22/2024	240.17	
					23221-022224	02/22/2024	221.44	
					23040-022224	03/21/2024	187.89	1,667.39
	03/12/2024	0000172 BAXTER A/P OFFICE			424010228	02/28/2024	410.84	
					15663-62442	02/29/2024	-47.92	362.92
	03/12/2024	0000331 CLALLAM COUNTY AUDI			24-160759-687	02/28/2024	18.00	18.00
						apbank Total:		**3,798.82**

6 checks in this report

Total Checks: **3,798.82**

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0000459	DAY WIRELESS SYSTEMS INC	#INV812863	9/20/2023	RECAP OF ELTEK BATTERY S	5,638.51	5,638.51
	3/12/2024	0000799	JAMESTOWN SKLALLAM TRIE	041724	2/29/2024	RESERVATION RENTAL FEE	50.00	50.00
	3/12/2024	0001188	PARATEKK, INC.	CCSO SAR	2/21/2024	ROPE RESCUE EQUIPMENT	3,464.45	3,464.45
	3/12/2024	0001252	PORT ANGELES, CITY OF	83657	12/31/2023	2023 ESCHAT LICENSES (261	1,305.00	1,305.00
	3/12/2024	0001540	SWAIN'S GENERAL STORE IN	324298	2/29/2024	UNIFORM - HAMILTON	195.88	195.88
	3/12/2024	0001543	SWANSONS SERVICES CORP	1811709	2/15/2024	INDIGENT PACKS	46.00	46.00
	3/12/2024	0001828	NIKOLA ENGINEERING INC	48820	2/22/2024	END POINTS - FEB 2024	1,179.20	1,179.20
	3/12/2024	0004211	CENTURYLINK	206-T01-0387-M	2/16/2024	DATA CONNECTION	336.06	336.06
	3/12/2024	0006886	SYSTEMS FOR PUBLIC SAFE	45964	2/28/2024	UPFIT TO PATROL SPECS	8,021.14	8,021.14
	3/12/2024	0021386	STAPLES ADVANTAGE	3559874161	2/16/2024	OFFICE SUPPLIES	275.09	275.09
	3/12/2024	0031772	WE PROMOTE YOU	41764228	2/23/2024	SWAG FOR OUTREACH EVEI	765.07	765.07
	3/12/2024	0037247	HAIR BY NICOLE	022724	2/27/2024	INMATE HAIRCUTS	275.00	275.00
	3/12/2024	0042874	BAGLEY CREEK OUTFITTERS	20452	2/22/2024	EMBROIDERY ON CCSO SWE	163.35	163.35
	3/12/2024	0046683	ODP BUSINESS SOLUTIONS L	346715229001	2/8/2024	OFFICE SUPPLIES - JAIL	78.79	78.79
	3/12/2024	0047701	OAC SERVICES INC	147126	10/18/2023	PROFESSIONAL PERSONNEL	6,211.00	
				147379	11/20/2023	PROFESSIONAL PERSONNEL	4,838.48	
				147436	12/13/2023	PROFESSIONAL PERSONNEL	980.00	
				148018	2/15/2024	PROFESSIONAL PERSONNEL	824.25	12,853.73
	3/12/2024	0049401	8TH STREET CAR WASH	FPCS-022524	2/25/2024	CAR WASHES	458.75	458.75
	3/12/2024	0049518	CRISIS SYSTEMS MGMT LLC	61430	9/20/2023	REGISTRATION FOR COURSI	595.00	
				61431	9/20/2023	REGISTRATION FOR COURSI	595.00	1,190.00
						Sub total for U S BANK:		36,296.02

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0000815	JIM'S PHARMACY	011042-2.29.24	2/29/2024	INMATE MEDICINE	7,819.20	7,819.20
	3/12/2024	0041537	MCKESSON MEDICAL-SURGI	21735777	2/19/2024	MED CLINIC SUPPLIES	290.37	
				21732084	2/19/2024	MED CLINIC SUPPLIES	125.71	
				21724904	2/16/2024	MED CLINIC SUPPLIES	18.13	434.21
						Sub total for U S BANK:		8,253.41

Final Check List
CLALLAM COUNTY

Clerk

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0027983	HYLAND SOFTWARE INC	LEO1-339337	2/29/2024	CLERK'S OFFICE EAC E-FILIN	333.12	333.12
	3/12/2024	0049587	PORTER, CHARDONNEY	CPORTERTRAV	2/29/2024	CLERK TRAVEL FOR JUVENIL	80.40	80.40
						Sub total for U S BANK:		413.52

Treasurer

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/12/2024	0047752	THREE+ONE COMPANY LLC	3398	2/29/2024	QUARTERLY BILLING	4,875.00	4,875.00
						Sub total for U S BANK:		4,875.00

MAR 12 2024 16

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of March 4 – 8, 2024

EXECUTIVE SESSION – March 1, 2024 at 1 p.m.

The Board convened in open session at 1:02 p.m. to discuss real estate. Present were Commissioners Ozias, French and Johnson, Administrator Mielke, Chief Civil Prosecuting Attorney Boughton, Chief Financial Officer Lane, Deputy Chief Financial Officer Turner, Sheriff's Office King, Shore, Waknitz and Jackson.

The Board may recess into Executive Session to consider employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate, or other matters per RCW 42.30.110.
ACTION TAKEN: CRJm to recess to executive session for 2 hours, CMOs, mc

The Board recessed into executive session at 1:03 p.m.

The Board convened in open session at 3 p.m. and extended the executive session for 30 minutes

The Board convened in open session at 3:30 p.m.
ACTION TAKEN: CMOm to authorize the Administrator and staff to pursue option 2 as amended, CRJs, mc

Meeting concluded at 3:31 p.m.

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, March 4, 2024. Present were Commissioners French, Johnson and Ozias, and Administrator Mielke.

Items of discussion per the agenda published March 28 were:

- Calendar/Correspondence
- Resolution appointing Janice Wilson to the Planning Commission
- Resolution appointing Karolyn Burdick to the Heritage Advisory Board
- Lease Agreement with Nancy J. German for warehouse space for storage of evidence collection
- Pre-application questionnaire with Recreation Conservation Office for Community Outdoor Athletic Facilities Grant
- An Ordinance adding a Chapter 21.06 to the Clallam County Code titled Recreational Park Trailer Placement
- Briefing and call for hearing to be held on Tuesday, March 26, 2024 at 10:30 a.m. regarding proposed comprehensive plan map and zoning map amendments Yakovich REZ2023-00001 and REZ2023-00002
- Dungeness River Management Team representative appointments
- Agreement with Department of Commerce for Growth Management Services
- Towne Road update
- Letter of concurrence to Commissioner Franz regarding Lake Sutherland – Shore Thing timber sale
- Discussion and next steps regarding participation on the Department of Natural Resources Ecosystem Services Work Group
- Legislative session update
- Review the "How Did We Do" reports comparing each month's actual performance
- Certification of the 2023 Road Levy & Estimated Revenue Produced/County Road Administration Board

Meeting concluded at 11:28 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Vice Chair Johnson called the meeting to order at 10 a.m., Tuesday, March 5, 2024. Also present were Commissioner Ozias and Administrator Mielke. Commissioner French was excused.

DRAFT

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Added:

5c Certification of the 2023 Road Levy & Estimated Revenue Produced/County Road Administration Board

ACTION TAKEN: CMOm to adopt the agenda as modified, CRJs, mc

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on 1g and 4a

CONSENT AGENDA

1a Approval of vouchers for the week of February 26
1b Approval of payroll for the period ending February 15
1c Approval of minutes for the week of February 26
1d Resolutions appointing Pamela Bumgardner to the Developmental Disabilities Advisory Committee
1e Resolutions appointing Vanessa Lea to the Behavioral Health Advisory Board
1f Letters of support for Clallam Transit System grant applications
1g Letter of concurrence to Commissioner Franz regarding Lake Sutherland – Shore Thing timber sale
1h Call for hearing to be held on Tuesday, April 2, 2024 at 10:30 a.m. regarding a proposed vacation of undeveloped right of way – North Honeycomb

ACTION TAKEN: CMOm to adopt the consent agenda as presented, CRJs, mc

REPORTS AND PRESENTATIONS

- CRJ commented on Highway 101 projects,

CONTRACTS AND AGREEMENTS

2a Agreement with Straitside Ranch for Robin Hill Farm grazing lease
ACTION TAKEN: CMOm approve, CRJs, mc

2b Agreement with Hunt Engineering Services, Inc. for Juvenile Facility Chiller Replacement Project
ACTION TAKEN: CMOm approve, CRJs, mc

2c Agreement with Sidles Law – Alexander Sidles for Hearing Examiner services
ACTION TAKEN: CMOm approve, CRJs, mc

2d Agreement with Clallam Conservation District for resource conservation planning and Implementation
ACTION TAKEN: CMOm approve, CRJs, mc

2e Agreement with Jefferson County for North Pacific Coast Marine Resources Committee implementation
ACTION TAKEN: CMOm approve, CRJs, mc

2f Agreement with Department of Commerce for Growth Management Services
ACTION TAKEN: CMOm approve, CRJs, mc

2g Agreement with Wavedivision Holdings LLC dba Astound Broadband for the Broadband Project
ACTION TAKEN: CMOm approve, CRJs, mc

BIDS AND AWARDS

3a Bid opening – 2024 Crushing Contract

CONTRACTOR	AMOUNT
Bruch and Bruch	$560,378.72
Delhur Industries, Inc.	$619,324.08

ACTION TAKEN: CRJm to forward the bids to the Road/Public Works Department for review and recommendation to the Board of Commissioners, CMOs, mc

DRAFT

COMMUNITY DEVELOPMENT

4a Call for proposals / qualifications to be received no later than Tuesday, April 2, 2024 at 10 a.m. for the Lower Elwha River Channel Migration Delineation

ACTION TAKEN: CMOm to issue notice, CRJs, mc

PUBLIC WORKS

5a Pre-application questionnaire, letter of support, designation of applicant's agent resolution, signature authorization form, W9, and agreement for FEMA Disaster Assistance Grant #4635-DR-WA

ACTION TAKEN: CMOm approve, CRJs, mc

5b Pre-application questionnaire, letter of support, designation of applicant's agent resolution, signature authorization form, W9, and agreement for FEMA Disaster Assistance Grant #4682-DR-WA

ACTION TAKEN: CMOm approve, CRJs, mc

5c Certification of the 2023 Road Levy & Estimated Revenue Produced/County Road Administration Board

ACTION TAKEN: CMOm approve, CRJs, mc

PUBLIC COMMENT

- Kathy Slowberg, Sequim, commented on Towne Road
- Ed Bowen, Clallam Bay, commented on item 2d, Shore Thing timber sale
- Deborah Keeting, Sequim, commented on Towne Road
- Pepai Whipple, Sequim, commented on Towne Road
- Rebecca Horst, Sequim, commented on Towne Road
- Norman Sloper, Sequim, commented on Towne Road
- Enid Phreaner, Sequim, commented on Towne Road
- Derrick Eberle, Sequim, commented on Towne Road
- John Zay, Sequim, commented on Towne Road
- John Worthington, Sequim, commented on ICLEI, Towne Road
- Rick Lehman, Sequim, commented on Towne Road
- Karen Hubert, Sequim, commented on Towne Road
- Karin Cummins, Sequim, commented on Towne Road
- Paul Hansen, Sequim, commented on Towne Road
- Jamie Porter, Sequim, commented on Towne Road
- Rosie Swansberg, Sequim, commented on Towne Road
- Jeff Tozzer, Sequim, commented on Towne Road, leadership (see attached)
- Thomas Ash, Sequim, commented on Towne Road
- Elizabeth Bang, Sequim, commented on Towne Road
- Margaret Walthall, Sequim, commented on Towne Road
- Tom Cook, Sequim, commented on Towne Road

Meeting concluded at 11:23 a.m. and continued to 9 a.m., Monday, March 11, 2024.

DRAFT

The Board of Commissioners attended WSAC Virtual Update, Coffee with Colleen, Marine Resources Joint Meeting, Peninsula Housing Authority Strategic Planning Meeting, WSAC Legislative Virtual Update, and KSQM Radio Show during the week of March 4.

PASSED AND ADOPTED this 12th day of March 2024.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board

DRAFT

Public comment
Jeff Tozier
3/5/24

Ozias might not be familiar with urban trails, as he lives in the rural countryside, but urban trails have a 6" curb delineating them from roadways, they are also known more commonly as sidewalks. Millions of people in urban settings use these urban trails daily, walking alongside heavy traffic and vehicles traveling at high rates of speed. Oddly enough, people have generally felt that these urban trails are safe despite only having a 6" curb. Cities have even made it a priority to install more of these urban trails as pedestrians request safer spaces to walk alongside vehicle traffic. But if he feels these curbs are hazardous death traps, he should contact the City of Sequim ASAP, as they'e installing them along Sequim Dungeness Way as we speak!

1C

AGENDA ITEM SUMMARY

MAR 1 2 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 3-4-24**

REGULAR AGENDA ☒ **Meeting Date: 3-12-24**

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☒ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
A vacancy exists on the Planning Commission for representation of District IIIa due to a resignation.

A press release was issued during the months of January and February 2024 soliciting applications from interested citizens. One application was received.

The Director of the Department of Community Development and the District III County Commissioner supports the appointment of Janice Wilson to fill the vacant position as the District IIIa representative.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution appointing.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Department of Community Development

Relevant Departments: Board of Commissioners and Department of Community Development

RESOLUTION _____, 2024

APPOINTING A MEMBER TO THE PLANNING COMMISSION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Planning Commission for representation of District IIIa due to a resignation.

2. A press release was issued during the months of January and February 2024 soliciting applications from interested citizens. One application was received.

3. The Director of the Department of Community Development and the District III County Commissioner supports the appointment of Janice Wilson to fill the vacant position as the District IIIa representative.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Janice Wilson** is appointed to the unexpired term as the District IIIa representative for a term ending December 31, 2025.

PASSED AND ADOPTED this 12th day of March 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mike French, Chair

_____
Randy Johnson

_____
Mark Ozias

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.172
Appointee
DCD

DRAFT

M E M O R A N D U M

LONI GORES
Clerk of the Board

March 12, 2024

TO: Board of Commissioners, Administrator Mielke

RE: Agenda Modification(s)

FILE: A14.09.18

- Item 1c has been removed from the March 12 regular agenda:

CONSENT AGENDA – Any Commissioner may remove items for discussion
Removed:
1c Resolution appointing Janice Wilson to the Planning Commission

1d

MAR 1 2 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 2/20/24**

REGULAR AGENDA ☒ **Meeting Date: 3/12/24**

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☒ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Vacancies exist on the Clallam County Fair Advisory Board due to the expiration of terms.

A press release was issued during the months of January and February 2024 soliciting applications from interested citizens. The members with expiring terms were notified. Six new applications were received.

The current members advised the Commissioner's Office they are interested in continuing their service and asked to be considered for another term.

The Director of Parks, Fair and Facilities supports the appointment of Kathleen Sirguy and the reappointment of Teresa Beckstrom, Melanie Greer, LaDona Wilson, and Carol Johnson to the Fair Advisory Board.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign a resolution to appoint and reappoint.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Parks, Fair & Facilities

Relevant Departments: Board of Commissioners, Parks, Fair & Facilities

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Fair Board Greer et al 3-12-24
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2024

APPOINTING & REAPPOINTING MEMBERS TO THE FAIR ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Clallam County Fair Advisory Board due to the expiration of terms.

2. A press release was issued during the months of January and February 2024 soliciting applications from interested citizens. The members with expiring terms were notified. Six new applications were received.

3. The current members advised the Commissioner's Office they are interested in continuing their service and asked to be considered for another term.

4. The Director of Parks, Fair and Facilities supports the appointment of Kathleen Sirguy and the reappointment of Teresa Beckstrom, Melanie Greer, LaDona Wilson, and Carol Johnson to the Fair Advisory Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. **Kathleen Sirguy** is appointed as the At-large representative for the current term expiring on January 1, 2025 and an additional term expiring on January 1, 2029.

2. **Teresa Beckstrom** is reappointed as the Agriculture At-large representative for a term expiring January 1, 2028.

3. **Melanie Greer** is reappointed as the Arts/Photography representative for a term expiring January 1, 2028.

4. **LaDona Wilson** is reappointed as the 4-H Homemakers representative for a term expiring January 1, 2028.

5. **Carol Johnson** is reappointed as the Port Angeles Chamber of Commerce representative for a term expiring January 1, 2028.

PASSED AND ADOPTED this 12th day of March 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mike French, Chair

_____
Randy Johnson

_____
Mark Ozias

ATTEST:

_____
Loni Gores, Clerk of the Board

c: A22.159
Parks, Fair, and Facilities
Appointee(s)

DRAFT

MAR 12 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: DCD

WORK SESSION ☒ **Meeting Date: 3-4-2024**

REGULAR AGENDA ☒ **Meeting Date: 3-12-2024**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☒ Other Membership update, Dungeness River Management Team

Documents exempt from public disclosure attached: ☐

Executive summary:

Dungeness River Management Team has updated its membership list to reflect changes in representatives. Noted on the attached list, the DRMT recorded changes to DRMT representatives. These changes were approved by the DRMT but need to be signed off by Jamestown S'Klallam Tribe and Clallam County. Please indicate your approval with signatures below. All other DRMT appointments not listed remain unchanged. An updated 2023 DRMT roster is listed on the second page.

DRMT provides regular Hybrid meetings in-person at the Nature Center, with the option of attending remotely via Zoom.

Budgetary impact: N/A

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Please sign the updated membership roster.

County Official signature & print name: Bruce W. Emery, Bruce Emery

Name of Employee/Stakeholder attending meeting: Cathy Lear

Relevant Departments: DCD

Date submitted:

---

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Agenda Item Summary for roster
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

Dungeness River Management Team
Cooperative Management of Our Watershed's Resources
Coordinated by Jamestown S'Klallam Tribe and Clallam County
1033 Old Blyn Highway • Sequim, WA 98382 • (360) 683-1109

February 23, 2024

Upon request by the Dungeness River Management Team (DRMT), I have reviewed the following recent changes to DRMT appointments by the following organizations/groups.

Updates to DRMT appointments:

Date	Representing Organization/Group	DRMT Member	DRMT Alternate
02/14/24	Clallam County	No change (Cathy Lear)	Joel Green (co-Alternate with Rebecca Mahan)
02/14/24	Protect the Peninsula's Future	No change (Tony Corrado)	Kathleen Smith (co-Alternate with Judy Larson)
12/05/23	USFS (Advisory Member)	Joshua Rose (replacing Dana Buttler)	No Change (Marc McHenry)
11/20/23	Sports Fisheries	Jamie Tippett (replacing vacant seat, previously filled by Don Hatler)	Dave Croonquist (filling empty seat)

All other DRMT appointments not listed above remain unchanged. An updated DRMT roster, to include the above changes, is listed on the following page.

Per the DRMT Operating Procedures and the 1995 MOA between Jamestown S'Klallam Tribe (Tribe) and Clallam County (County), the Tribe and County indicate approval of these changes with signatures below.

W. Ron Allen, CEO/Tribal Chair
CEO/Tribal Chair
Jamestown S'Klallam Tribe

Mike French
Board of Commissioners
Clallam County

Updated DRMT Roster (February 27, 2024)

Clallam County	Member: Cathy Lear
	Alternate: Joel Green and Rebecca Mahan
Jamestown S'Klallam Tribe	Member: Hansi Hals
	Alternate: Shawn Hines
Riverside Property Owners (RM 0-3.25)	Member: Robert Beebe
	Alternate: James Beebe
Water Users Association	Member: Ben Smith
	Alternate: TBD
Sports Fisheries	Member: Jamie Tippett
	Alternate: Dave Croonquist
Olympic Peninsula Audubon Society	Member: Robert Phreaner
	Alternate: Lance Vail
Washington Department of Ecology	Member: Michael Gallagher
	Alternate: TBD
City of Sequim	Member: Meggan Uecker
	Alternate: Ann Soule
North Olympic Land Trust	Member: Michael Auger
	Alternate: Lexi Waggor
Protect the Peninsula's Future	Member: Tony Corrado
	Alternate: Kathleen Smith and Judy Larson
Estuary Tidelands Property Owner	Member: Stephanie Robinson
	Alternate: TBD
Washington Department of Fish and Wildlife	Member: Danielle Zitomer
	Alternate: Gwen Lentes
Dungeness River Audubon Center	Member: Powell Jones
	Alternate: Montana Napier
Dungeness National Wildlife Refuge (USFW) **(Advisory)**	Member: Lorenz Sollmann
	Alternate: Jennifer Brown-Scott
Clallam Conservation District **(Advisory)**	Representative: Kim Williams
	Alternate: TBD
U.S. Forest Service **(Advisory)**	Representative: Joshua Rose
	Alternate: Marc McHenry
Clallam County PUD#1 **(Advisory)**	Representative: Bowen Kendrick
	Alternate: N/A

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

1F

MAR 1 2 2024

Department: DCD

WORK SESSION ☒ **Meeting Date: March 4, 2024**

REGULAR AGENDA ☒ **Meeting Date: March 12, 2024**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☒ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

The Department of Community Development received two application requests for rezones for the 2023 round. The Planning Commission completed their review and final recommendations to forward to the Board of County Commissioners at their February 7, 2024 meeting. The Board of County Commissioners shall now hold their public hearing on the requests and decide if they approve the proposed Comprehensive Plan and Zoning Map Amendments REZ2023-00001 and REZ2023-00002. The staff reports, letter of transmittal from the Planning Commission, and draft ordinances with maps are attached.

REZ2023-00001 is a request to change the zoning of an approximate 38.19 acre parcel referenced as parcel number 093132-120000 and owned by Dennis and Karen Yakovich from the current Commercial Forest (CF) zone to Commercial Forest Mixed-5 (CFM5). Staff recommended approval of the proposal, but the Planning Commission voted 3-2 to deny the application.

REZ2023-00002 is a request to change the zoning of an approximate 5.19 acre parcel owned by Fire District #3 and referenced as parcel number 053014-240050 from the current Public (P) zone to Rural Character Conservation-3 (RCC3). Staff recommended approval of the proposal and the Planning Commission voted 5-0 to approve the application.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve or Deny draft ordinances to rezone properties.

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

agenda2-28-2024
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

County Official signature & print name: Bruce Emery, Bruce W. Emery

Name of Employee/Stakeholder attending meeting: _____Donella Clark, Principal Planner___

Relevant Departments: ___DCD_____

Date submitted: 2/28/2024

PUBLIC HEARING

Proposed Comprehensive Plan Map and Zoning Map amendment

NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners will conduct a public hearing on Tuesday, March 26, 2024 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The purpose of the public hearing is to receive public testimony on the proposed Comprehensive Plan Map, Title 31, and Zoning Map, Title 33, amendments.

SUMMARY OF PROPOSALS: REZ2023-00001 is proposing to change the classification of the 38.19-acre property referenced as Assessor's Tax Parcel Number 093132-120000 from "Commercial Forest" (CF) to "Commercial Forest Mixed-5" (CFM5).
REZ2023-00002 is proposing to change the classification of the 5.19-acre property referenced as Assessor's Tax Parcel Number 053014-240050 from "Public" (P) to "Rural Character Conservation-3" (RCC3).

HOW TO COMMENT: All persons wishing to comment are welcome to either submit their written comments before the hearing is commenced or present written and/or oral comments during the public hearing. Written comments should be sent to the Clallam County Board of Commissioners, 223 East 4th Street, Suite 4, Port Angeles, WA 98362-3015 or via email to loni.gores@clallamcountywa.gov

DOCUMENTS AND INFORMATION: The staff report and other information regarding the proposal is available for review at the Clallam County Department of Community Development located in the Clallam County Courthouse at 223 E. 4th Street, Port Angeles, WA and on-line at https://www.clallamcountywa.gov/178/Community-Development-DCD

In compliance with the Americans with Disabilities Act (ADA), appropriate aids and/or reasonable accommodations will be made available upon request. Requests must be received by the Commissioner's office (Phone: 360-417-2233; see address above) at least 7 days prior to the hearing. The facility is considered "barrier free" and accessible to those with physical disabilities.

Publish: March 16 and 23

Bill: Dept. of Community Development

Loni Gores, Clerk of the Board

LETTER OF TRANSMITTAL

To: Clallam County Board of Commissioners

From: Clallam County Planning Commission

Subject: Transmittal to BOCC: Findings and Conclusions regarding proposed Comprehensive Plan and Zoning Map Application REZ2023-00001, Dennis and Karen Yakovich

Dear Commissioners:

The Clallam County Planning Commission has completed its review and public hearing on the proposed Type C Application to amend the Clallam County Comprehensive Plan and Zoning Map and recommends denial of the proposal. The Planning Commission completed its review and approved its final recommendations to forward to the BOCC at its meeting of February 7, 2024. As Chairman of the Clallam County Planning Commission, having first received the authorization of the Commission, I am transmitting herewith the findings and recommendations of the Commission on this Comprehensive Plan and Zoning Map Amendment Application:

FINDINGS OF FACT:

1. The Planning Commission held a public hearing February 7, 2024, on Comprehensive Plan and Zoning Map Amendment Application No. REZ2023-00001, submitted by Steve Wirth on behalf of Dennis and Karen Yakovich, to amend the Clallam County Zoning Code, Title 33 CCC, to change parcel 093132-120000 from the current Commercial Forest (CF) designation to Commercial Forest Mixed-5 (CFM5).

2. The property is an undeveloped 38.19 acre property located west of the Joyce Urban Growth Area, south of Highway 101, identified as parcel number 093132-120000.

3. In 1995, the County adopted final Commercial Forest (CF) comprehensive plan land use and zoning designations. The subject property was owned by a timber company at the time of the CF zoning designation, whereas the surrounding privately owned properties were designated CFM5.

4. The required showing for comprehensive plan and zoning map amendments must demonstrate consistency with all of the criteria contained at CCC 33.35.090 in the Zoning Code, and at CCC 31.08.370 in the Comprehensive Plan.

5. The state Growth Management Act (GMA) enacted in 1990 supports maintaining and enhancing productive timberlands and discouraging incompatible land uses RCW 36.70A.020 (8).

6. The Countywide Comprehensive Plan Policy CCC 31.02.140(23) states that:

   "Land designated as Commercial Forest shall remain in this classification unless a strong case can be made that the zoning could be changed without affecting

the commercial viability of the surrounding forest land. Zone change applications shall meet one of the following criteria:

a. An error was made in application of the criteria establishing the zone; or

b. The Board of County Commissioners after giving careful consideration to the value of the resource to the community finds that commercial forestry cannot generate a reasonable return on investment when compared to other forested properties and that growth could not be directed to other non-forested rural lands in the same vicinity." CCC 31.02.140(23)

7. The Staff report presented with this case states that the parcel does not meet all criteria for designation of Commercial Forest zone, but was rightfully designated because of the ownership of the property by a timber company at the time the CF and CFM5 zones were designated in the area. Since the timber company sold the parcel to an individual owner the conditions of the original designation have been altered.

8. The subject property borders State lands to the south and west and privately owned properties zoned CFM5 to the east and north. The property to the north is a 33.23 acre parcel with a residential component and the property to the east is an 18.53 acre parcel with a single-family residence. Rezones must be evaluated with respect to application to other similarly situated properties. The subject property boarders State lands to the south and west that are zoned CF and CFM5 zoning of the privately owned residentially developed parcels to the north and east.

9. With the large amount of State owned lands west of Joyce, there are limited areas for residential development. The Comprehensive Plan acknowledges that parcels less than 80 acres can realize long-term timber production, but would likely require a residential development component [CCC 31.02.130 (4); CCC 31.02.140 (12)].

10. The Zoning Code is to "direct the future growth and development of the County consistent with the Comprehensive Plan"; and "implement the goals and policies of the Comprehensive Plan in a manner which protects private property rights and is the least intrusive manner possible."

11. An evaluation of the cumulative effects of a decision to approve or deny a particular application must consider whether the rationale for the decision would be sustainable and consistent with adopted policies and standards if applied to similarly situated properties across the County.

12. The Planning Commission voted 3-2 with one abstention to recommend denial of the application. Commissioners on the side of approval deemed the application appropriate and consistent with the surrounding neighborhood. Those who voted for denial did so in the interest of continuing forest land and preserving this property as a transitional land from residential to the larger timber lands also in the CF zone.

Because of the above-described facts and findings, and attachments hereto, the Commission adopts and transmits the following conclusion to the Clallam County Board of Commissioners.

CONCLUSION: The required showing for map amendments to the comprehensive plan and zoning land use and zoning map designations did not meet all of the criteria contained at CCC 33.35.090 in the Zoning Code, and at CCC 31.08.370 in the Comprehensive Plan.

Now therefore in light of the above Findings of Fact, the Clallam County Planning Commission concludes that the proposed revisions to the Clallam County Comprehensive Plan and associated development and zoning regulations, and mapping changes, recommended for denial to the BOCC and as Chair of the Commission, has directed me as its duly authorized agent to transmit this recommendation to the BOCC on the above-inscribed date.

S Gale, Chair for CPC. 2/20/2024

Steve Gale, Chair — Date

Ordinance _____

An ordinance amending Title 31, Comprehensive Plan Map, and Title 33, Zoning Map, of the Clallam County Code (Application REZ 2023-00001)

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 1. Section.010, Property.

Title 31, Comprehensive Plan Map, and Title 33, Zoning Map of the Clallam County Code is hereby amended by changing the classification of the property referenced by Assessor's Tax Parcel Number 093132-120000 from "Commercial Forest" (CF) to "Commercial Forest Mixed-5" (CFM5). The property is an approximate 38.19 acre parcel within a portion of the Northwest ¼ of the Northeast ¼ of Section 32, Township 31 N, Range 9 and is described in the Statutory Warranty Deed Auditor File Number 2007-1204994. The subject property is shown on the map prepared by the Clallam County Department of Community Development that is attached to this Ordinance as Exhibit A.

Section 2. Section.020, Applicability.

The Board has determined that this amendment is in the best interest of the public health, safety, and welfare.

Section 3. Section.030. Effective Date.

This ordinance shall become effective on the date upon which the Board of County Commissioners takes legislative action to comply with the requirements of RCW 36.70A.130 for annual updates, or on December 31, 2024, whichever date comes first.

ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mike French, Chair

ATTEST:

_____
Randy Johnson

_____
Loni Gores, Clerk of the Board

_____
Mark Ozias

Exhibit A

Amending Title 31, Comprehensive Plan Map, and Title 33, Zoning Map of the Clallam County Code (Application No. REZ2023-00001)

Pursuant to Ordinance _____, the property described below and shown on this map is hereby re-designated from Commercial Forest (CF) to Commercial Forest Mixed-5 (CFM5). The property is described as 38.19 acres, located south of Hwy 112, west of the Urban Growth Area of Joyce, near Springhaven Road (APN 093132-120000).

ADOPTED this _____ day of _____, 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

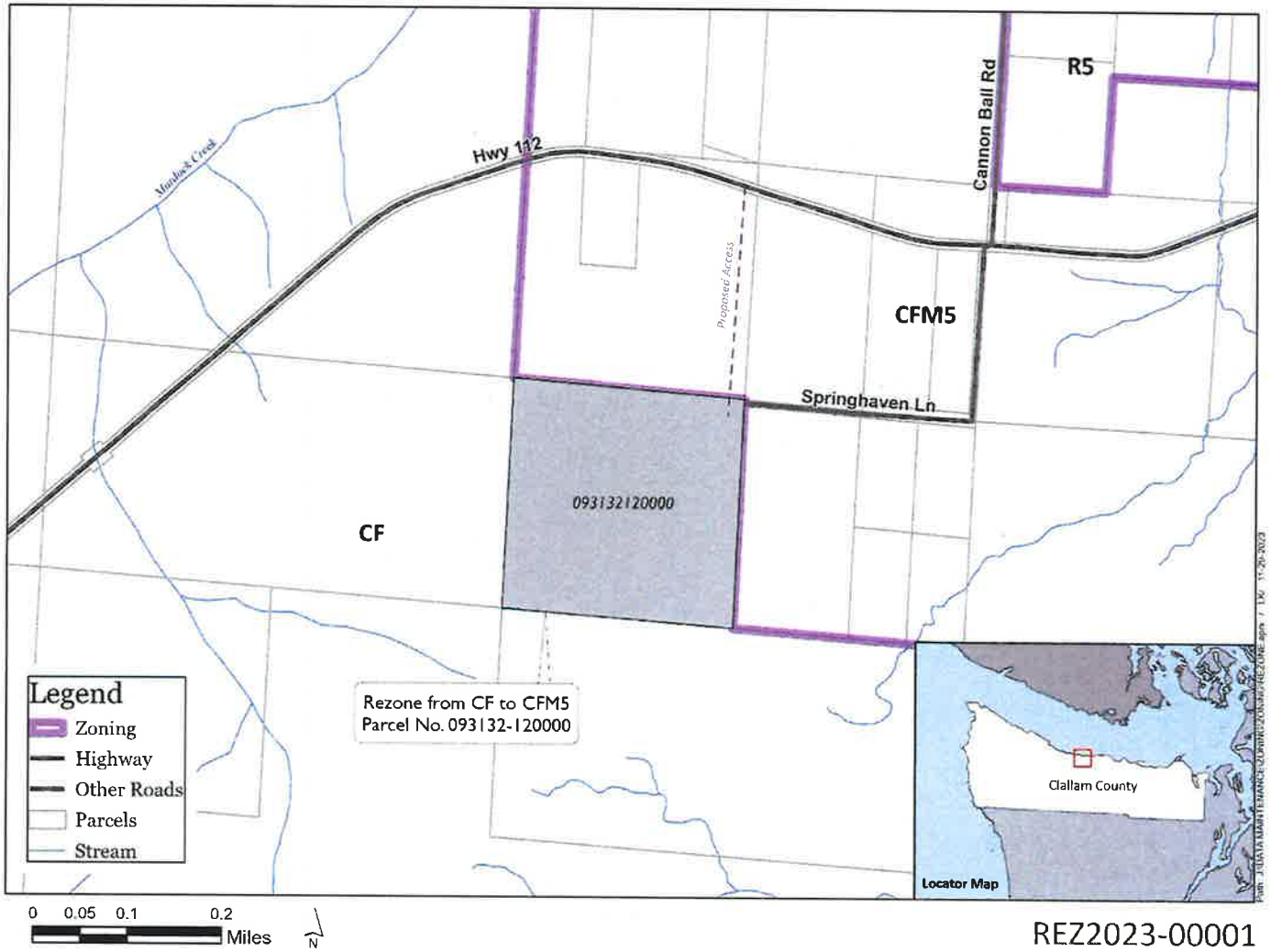
_____
Mike French, Chair

_____
Randy Johnson

_____
Mark Ozias

ATTEST:

_____
Loni Gores, Clerk of the Board



REZ2023-00001

Staff Report

Clallam County Department of Community Development

Date: January 10, 2024

To: Clallam County Planning Commission

From: DCD Planning Division

Re: Rezone and Comprehensive Plan and Zoning Map Amendment Application 2023-00001 – Yakovich

REQUEST

Dennis and Karen Yakovich submitted an application to request a Comprehensive Plan Land Use and Zoning Map amendment for approximately 38.19 acres, referenced as parcel number 093132-120000. The property is located south of Highway 112, west of the Urban Growth Area of Joyce, near Springhaven Lane. The request is:

- Change the designation of the property from Commercial Forest (CF) to Commercial Forest Mixed-5 (CFM5).

APPLICATION SUMMARY

The full application submitted is provided in Appendix A. The rationale in support of the requested rezone is found in the applicant's "Justification". The rationale is reliant on the opportunity of the landowner to be able to develop at the density of the other surrounding private landowners. The property changed ownership from a large timber company to a private landowner in 2007.

BACKGROUND

Ownership

The property is described as "NW NE 32-31-9" in a Statutory Warranty Deed Auditor File Number 2007-1204994 recorded July 12, 2007 transferring the property from Green Crow Timber LLC to Dennis Yakovich (Exhibit). Green Crow Corporation purchased the property from GC Forest Inc in 1997 through a Bargain and Sale Deed, AFN 762642. The property has historically been owned by timber companies, presumably since the designation of the property as the current Commercial Forest zone implemented in 1995.

Existing Land Use/Land Cover

The property is currently forested and undeveloped. The purpose of CF zone is to "*protect large forest land parcels from encroachment of uses which threaten effective forest management practices*" (CCC 33.07.020). The property was part of a survey conducted in 1982 for L. Baker, Vol 8 Pg 10 for the entire 80 acre section. The subject property is currently described as a quarter quarter section and is just shy of 40 acres. The property is enrolled in, and taxed as, Open Space Timberland through the Assessor's Office and is currently forested.

Residential density in the CF zone is one dwelling unit per 80 acres. Development of a single-family residence on the subject property would require approval of a conditional use permit since the property was part of an ownership with more than 640 acres of other Commercial Forest lands on June 27, 1995, CCC 33.07.

Surrounding Land Use/Land Cover
The property abuts State owned timberlands on the southern and western property boundaries. The surrounding privately owned parcels in the near vicinity are all designated Commercial Forest Mixed-5 (CFM5). These parcels are largely forested with development of single-family residences, and vary in size from 5 to 35 acres.

Access
The property is served by a private easement that travels south from Highway 112 to the subject property.

Utilities
Electricity and telephone services would need to be extended to the subject property, but there is existing services to the residences to the north and east of the subject property. The surrounding properties are served by on-site septic systems and are within the service area of Fire District #4.

Critical Areas
There are no critical areas identified on the subject property. The property sits south of Highway 112 and is over 3800 feet from the Strait of Juan de Fuca.

MAP AMENDMENT CRITERIA OF APPROVAL

When considering an application for rezone, the Planning Commission and Board of County Commissioners (BOCC) are required to evaluate the amendment with regard to six criteria contained under CCC 33.35.090 in the Zoning Code, and at CCC 31.08.370 in the Comprehensive Plan. These six criteria, or "Required Showing for an Amendment," provide the scope of consideration that the Planning Commission and BOCC must respond to in order to determine if a rezone should be approved. The following summarizes staff's preliminary analysis with regard to the required showing for amendment.

Criterion 1. The proposed amendment is consistent with the spirit and intent of the Clallam County Comprehensive Plan.

The goals and policies adopted by the Board of County Commissioners in the Clallam County Comprehensive Plan, the various Regional Plans, and the Clallam County Zoning Code provide the framework for land use decisions in Clallam County. Particularly relevant to this request are the goals and policies that were specifically developed to guide the designation of both Commercial Forest (CF) and Commercial Forest Mixed-5 (CFM5), both resource zones in the Clallam County Code. For your convenience, excerpts of any referenced county code sections are attached as Appendix B. For the full text of the County's Code, go to https://clallam.county.codes/CCC

The Comprehensive Plan states that *"It is the task of this plan to provide the policy framework necessary to protect our remaining forest lands from conversion to other uses, through regulations and incentives to landowners,"* at CCC 31.02.130(2), and lists as its very first forest land use goal that *"suitable forest land in the County [be retained] in commercial forest land use, because of general economic benefits to the people of the county derived from forests, including timber production and processing, watershed conservation, recreation, and fish and wildlife*

conservation." CCC 31.02.140(1). Pressure to Forest Lands comes from permanent conversion to uses incompatible with growing trees. Parcels devoted to growing trees have been identified as being economically viable if they remain 20 to 80 acres in size with a residential component necessary to achieve practical use of the property.

Specific criteria is identified for the designation of Commercial Forest Lands and is defined in the Comprehensive Plan as:

> *"land primarily devoted to growing trees for long-term commercial timber production on land that can be economically and practically managed for such production, including Christmas trees subject to the excise tax imposed under RCW 84.33.100 through 84.33.140, and that has long-term commercial significance. In determining whether forest land is primarily devoted to growing trees for long-term commercial timber production on land that can be economically and practically managed for such production, the following factors shall be considered:*
> *(a) The proximity of the land to urban, suburban, and rural settlements;*
> *(b) Surrounding parcel size and the compatibility and intensity of adjacent and nearby land uses;*
> *(c) Long-term local economic conditions that affect the ability to manage for timber production;*
> *(d) The availability of public facilities and services conducive to conversion of forest land to other uses. (CCC 31.02.050 (18))"*

Designation of Commercial Forest (CF) Land. The Comprehensive Plan contains several key policies that guide designation of Commercial Forest land from both a "county-wide" and "regional" standpoint.

The Comprehensive Plan establishes eight criteria for designating Commercial Forest lands under CCC 31.02.140(8). These criteria apply as follows to the subject property:

> ***1. The land is primarily devoted to growing trees (includes clearcuts and plantations).*** The property was zoned Commercial Forest in 1995 when it was owned by a timber company. The property was transferred to Dennis and Karen Yakovich on July 12, 2007 through a Quit Claim Deed. County records indicate that the property continues to be enrolled in, and taxed as, Open Space Timberland.
>
> *2.* ***The "private forest land grade" established in RCW Title 84 is 1 through 4 or the site index for Douglas Fir is greater than 83 feet and for Hemlock is greater than 82 feet (50 year rotation base).*** The soil type found on the subject property is identified as "Sadie gravelly loam, 0 to 35 percent slopes" which has a mean index for Douglas fir estimated at 118 for a 50 year period, well above the minimum standard for commercial forest land of 82-feet.
>
> *3.* ***The land does not have access (hookup rights) to municipal sewers.*** The property does not have access to municipal sewer service. The surrounding residential developments are served by on-site septic systems.
>
> *4.* ***The parcel has a minimum parcel size of 80 acres or 1/8 of a standard section subdivision or contiguous parcels under one ownership can be grouped to total 80 acres or 1/8 of a standard section subdivision.*** The subject property is described as "the Northwest Quarter of the Northeast Quarter in Section 32, Township 31 North, Range 9 West, W.M., Clallam County, Washington" and is indicated in the Assessor's Records are being 38.19 acres. The property was surveyed with the northern 40 acres in

1982 for L. Baker under Volume 8 Page 10, but was separately sold over time from the subject property. The northern portion of the 80 acres was divided in 1986, creating an approximate five acre and 35 acre parcels that are currently developed with single-family residences and zoned CFM5. The subject property has historically been owned by timber companies and was acquired by the current owner in 2007 from Green Crow Timber LLC.

5. ***The parcel does not meet criteria a) through d) above, but are surrounded on at least three sides by lands meeting the definition of Commercial Forest Resource Lands.***
The subject parcel meets three of the four criteria for designation as commercial forest and is only adjacent to State owned Department of Natural Resources land on the south and western property lines. The residential parcels to the north and east are zoned Commercial Forest Mixed-5 (CFM5) and are developed with single-family residences, but retain large forested areas on those residential lots.

6. ***The parcel is not within the city limits of an incorporated city.*** The subject property is not within any city limits.

7. ***Forest lands are usually found in large contiguous blocks of ownership and are not generally surrounded by residential development (densities do not exceed one dwelling per five acres).*** The property is a single privately owned parcel surrounded to the north and east by residential development. When the parcel was owned by Green Crow, a timber company, the commercial forest designation of the 40 acre parcel was understandable. Circumstances changed when the property was sold in 2007 to a private land owner.

8. ***While slope is not a primary criteria for determination of commercial forest, steep slopes in excess of 40% slope should generally be included with commercial forest lands due to their unsuitability for development.*** The subject property is relatively flat and is not unsuitable for development.

The subject property does not appear to meet the full extent of the criteria for designation in the Commercial Forest land, CCC 31.02.140(8), however, at the time of its designation the intended use and ownership appeared to factor into the decision of its designation.

Conversion of Commercial Forest (CF) land. The Comprehensive Plan at CCC 31.02.130(2) states that "*County forest lands are being permanently and irreversibly lost through conversion to other uses such as residential development.*" The first goal listed under CCC 31.02.140(1) is to *"Retain suitable forest land in the County in commercial forest land use, because of general economic benefits to the people of the County derived from forests, including timber production and processing, watershed conservation, recreation, and fish and wildlife conservation.*"

The Countywide Comprehensive Plan Policy CCC 31.02.140(23) states that "*lands designated as Commercial Forest shall remain in this classification* ***unless a strong case can be made that the zoning could be changed without affecting the commercial viability of the surrounding forest land***" [emphasis added]. It goes on to state that zone change applications "**shall** meet **one** of the following criteria:

- *An error was made in application of the criteria establishing the zone; or*
- *The Board of County Commissioners after giving careful consideration to the value of the resource to the community finds that commercial forestry cannot generate a*

reasonable return on investment when compared to other forested properties and that growth could not be directed to other non-forested rural lands in the same vicinity." CCC 31.02.140(23) [emphasis added].

An analysis of how CCC 31.02.140(23) applies to this request follows:

Point One: The first part of Policy CCC 31.02.140(23) indicates Commercial Forest zoning shall not be changed unless it can be shown that a change will not affect the commercial viability of the surrounding forest land. The property is adjacent to residential development to the north and east and State owned commercial forest lands to the south and west. Conversion to the Commercial Forest Mixed-5 zone will allow continued timber production with a residential component to increase its economic viability. The property is currently only 40 acres in size, which the Comprehensive Plan identifies as being economically viable with a residential component, CCC 31.02.130(4).

The Straits Regional Plan recognizes commercial forestry/residential mixed zoning as a tool to manage commercial forestry by smaller land owners, CCC 31.05.300(4). The intent of the zone is to allow some development while maintaining buffers from commercial forest operations and residences. CFM zones allow for the clustering of residences or development on larger parcels at low densities. Under the proposed rezone, the property would be similarly zoned to the properties adjacent to the subject property and will be zoned to allow residential development and the retention of forested property.

Point Two. Removal of land from Commercial Forest designation may occur if it can be shown that an "error" in designation occurred in the application of the criteria for establishing the zone. As discussed above, an initial review of the Comprehensive Plan polices for designating Commercial Forest lands reveals no evidence that the subject property was designated in error. The property met many of the criteria for designation as a Commercial Forest zone and was owned by timber companies until 2007. The property was designated based on the criteria of commercial forest lands as well as the ownership and intended use of the property during the Comprehensive Planning and Zoning Map of 1995.

Point Three. Excluding evidence that an error in designation was made, CCC 31.02.140(23)(b) does allow the Board of County Commissioners to *"find that commercial forestry cannot generate a reasonable return on investment when compared to other forested properties and that growth could not be directed to other non-forested rural lands in the same vicinity."*

The property is described as 1/16th of a section of land and is nearly 40 acres in size. The property was formerly owned by Green Crow Timber until 2007 when it became owned by the applicant. Surrounding properties are a mixture of State managed Commercial Forest lands and residentially developed timbered properties. According to the Comprehensive Plan, CCC 31.02.130 (4), *"long-term commercial timber production can be realized on parcels 80 acres and larger. Owners of land between 20 and 80 acres in size can realize long-term timber production, but would likely require a residential development component in order to achieve economic and practical use of the parcel."* To implement this policy, the Zoning Code at CCC 33.07.020, Commercial Forest, lists "single family dwellings" as an allowed use in Commercial Forest lands *"[o]n lots which were not part of an ownership of more than 640 acres located in the Commercial Forest zoning district, on June 27, 1995,"* and otherwise lists "single family dwellings" as a conditional use. Because the subject property was owned by a large timber company until 2007, construction of a single-family residence would require conditional use approval. Approval of a conditional use permit

would allow standards to be enforced to protect the surrounding commercial forestry lands from intrusion by a non-compatible use.

Under the proposed rezone to CFM5, residential development could be expanded to include up to 7 single family dwellings, plus associated accessory dwelling units. Development of the parcel will be reviewed for protection of the forestry potential and would encourage clustering with a forest reserve. CFM5 is considered a resource zone and the surrounding lots are similarly zoned with the same potential for development on similarly sized lots.

Conclusion: The parcel does not meet all criteria for designation of Commercial Forest Land, but was rightfully designated Commercial Forest Land because of the ownership at the time the zoning was decided. Rezoning of the property would provide the same opportunities for this property as those adjacent with similar characteristics in the near vicinity, and allow for the protection of timber resources by allowing a residential component. The Comprehensive Plan identifies that parcel less than 80 acres should have the ability to add residences to achieve economic and practical use of the parcel.

Criterion 2. The proposed amendment is consistent with the spirit and intent of the Clallam County Zoning Code and with interlocal agreements, transportation, parks and recreation, capital facility, utility, watershed, and other applicable land use and environmental plans and policies adopted by the County.

The spirit and intent of the Clallam County Zoning Code is defined under the purpose statement of CCC 33.01.020. This section identifies a clear link between the Zoning Code and the Comprehensive Plan in that the Zoning Code is to "*direct the future growth and development of the County consistent with the Comprehensive Plan*"; and "*implement the goals and policies of the Comprehensive Plan in a manner which protects private property rights and in the least intrusive manner possible.*"

The stated purpose of the Commercial Forest (CF) zoning district that currently applies to the subject property is to *"protect large forest parcel from encroachment of uses which threaten effective forest management practices."* CCC 33.07.020. The purpose of the Commercial Forest/Residential Mixed Use 5 zone is to "maintain and enhance the forest resources of Clallam County through conservation of productive forest lands and discouragement of incompatible land uses. The Commercial Forest/Residential Mixed Use 5 zone provides for a compatible mix of commercial forest and residential land uses. The Commercial Forest/Residential Mixed Use 5 zone is usually found in association with the Commercial Forest zone and the forest reserves provided for under the cluster development option provide a buffer between Commercial Forest zoning and the housing allowed in the CFM zones and adjacent rural residential zones" CCC 33.07.040. Both zones are intended to protect productive forest lands.

Conclusion: The current zoning designation of CF is meant to *"protect large forest parcel from encroachment of uses which threaten effective forest management practices."* Under the proposed rezone a potential 7 residences could be developed with the designation of a forest reserve, providing a transitional zone between truly productive timber parcels and rural development. The zone is intended to provide a mix of opportunities for parcels that do not meet the specified criteria of Commercial Forest Lands and is consistent with the spirit and intend of the zoning code.

Criterion 3. The proposed amendment will not be detrimental to the public health, safety and welfare.

Development of the subject property, if granted the rezone, would be conditioned to meet all regulations of the subdivision code, environmental health regulations, stormwater requirements, and building regulations which would adequately protect public health, safety and welfare and could provide additional residential opportunities. The subject property does not contain any noted critical areas.

Criterion 4. The proposed amendment is necessary due to changed conditions or circumstances from the time the property was given its present designation which warrants consideration of a different land use [and zoning] designation.

The northern half of the original surveyed 80 acres was designated CFM5 while the subject property was designated CF because it was privately owned at the time of its designation. The subject property does not meet all the criteria of Commercial Forest land, but was owned by a timber company, so was designated CF. Since the time of its original designation as Commercial Forest, conditions on the subject property have changed in that a timber company no longer owns the subject property, but this is the only condition that has changed. Had a timber company not owned the almost 40 acre parcel it is perceived that the property would have been CFM5 similarly to the surrounding properties.

Criterion 5. The proposed amendment will not result in probable significant adverse impact to the adequacy of public facilities and services including, but not limited to transportation, sewer, water, storm water, utilities, and parks required to meet urban or rural needs, and will not place uncompensated burdens upon existing and planned services.

Approval of the rezone would increase the potential of residential development. Approval of any subsequent land use application would be subject to review under applicable land use and environmental health regulations, including the availability and adequacy of public facilities and services.

Criterion 6. The cumulative effects of all proposed amendments have been assessed and determined to be consistent with the spirit and intent of the Clallam County Comprehensive Plan.

In taking action on an application for rezone and Comprehensive Plan amendment, the Board of County Commissioners makes policy decisions that not only directly impact the subject property owners, but directly and indirectly impact other property owners, both in the immediate area and throughout the County. Zoning designations control what uses are allowed or prohibited on a particular piece of property. While an applicant may have a specific use in mind that he or she is able to achieve through a change in zoning, the applicant is nevertheless under no obligation to limit land use activities to that original plan. The applicant would in fact be eligible for any of the land uses listed as Allowed in the underlying zoning district. For this reason, the applicant's stated intent on their application must not be the sole or primary criteria for a zoning change, and an evaluation of a rezone application must consider all possible uses allowed under the proposed zoning district.

Additionally, a decision on a rezone must be evaluated with respect to its application to other similarly situated properties. The original CF designation was not done in error even though it did not meet all of the criteria to be designated a viable commercial forest land, but was likely

designated due to location and ownership of the property by a timber company. Because of these factors, the CF zone was appropriately assigned. Similar properties adjacent to the subject property that were privately owned were designated the Commercial Forest Mixed 5 (CFM5) zoning designation. The property which is now owned by a private individual is being requested to have this same designation as the surrounding properties with similar circumstances. Rezoning the subject parcel from the CF zone to the CFM5 zone would appear to meet point 3 for a rezone and would not reduce the viability of any surrounding commercial forest lands. Redesignation to CFM5 would allow the land owner to continue timber management with a residential component to make the property more economically viable, which is consistent with the spirit and intent of the Comprehensive Plan.

STAFF RECOMMENDATION

Approval of this proposal would provide the land owner the same opportunities of similarly sized properties within the vicinity of the property. The property would likely have been designated CFM5 if privately owned, but was owned and utilized for timber production by a timber company at the time of the zoning designation in 1995. The property alone does not meet all criteria to qualify as a viable Commercial Forest land within Clallam County, and the Comprehensive Plan suggests a residential component to be more economically viable. Designation of CFM5 maintains characteristics of timber lands with a residential component that helps provide a transition area between residentially zoned lands and commercial forest zones.

Based on the above analysis, Planning Division staff believes that Rezone and Comprehensive Plan Map Amendment Application REZ2023-00001 is supported by existing policies and **recommends approval** of the request.

Reference List:

Map 1 Vicinity Map
Map 2 Critical Area Map
Map 3 Aerial Photo

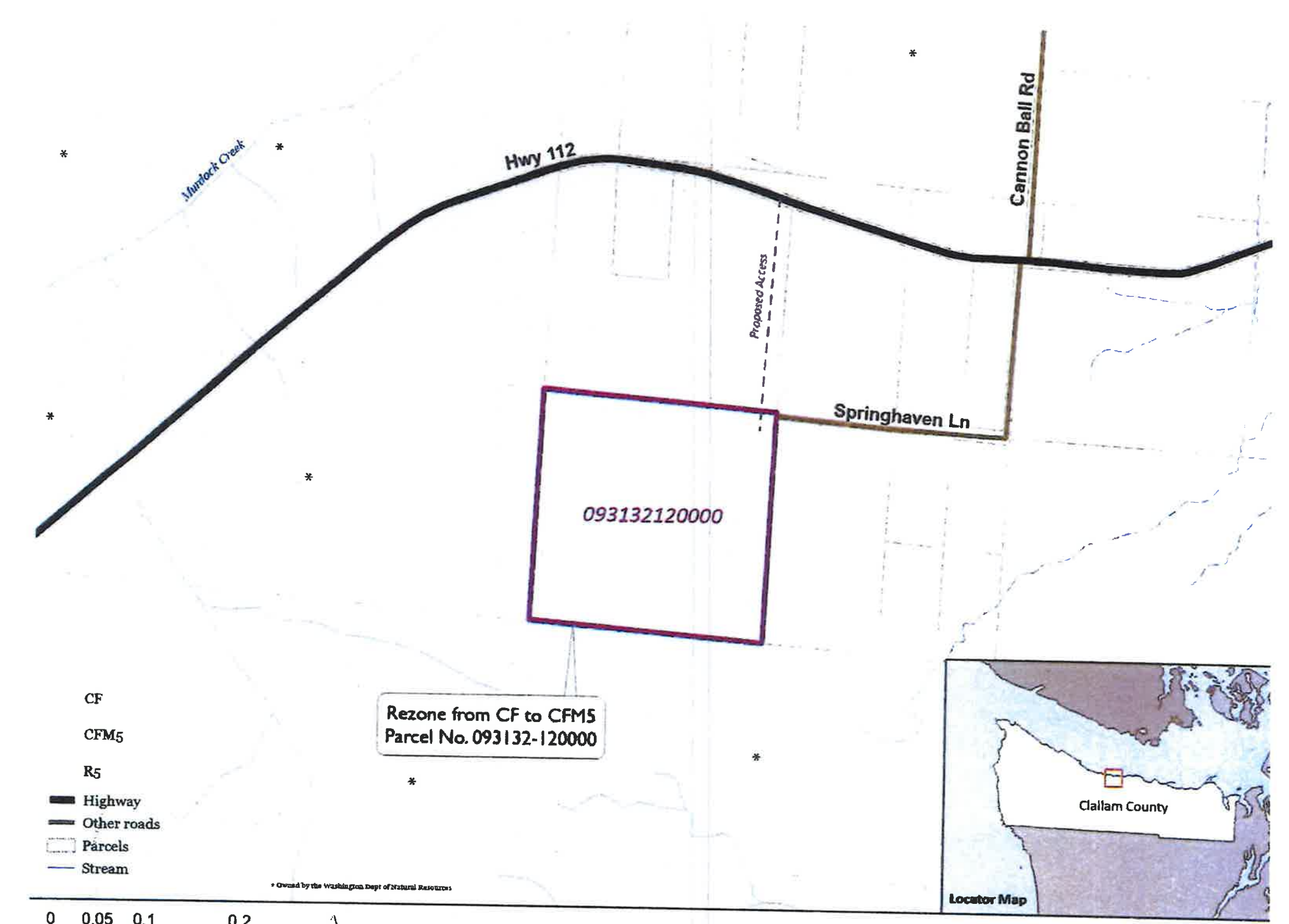
Appendix A: Application and Justification

Exhibit 1 Statutory Warranty Deed AFN2007-1204994
Exhibit 2 Survey Volume 8, Page 10
Exhibit 3 Bargain and Sale Deed GC Forest to Green Crow Corporation Book 1206 Page 581

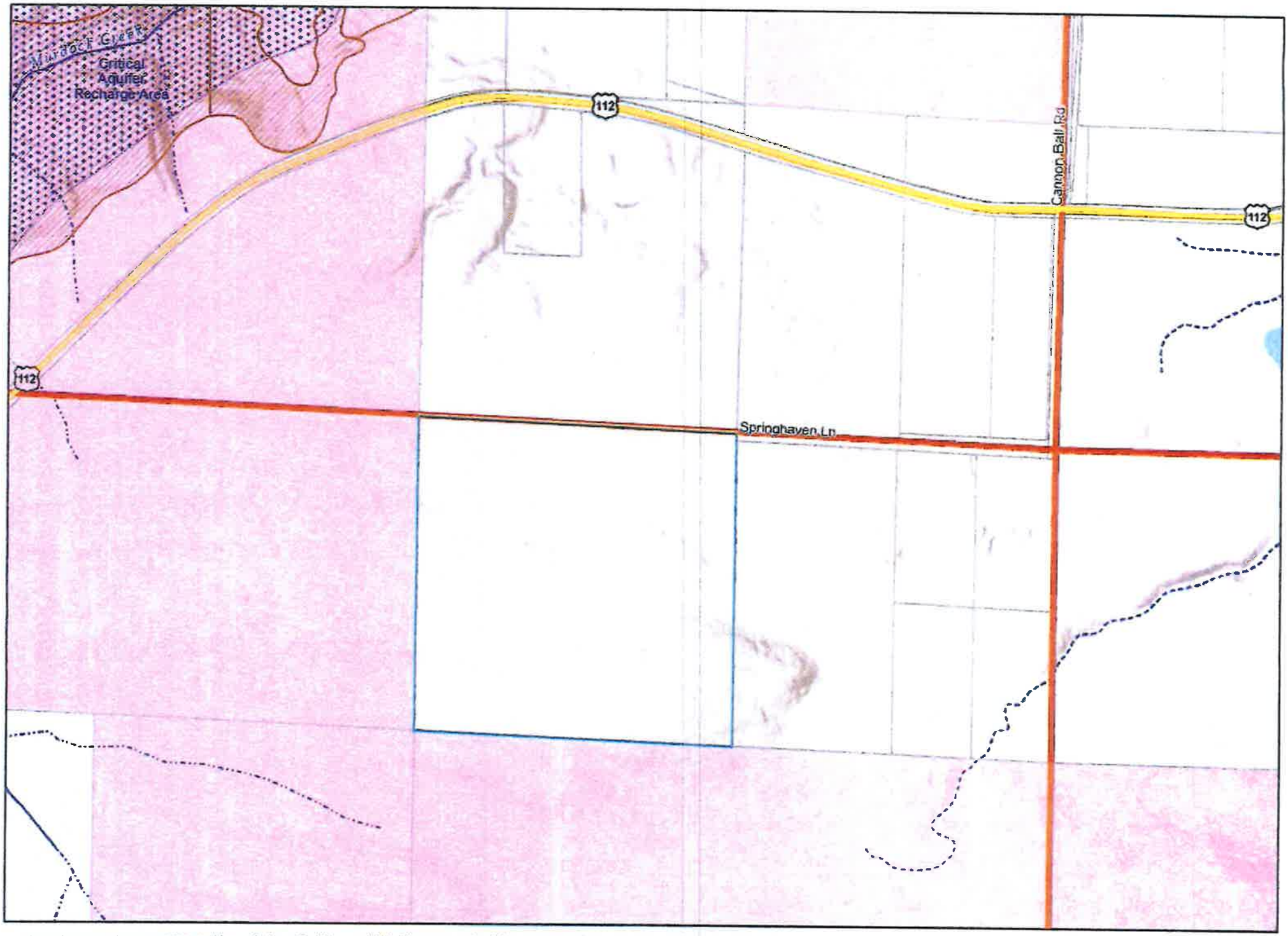
Relevant code citations, found at: https://clallam.county.codes/

Text of Zoning Code
CCC 33.07.020, Commercial Forest (CF)
CCC 33.07.040, Commercial Forest Mixed 5 (CFM5)

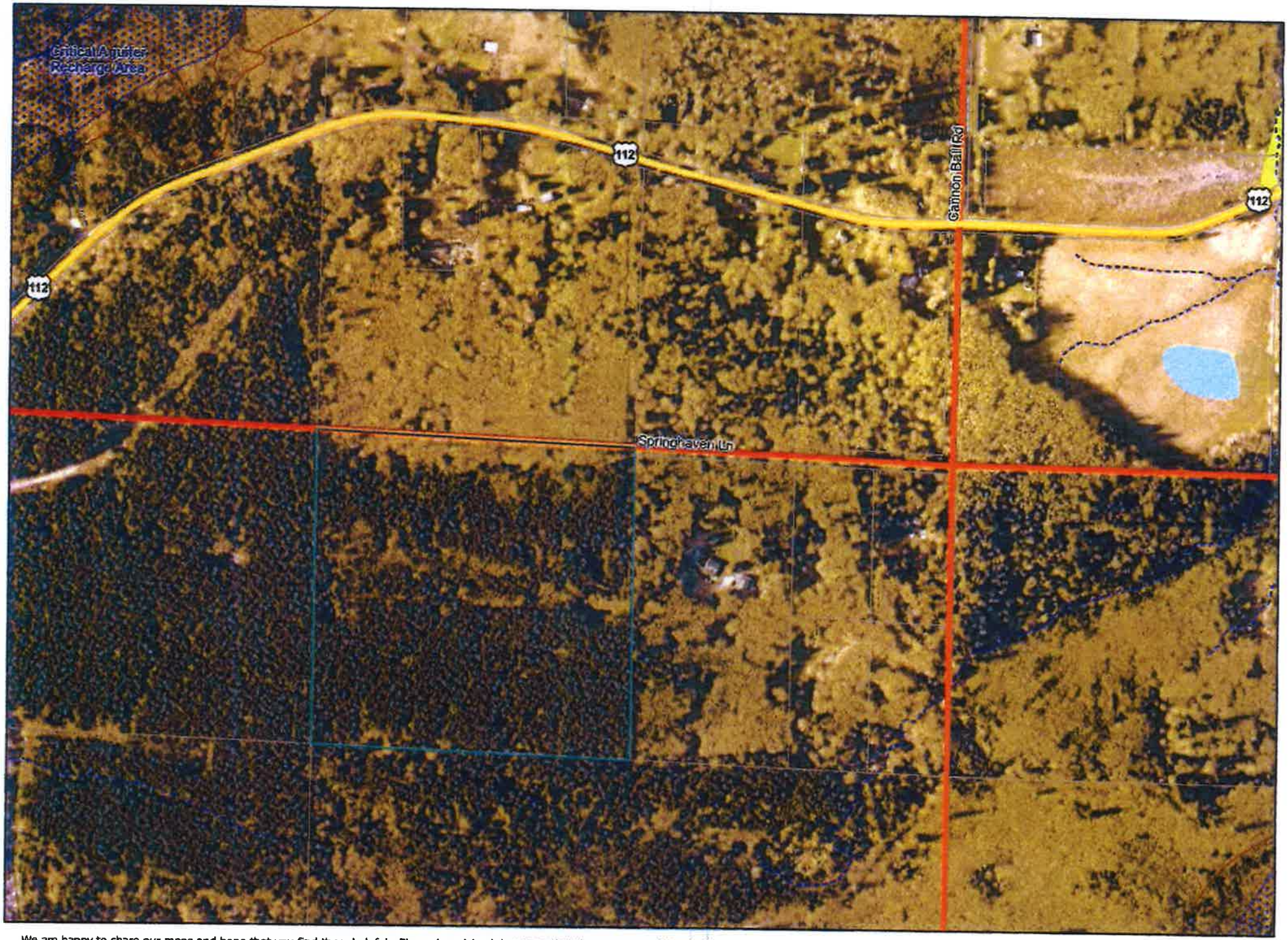
Text of Comprehensive Plan
CCC 31.02.130, Forest land issues
CCC 31.02.140, Forest land goals
CCC 31.02.260, Rural growth.
CCC 31.05.290, Resource element from the Straits planning area.
CCC 31.05.300, Forest land use issues.



REZ2023-00001: Surrounding Zoning



We are happy to share our maps and hope that you find them helpful. Please be advised, however, that these maps are intended to serve as a guide to the general location of features shown. The accuracy of the individual layers varies and layers may not align with one another. Determination of actual regulatory location of features shown on this map typically requires a field examination by qualified staff. Any person or entity that relies on any information contained herein does so at their own risk. Clallam County makes no warranty of the accuracy or usefulness of this data.



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Appendix A: Application

Clallam County
Department of Community Development
223 East 4th Street, Suite 5, Port Angeles, WA 98362
(p) 360-417-2420 ✧ (f) 360-417-2443
email: dcdplan@clallamcountywa.gov

NOTE: ADDITIONAL INFORMATION MAY BE ATTACHED ON SUPPLEMENTAL SHEETS.

PROPERTY OWNER INFORMATION
Name Dennis & Karen Yakovich
Mailing Address P.O. Box 2051
City Port Angeles St. Wa Zip 98362
Phone Number (360) 460-2500 Business Phone Same
Email (optional):

AGENT INFORMATION (If applicable)
Name Steve Wirth
Mailing Address 333 Crescent Bay Lane
City Port Angeles St. WA Zip 98363
Phone Number 360-928-3069 360-808-1254 Contact Person Steve Wirth
Email (Optional): wholerwirth@gmail.com

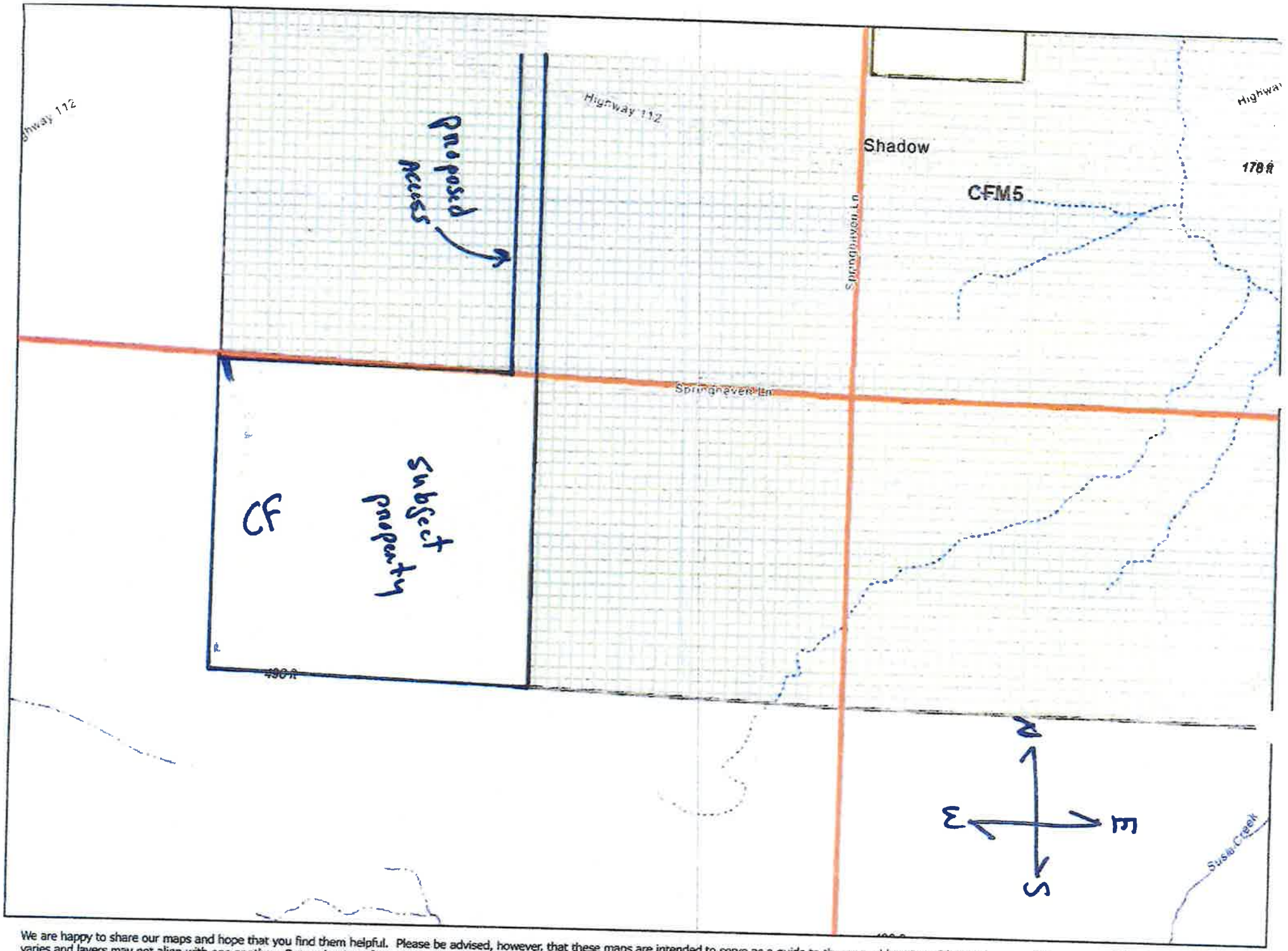
PROJECT INFORMATION
Tax Parcel Number(s) 09-31-32-12-0000
Total Acreage 38.19 acres Current Zoning CF Requested Zoning CFm5
Existing Land Use Timber Proposed Land Use Residential
Location of Critical Areas None
Directions to site Hwy 101 west from us to Hwy 112W, go across Lyre River turn left on Spanishtown, go to the end of road
Compatibility with the existing and allowed uses in the surrounding area Yes - all property along north side is CFm5, all property along east is CFm5 - see attached maps

By making this application, you are hereby granting consent to the Clallam County Director of Community Development and his/her designee to enter and inspect the property, structure(s) or geophysical feature related thereto which is the subject of this application, in order that the County may verify actual physical site issues, as well as compliance with proposed conditions or conditions imposed pursuant to the application.
I certify, under penalty of perjury of the Laws of the State of Washington, that I am the owner or authorized owner of the property that is the subject of this application.

Dennis Yakovich 8/9/2023
Applicant Date

Agent 8/9/2023
Agent Date

REZ___-_____ DATE RECEIVED_____ RECEIPT #_____



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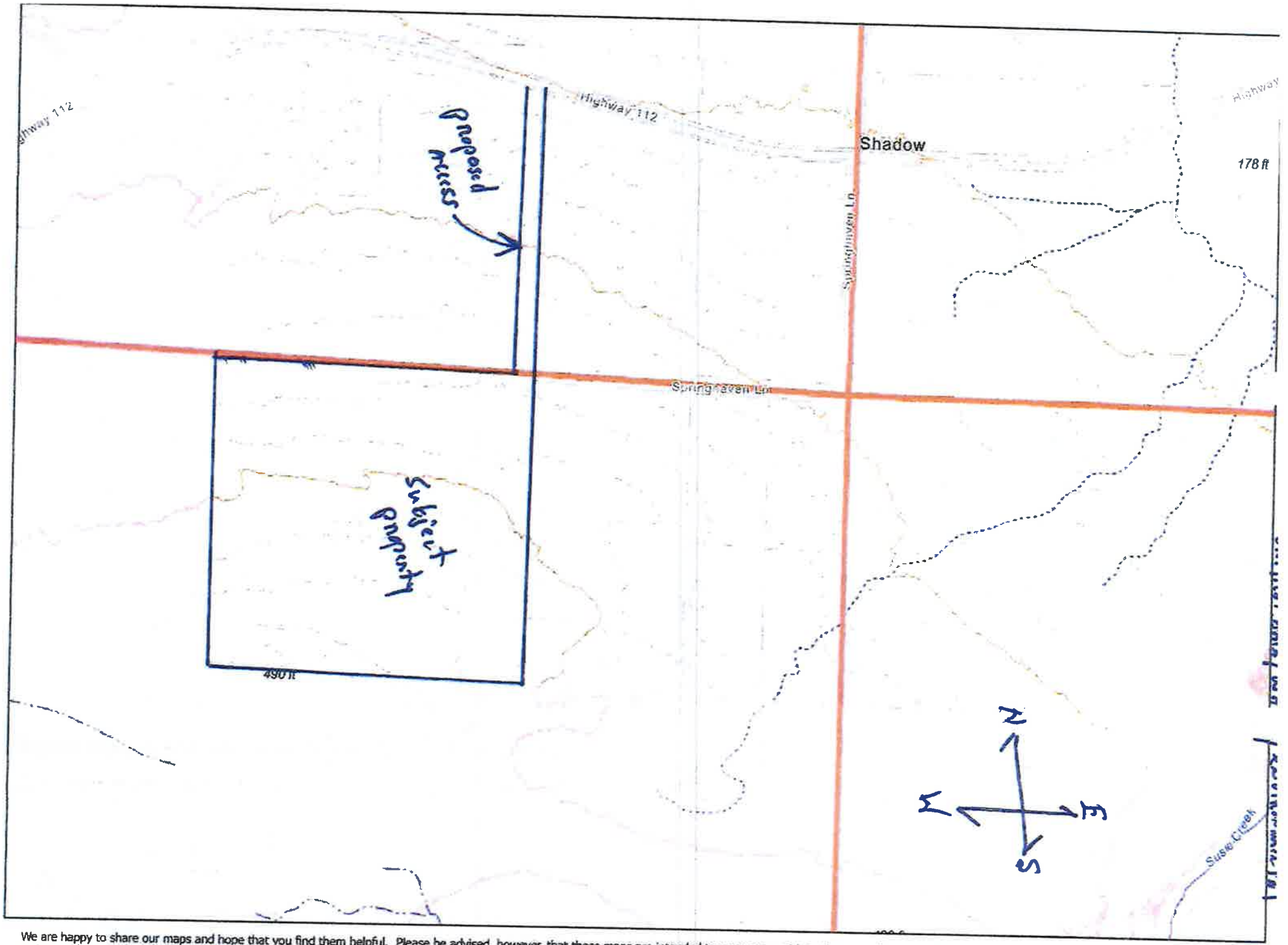

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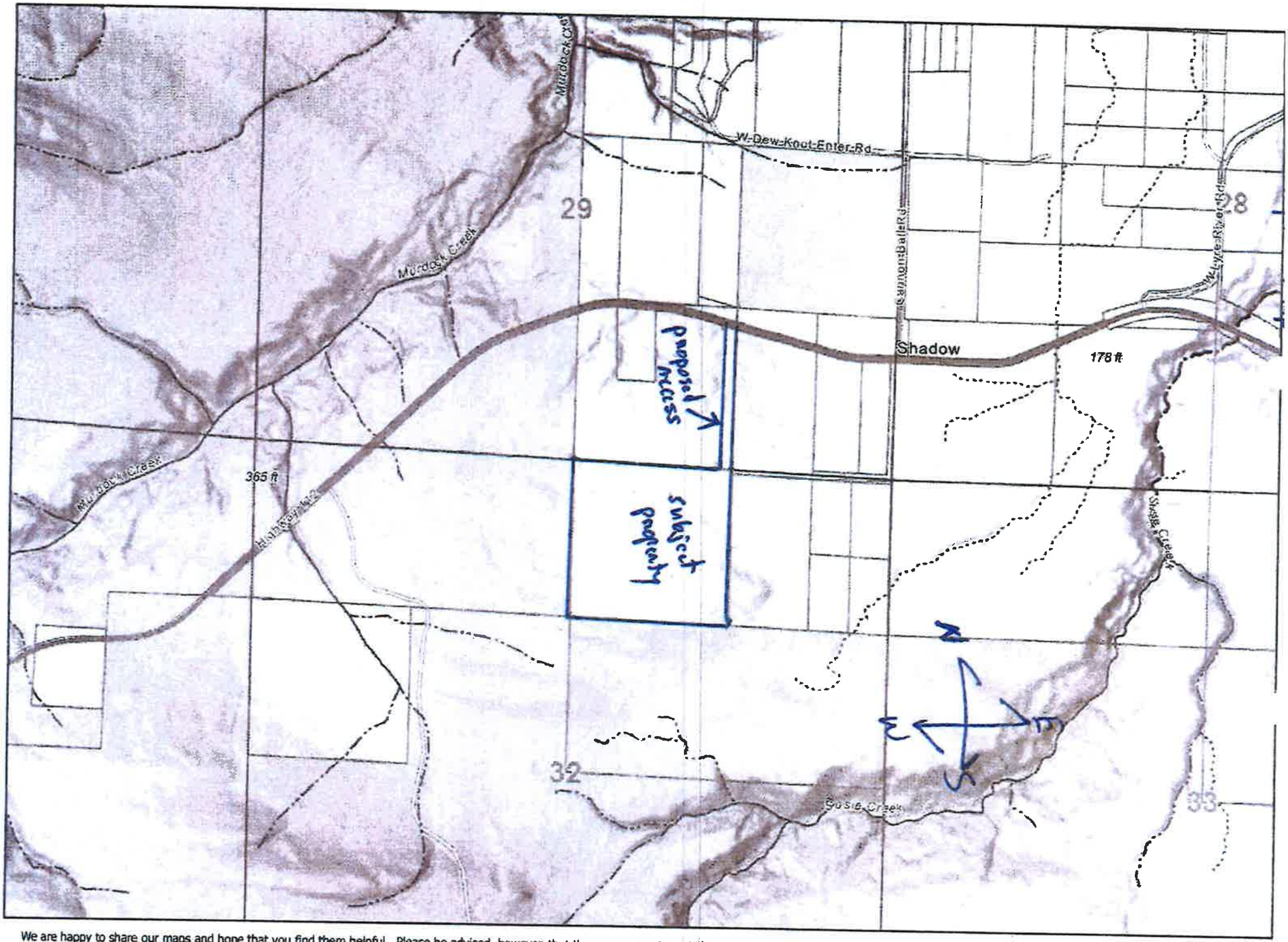

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Justification

Section 33.35.090 Zoning Code

1) Proposed Amendment is consistent with Comprehensive Plan in that the amendment will "provide orderly growth and improvements to unincorporated areas in this development

2) Proposed Amendment consistent with intergovernmental agreements, enhances capital facilities and utilities, does not harm any watershed and the environment, and is identical to neighboring land uses

3) Proposed Amendment will not harm, but rather help the public safety, health, and welfare by providing more residential opportunities which should enhance services to the area

4) Proposed Amendment is necessary to provide equal opportunity to private land owners due to the change in ownership from a large timber company (CP) to a small private landowner (requesting (CFM5)

5) Proposed Amendment will not significantly impact the public except to potentially enhance these facilities & services to help meet outlying and urban needs.

Justification

Section 31.08.370 Comprehensive Plan

1) Proposed Amendment is consistant with the spirit and intent of this title.

2) Proposed Amendment is consistent with the zoning code as provided in "Justification" of Section 33.35.090 zoning. It will provide identical zoning opportu as to neighbouring properties on 2 sides

3) Proposed Amendment will not be detrimental, but rather should enhance public health, safety, welfare, facilitie and services to the area

4) Proposed Amendment is applicable and necessary due to a change in ownership from a large timber company, to a small private owner. Also full filling a need for future residential appartunities.

5) Proposed Amendment will not negetively effect any public needs or services or facilities. It will not burden existing services and perhaps enhance future planned services

6) Proposed Amendment cumulatively are consistent with the spirit and intent of Comprehensive Plan Title.

2

2007-1204994
Page 1 of 2 Warranty Deed
Clallam Title Company
Clallam County Washington 07/12/2007 11:27:06 AM

When recorded return to:

Dennis L. Yakovich
PO Box 2439
Port Angeles, WA 98362

8157
CLALLAM COUNTY
~~TRANSACTION EXCISE TAX~~
DATE PAID JUL 11 2007
~~AMOUNT~~
~~COUNTY TREASURER~~

STATUTORY WARRANTY DEED

Escrow No.: 1928
Title Order No.: 101358-L

THE GRANTOR(S)

Green Crow Timber LLC, a Washington limited liability company

for and in consideration of mere change in identity or form with no consideration in hand paid, conveys, and warrants to

Dennis L. Yakovich

the following described real estate, situated in the County of Clallam, State of :

Abbreviated Legal Descriptions:
Parcel A: Parcel 3 of Survey 48/23
Parcel B: NW NE 32-31-9
Parcel C: Parcel 2 of Survey 10/146

Full Legal Descriptions attached here to as Exhibit A

Tax Parcel Number(s): 053035 310000, 093132 120000, 052904 320020

Dated: JULY 11, 2007

Green Crow Timber LLC

BY: Randy Johnson
Randy Johnson
Its: Managing Member

STATE OF WASHINGTON)
)ss
COUNTY OF CLALLAM)

I certify that I know or have satisfactory evidence that Randy Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he is authorized to execute the instrument and acknowledged it as the Managing Member of Green Crow Timber, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument

Dated: JULY 11, 2007

Randall E Reid
RANDALL E REID
Notary in and for the state of Washington
Residing at PORT ANGELES
My appointment expires: 2/23/10

RANDALL E. REID NOTARY PUBLIC COMMISSION EXPIRES FEB. 23, 2010 STATE OF WASHINGTON

LPB 10-05(ir-l)

Exhibit "A"

Parcel "A"

Parcel 3 of Survey recorded November 15, 2001 in Volume 48 of Surveys, page 23 under Auditor's File No. 2001 1073828, located in the Southwest Quarter of Section 35, Township 30 North, Range 5 West, W.M., Clallam County, Washington;
Except that portion lying West of the center of Siebert Creek conveyed by deed recorded July 14, 2006 under Auditor's File No. 2006 1084050.

Parcel "B"

The Northwest Quarter of the Northeast Quarter in Section 32, Township 31 North, Range 9 West, W.M., Clallam County, Washington.
Together with an easement for ingress, egress and utilities, over and across the East 60 feet of the Southwest Quarter of the Southeast Quarter of Section 29, Township 31 North, Range 9 West, W.M., lying Southerly of State Highway 112, and over and across the
South 30 feet of the Southwest Quarter of the Southeast Quarter of said Section 29.

Parcel "C'

Parcel 2 of Survey recorded July 30, 1985 in Volume 10 of Surveys, page 146, under Auditor's File No. 569024, being a portion of the Northwest Quarter of the Southwest Quarter of Section 4, Township 29 North, Range 5 West, W.M., Clallam County, Washington.

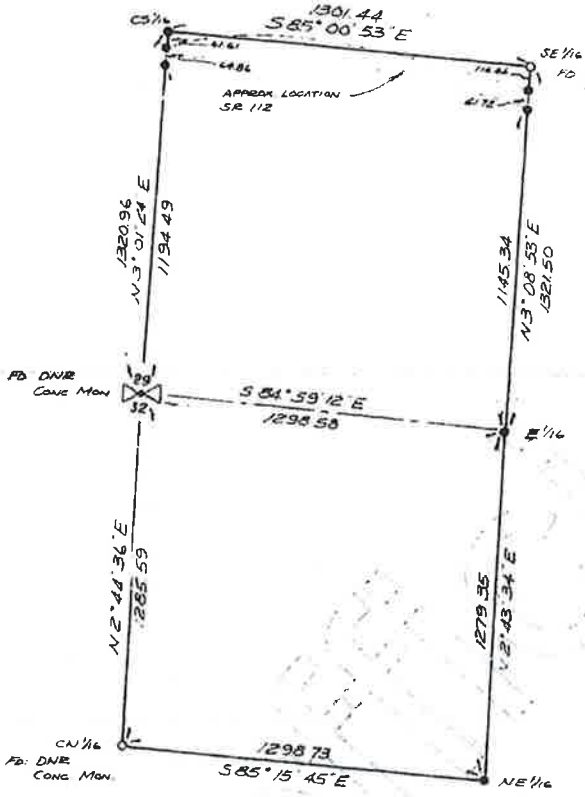
Situate in the County of Clallam, State of Washington.

Unofficial Copy

— REVISED —

RECORD OF SURVEY

SW 1/4 SE 1/4 SECTION 29 & NW 1/4 NE 1/4 SECTION 32
TWP. 31 N., RGE. 9 W., W. M.
CLALLAM CO., WASH.
for
L. BAKER



SCALE 1" = 300

● - DENOTES 5/8" REBAR W/PLASTIC CAP "LS 18104"

NOTE: THIS SURVEY IS TO REVISE THE SURVEY RECORDED IN VOLUME 7, PAGE 79 OF SURVEYS UNDER AUDITOR'S FILE NO. 529798 ON APRIL 15, 1982.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 21ST DAY OF September, 1982 AT 1:45 P.M. IN BOOK 8 OF SURVEYS AT PAGE 10 AT THE REQUEST OF R. H. WINTERS CO.

Deputy Auditor

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF LEWIS BAKER IN SEPTEMBER, 1982.

ROBERT H. WINTERS — STATE OF WASHINGTON — 10 — REGISTERED LAND SURVEYOR

R. H. WINTERS CO.
SURVEYING & MAPPING
439 W. WASH
P O BOX 1042
SEQUIM, WASH.
PH 683-3363

Vol. 8 Page 10

After Recording Return To:
Green Crow Corporation
P.O. Box 2469
805 E. 8th Street
Port Angeles, WA 98362
Attn: Randy Reid

762642

NO. [illegible]
CLALLAM COUNTY - 0 -
TRANSACTION EXCISE TAX
PAID OCT 15 1997
AMOUNT - 0 -
COUNTY TREASURER
BY [illegible]

LandTitle Company

97 OCT 15 PM 3:27
1206 PAGE 580
CLALLAM CO. WASH.
BY [illegible] COUNTY

BARGAIN AND SALE DEED

Grantor(s):

1. G.C. Forest, Inc., a Washington corporation

☐ Additional names on page ___ of document

Grantee(s):

1. Green Crow Corporation, a Washington corporation

☐ Additional names on page ___ of document

Abbreviated Legal Description (lot, block and plat name, or section-township-range): SE 1/4 of NW 1/4 and NW 1/4 of SE 1/4 of Section 23, Township 31N, Range 15W.

☒ Additional legal description is on Exhibit A attached hereto.

Assessor's Property Tax Parcel Account Number(s): 153123-240200, 053027-430010, 0630000-22455, 143129-240000, and 0830031-30100. See additional Assessor's Property Tax Parcel Account Numbers on Exhibit B attached hereto.

Reference Numbers of Related Documents (if applicable):

☐ Reference numbers of related documents on page _____ of document

Land Title Company is not responsible for the accuracy or validity of the information contained in this document.

21927\19\00143.cov/10.15.97

BOOK 1206 PAGE 580

Unofficial Copy

WHEN RECORDED, RETURN TO:
Green Crow Corporation
PO Box 2469
805 E. 8th Street
Port Angeles, WA 98362
Attn: Randy Reid

BARGAIN AND SALE DEED
Clallam County

Mayr, Wenzel, PA Realty, Palmquist, L. Sands, Phillips, Ray Green, Arbelter, Tate, Barnes, Ridgeway, Powell, Little River Ridge, Pancratz, Hill, Volkersz, Mayr, Little River Road, Gasmon Road, Paulsen, Strehlow, Corning, Burrowes, Murray, Blynn, Wilbert, Krusch

The Grantor, G.C. Forest, Inc., a Washington corporation, for and in consideration of a merger of Grantee into Grantor and of other good and valuable consideration in hand paid, bargains, sells and conveys to Green Crow Corporation, a Washington corporation, the Grantee, the real estate, situated in the County of Clallam, State of Washington described on Exhibit A attached hereto and made a part hereof, subject to all matters of record, all leases affecting the property and the rights of tenants under those leases and all encroachments and matters of location, boundary and area that an accurate survey may disclose.

Dated this 1st day of November, 1996.

GRANTOR: G.C. Forest, Inc., a Washington corporation

By _____
Randall S. Johnson
Its President

21973\190007.PRM/10.17.96
Seattle

BOOK 1206 PAGE 581

Unofficial Copy

LETTER OF TRANSMITTAL

To: Clallam County Board of Commissioners

From: Clallam County Planning Commission

Subject: Transmittal to BOCC: Findings and Conclusions regarding proposed Comprehensive Plan and Zoning Map Application REZ2023-00002, Fire District #3

Dear Commissioners:

The Clallam County Planning Commission has completed its review and public hearing on the proposed Type C Application to amend the Clallam County Comprehensive Plan and Zoning Map and recommends approval of the proposal. The Planning Commission completed its review and approved its final recommendations to forward to the BOCC at its meeting of February 7, 2024. As Chairman of the Clallam County Planning Commission, having first received the authorization of the Commission, I am transmitting herewith the findings and recommendations of the Commission on this Comprehensive Plan and Zoning Map Amendment Application:

FINDINGS OF FACT:

1. The Planning Commission held a public hearing February 7, 2024, on Comprehensive Plan and Zoning Map Amendment Application No. REZ2023-00002, submitted by Fire District #3, to amend the Clallam County Zoning Code, Title 33 CCC, to change parcel 053014-240050 from the current Public (P) designation to Rural Character Conservation-3 (RCC3).

2. The property is an undeveloped 5.19 acres located north of Sieberts Creek, and was designated Public (P) in 2012 when the Fire District purchased the property with the intent of building a Fire Station. The Fire District has changed their plans and intends to sell the property.

3. The required showing for comprehensive plan and zoning map amendments must demonstrate consistency with all of the criteria contained at CCC 33.35.090 in the Zoning Code, and at CCC 31.08.370 in the Comprehensive Plan.

4. The County Comprehensive Plan establishes goals and policies associated with Public Facilities and Rural lands within the Port Angeles Regional Planning Area 31.04, Public Utilities, Facilities, and Services 31.02.285, Rural land-Inventory and analysis 31.04.220, Rural and resource land use designations, purpose and designation criteria 31.04.225, Rural land-Policies 31.04.230, Fairview neighborhood 31.04.400. Rural lands are defined by what they are not, and the subject property is not designated for urban growth, it has not been designated by its resources, and it does not meet the criteria as a public facility once the Fire District sells the property.

5. The Zoning Code is to "direct the future growth and development of the County consistent with the Comprehensive Plan"; and "implement the goals and policies of the Comprehensive Plan in a manner which protects private property rights and is the least intrusive manner possible."

6. Rezones must be evaluated with respect to its application to other similarly situated properties. The subject property is surrounded by rural residential lots ranging in size from 3 acres to 23 acres that are zoned RCC3.

7. Any further division and development of the property under the resulting NC designation would be conditioned on the proposed project meeting all application regulations, including the County's Critical Areas code, Subdivisions Code, and Environmental Health Regulations, which should adequately protect most aspects of the public health, safety and welfare.

8. The property is currently undeveloped and the Fire District is intending to sell the property, providing a reason to change the zoning for the Public (P) zone and would be consistent with the spirit and intent of the Comprehensive Plan.

Because of the above-described facts and findings, and attachments hereto, the Commission adopts and transmits the following conclusion to the Clallam County Board of Commissioners.

CONCLUSION: The required showing for map amendments to the comprehensive plan and zoning land use and zoning map designations meets all of the criteria contained at CCC 33.35.090 in the Zoning Code, and at CCC 31.08.370 in the Comprehensive Plan.

Now therefore in light of the above Findings of Fact, the Clallam County Planning Commission concludes that the proposed revisions to the Clallam County Comprehensive Plan and associated development and zoning regulations, and mapping changes, recommended for denial to the BOCC and as Chair of the Commission, has directed me as its duly authorized agent to transmit this recommendation to the BOCC on the above-inscribed date.

Steve Gale, Chair for C.C.P.C. 2/20/2024

Steve Gale, Chair Date

Ordinance _____

An ordinance amending Title 31, Comprehensive Plan Map, and Title 33, Zoning Map, of the Clallam County Code (Application REZ 2023-00002)

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 1. Section.010, Property.

Title 31, Comprehensive Plan Map, and Title 33, Zoning Map of the Clallam County Code is hereby amended by changing the property referenced by Assessor's Tax Parcel Number 053014240050, from Public (P) to Rural Character Conservation-3 (RCC3). The subject 5.19 acre parcel is shown on the map prepared by the Clallam County Department of Community Development that is attached to this Ordinance as Exhibit A.

Section 2. Section.020, Applicability.

The Board has determined that this amendment is in the best interest of the public health, safety, and welfare.

Section 3. Section.030. Effective Date.

This ordinance shall become effective on the date upon which the Board of County Commissioners takes legislative action to comply with the requirements of RCW 36.70A.130 for annual updates, or on December 31, 2024, whichever date comes first.

ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mike French, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, Clerk of the Board

_____
Mark Ozias

Exhibit A

Amending Title 31, Comprehensive Plan Map, and Title 33, Zoning Map of the Clallam County Code (Application No. REZ2023-00002)

Pursuant to Ordinance _____, the property described below and shown on this map is hereby re-designated from Public (P) to Rural Character Conservation 3 (RCC3). The property is described as 5.19 acres, located north of Highway 101, north of Sieberts Creek Road between Port Angeles and Sequim (APN 053014240050).

ADOPTED this _____ day of _____2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

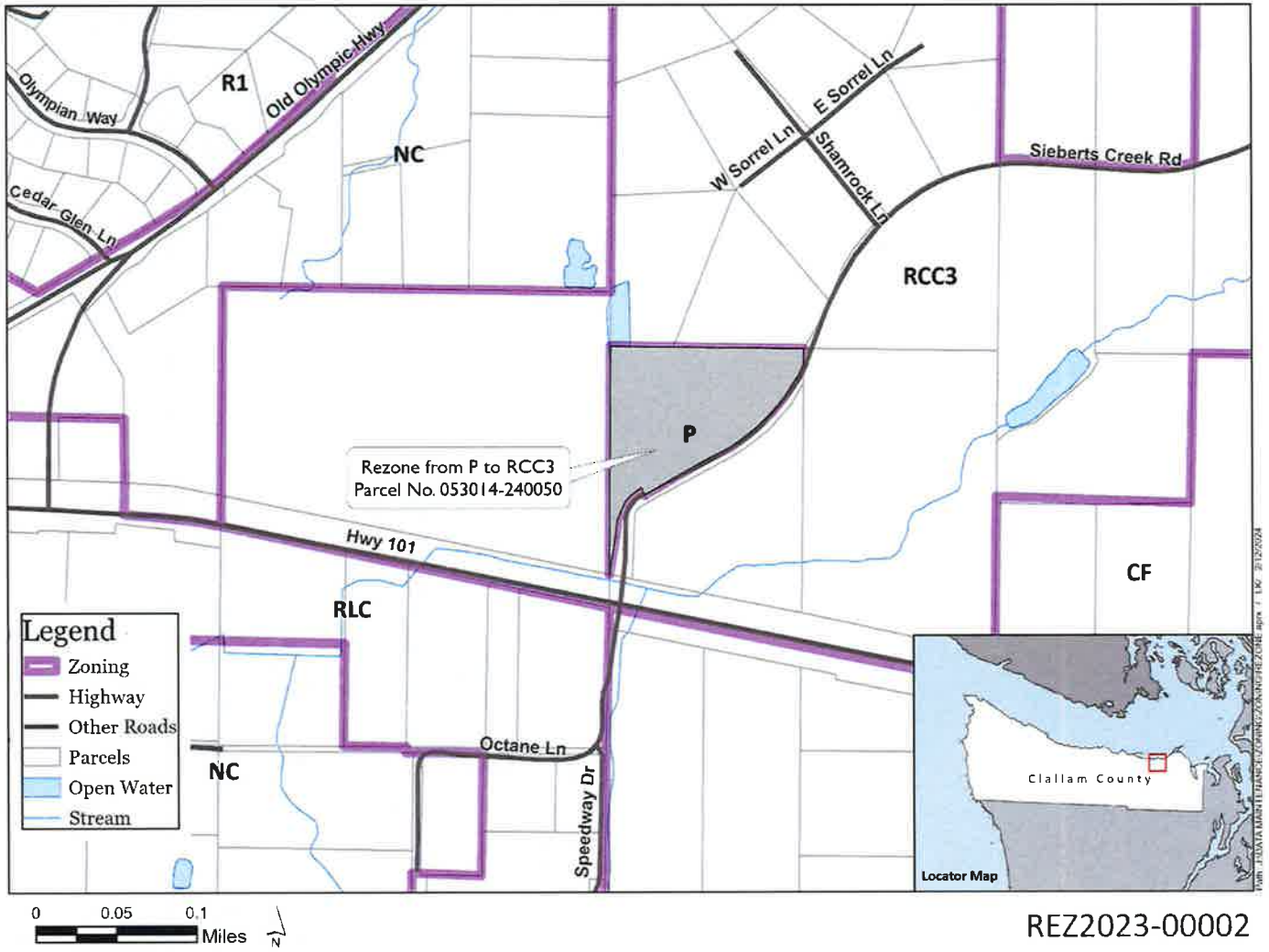
_____
Mike French, Chair

_____
Randy Johnson

_____
Mark Ozias

ATTEST:

_____
Loni Gores, Clerk of the Board



REZ2023-00002

Staff Report

Clallam County Department of Community Development

Date: January 10, 2024

To: Clallam County Planning Commission

From: DCD Planning Division

Re: Rezone and Comprehensive Plan and Zoning Map Amendment Application 2023-00002 – Clallam County Fire District #3

REQUEST

Dan Orr on behalf of Fire District #3 submitted an application to request a Comprehensive Plan Land Use and Zoning Map amendment for approximately 5.19 acre property, referenced as parcel number 053014-240050. The subject property is located north of Highway 101, north of Sieberts Creek Road, between Port Angeles and Sequim, being within Section 14, Township 30 N, Range 5 W, W.M., Clallam County, WA. The request is:

- Change the designation of the property from Public (P) to Rural Character Conservation-3 (RCC3).

APPLICATION SUMMARY

The full application submitted is provided in Appendix A. The property was rezoned P in 2012 when the Fire District purchased the property with the intent to replace the existing R-Corner Fire Station with a new fire station to be constructed on this property. Plans for a new fire station have changed and the Fire District intends to sell the property.

BACKGROUND

Ownership

The property is described as a portion of the "W2 SE4 NW4 14-30-5" in a Statutory Warranty Deed Auditor File Number 2011-1270427 recorded September 23, 2011 transferring the property from Mark and Terralyn Dokken to Clallam County Fire Protection District 3 (Exhibit).

Existing Land Use/Land Cover

The property is currently zoned Public (P) because of the ownership of the property by the Fire District. The property is mostly cleared of trees and undeveloped. The purpose of the Public zone is to "identify properties used for the public purposes such as public buildings, schools, cemeteries, parks, playgrounds, and recreational areas" (CCC 33.07.050). The property was intended to be developed with a new fire station, but the property was never developed.

Surrounding Land Use/Land Cover

The area is a mix of rural residential lots ranging in size from 3 acres to 23 acres. A pre-existing non-conforming RV park sits directly to the south of the subject property and to the west is a

County owned mitigation site. The property is completely surrounded by Rural Character Conservation-3 (RCC3) zoned properties.

Access
The property fronts Sieberts Creek along the southern property boundary, a County road. An existing road approach is permitted off Sieberts Creek Road for the subject property.

Utilities
Electricity, water, and telephone services would need to be extended to the subject property for development, and an on-site septic developed for residential development. There are existing services to the surrounding residences and RV park, so it is believed that future development is possible.

Critical Areas
The County Critical Area Map indicates that the property contains a wetland in the northwest corner of the property. A previously submitted wetland delineation indicates that the wetlands are all Class 3 wetlands. Future development of the site will require buffer from the wetlands in accordance with CCC 27.12.215.

MAP AMENDMENT CRITERIA OF APPROVAL

When considering an application for rezone, the Planning Commission and Board of County Commissioners (BOCC) are required to evaluate the amendment with regard to six criteria contained under CCC 33.35.090 in the Zoning Code, and at CCC 31.08.370 in the Comprehensive Plan. These six criteria, or "Required Showing for an Amendment," provide the scope of consideration that the Planning Commission and BOCC must respond to in order to determine if a rezone should be approved. The following summarizes staff's preliminary analysis with regard to the required showing for amendment.

Criterion 1. The proposed amendment is consistent with the spirit and intent of the Clallam County Comprehensive Plan.

The goals and policies adopted by the Board of County Commissioners in the Clallam County Comprehensive Plan, the various Regional Plans, and the Clallam County Zoning Code provide the framework for land use decisions in Clallam County. Particularly relevant to this request are the goals and policies that were specifically developed to guide the designation of both Public (P) and Rural Character Conservation 3 (RCC3). For your convenience, excerpts of any referenced county code sections are attached as Appendix B. For the full text of the County's Code, go to https://clallam.county.codes

The Comprehensive Plan provides policies to guide the designation of urban, rural, and resource lands. The request is to revert the property back from the current P zone to the RCC3 zone that was changed in 2012 following the purchase of the property by the Fire District for purposes of an essential public facility. The Fire District has changed their plans to develop the subject property and intends to sell. Designation as a publicly owned parcel is no longer needed since the Fire District does not intend to develop the proeprty. The Comprehensive Plan identifies the scenic patchwork of large open field and woodlots interspersed with rural homesteads, CCC 31.02.260, which this property would provide.

Conclusion: The designation of the subject property back to its original zoning of RCC3 meets the intent of the Comprehensive Plan.

Criterion 2. The proposed amendment is consistent with the spirit and intent of the Clallam County Zoning Code and with interlocal agreements, transportation, parks and recreation, capital facility, utility, watershed, and other applicable land use and environmental plans and policies adopted by the County.

The spirit and intent of the Clallam County Zoning Code is defined under the purpose statement of CCC 33.01.020. This section identifies a clear link between the Zoning Code and the Comprehensive Plan in that the Zoning Code is to "*direct the future growth and development of the County consistent with the Comprehensive Plan*"; and "*implement the goals and policies of the Comprehensive Plan in a manner which protects private property rights and in the least intrusive manner possible.*"

The current Public zone was designated on the property in 2012 upon request by the Fire District for the purpose of constructing a fire station. The property was previously designated as RCC3. The stated purpose of the Rural Character Conservation 3 (RCC3) zone is "to conserve and enhance the rural character of Clallam County by providing for the retention of large rural lot sizes allowing productive woodlots, pasture lands and other rural uses typically requiring more than five (5) acres. The RCC3 zone preserves open land, sensitive natural areas, and rural community character that would be lost under conventional development while allowing developers to reduce road and utility costs," CCC 33.10.060. Designation back to what the property was zoned prior to the Fire District ownership would provide an opportunity for residential development in an area surrounded by residences.

Conclusion: Designation of the subject property back to its original zoning prior to the ownership by the Fire District will be consistent with the spirit and intent of the Zoning code and all other policies adopted by the County. Upon development the proposal will be reviewed for consistency of all current County regulations and standards.

Criterion 3. The proposed amendment will not be detrimental to the public health, safety and welfare.

Development of the subject property, if granted the rezone, would be conditioned to meet all regulations of the subdivision code, environmental health regulations, stormwater requirements, and building regulations which would adequately protect public health, safety and welfare and could provide additional residential opportunities. The property contains a delineated wetland that will be protected through the Critical Areas Ordinance.

Criterion 4. The proposed amendment is necessary due to changed conditions or circumstances from the time the property was given its present designation which warrants consideration of a different land use [and zoning] designation.

The changed plans of the Fire District wanting to sell the property has changed the circumstances surrounding the Public designation of the property. Privately owned property should not be zoned Public and should therefore be rezoned to the previous RCC3 designation before it is sold.

Criterion 5. The proposed amendment will not result in probable significant adverse impact to the adequacy of public facilities and services including, but not limited to transportation, sewer, water, storm water, utilities, and parks

required to meet urban or rural needs, and will not place uncompensated burdens upon existing and planned services.

Approval of the rezone would increase the potential for residential development. Approval of any subsequent land use application would be subject to review under applicable land use and environmental health regulations, including the availability and adequacy of public facilities and services. The property is surrounded by other developed parcels which indicates septic systems, electric, and water are readily available.

Criterion 6. The cumulative effects of all proposed amendments have been assessed and determined to be consistent with the spirit and intent of the Clallam County Comprehensive Plan.

In taking action on an application for rezone and Comprehensive Plan amendment, the Board of County Commissioners makes policy decisions that not only directly impact the subject property owners, but directly and indirectly impact other property owners, both in the immediate area and throughout the County. Zoning designations control what uses are allowed or prohibited on a particular piece of property. While an applicant may have a specific use in mind that he or she is able to achieve through a change in zoning, the applicant is nevertheless under no obligation to limit land use activities to that original plan. The applicant would in fact be eligible for any of the land uses listed as Allowed in the underlying zoning district. For this reason, the applicant's stated intent on their application must not be the sole or primary criteria for a zoning change, and an evaluation of a rezone application must consider all possible uses allowed under the proposed zoning district.

Zoning designations control what uses are allowed or prohibited on a particular piece of property. Reverting the property back to the original zoning prior to the ownership of a public agency is the appropriate action. The cumulative effects of the proposed amendment is consistent with the intention of the Comprehensive Plan since the amendment will revert the property back to the original zone of RCC3.

STAFF RECOMMENDATION

The Planning Commission must evaluate the amendment with regard to six criteria contained at CCC 33.35.090 in the Zoning Code, and at CCC 31.08.370 in the Comprehensive Plan. Based on the above analysis, Planning Division staff believes that Rezone and Comprehensive Plan Map Amendment Application REZ2023-00002 is supported by existing policies and **recommends approval** of the request.

The applicant is requesting to revert the zoning back to the original RCC3 designation of the property prior to the ownership of the Fire District. Since the plans of the Fire District have changed they no longer wish to own the property, therefore rendering the Public zoning designation inappropriate. Private land owner should not own Public zoned property and the matching the surrounding properties designation of RCC3 is appropriate.

Reference List:

Map 1 Vicinity Map
Map 2 Critical Area Map
Map 3 Aerial Photo

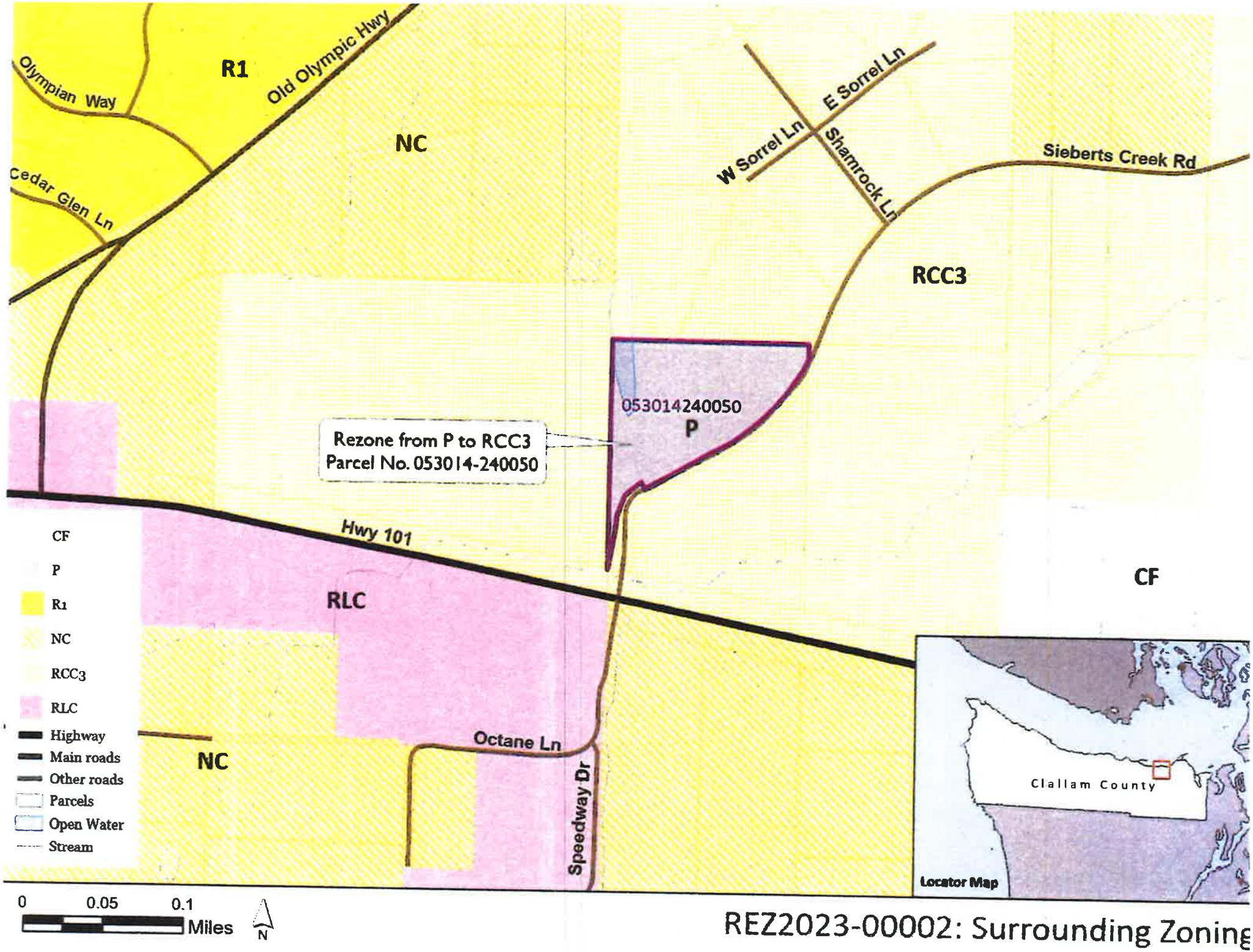
Appendix A: Application and Justification

Exhibit 1 Statutory Warranty Deed AFN2011-1270427

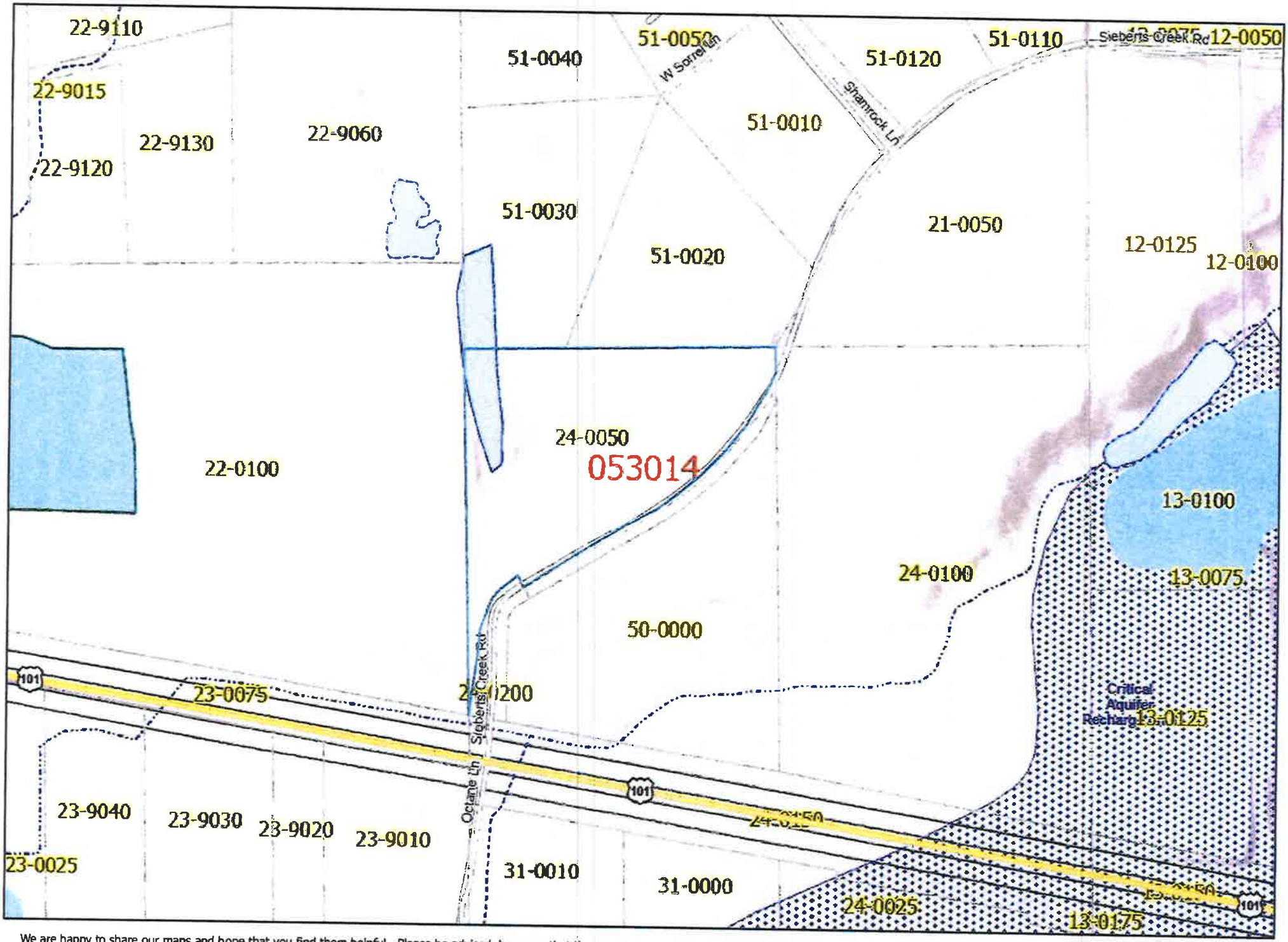
Relevant code citations, found at: https://clallam.county.codes/

Text of Zoning Code
CCC 33.10.060 Rural Character Conservation 3 (RCC3)
CCC 33.07.050 Public

Text of Comprehensive Plan
CCC 31.02.130, Forest land issues
CCC 31.02.140, Forest land goals
CCC 31.02.260, Rural growth.
CCC 31.05.290, Resource element from the Straits planning area.
CCC 31.05.300, Forest land use issues.



REZ2023-00002: Surrounding Zoning



We are happy to share our maps and hope that you find them helpful. Please be advised, however, that these maps are intended to serve as a guide to the general location of features shown. The accuracy of the individual layers varies and layers may not align with one another. Determination of actual regulatory location of features shown on this map typically requires a field examination by qualified staff. Any person or entity that relies on any information contained herein does so at their own risk. Clallam County makes no warranty of the accuracy or usefulness of this data.

We are happy to share our maps and hope that you find them helpful. Please be advised, however, that these maps are intended to serve as a guide to the general location of features shown. The accuracy of the individual layers varies and layers may not align with one another. Determination of actual regulatory location of features shown on this map typically requires a field examination by qualified staff. Any person or entity that relies on any information contained herein does so at their own risk. Clallam County makes no warranty of the accuracy or usefulness of this data.

Appendix A: Application

Clallam County
Department of Community Development
223 East 4th Street, Suite 5, Port Angeles, WA 98362
(p) 360-417-2420 ✧ (f) 360-417-2443
email: dcdplan@clallamcountywa.gov

NOTE: ADDITIONAL INFORMATION MAY BE ATTACHED ON SUPPLEMENTAL SHEETS.

PROPERTY OWNER INFORMATION
Name Clallam County Fire District 3
Mailing Address 323. N. Fifth Ave.
City Sequim St. WA. Zip 98382
Phone Number (360) 582-2044 Business Phone Same.
Email (optional): dorr@ccfd3.org

AGENT INFORMATION (If applicable)
Name Dan ORR
Mailing Address 323. N. Fifth Ave
City Sequim St. WA. Zip 98382
Phone Number (360) 582-2044 Contact Person DAN ORR
Email (Optional): dorr@ccfd3.org

PROJECT INFORMATION
Tax Parcel Number(s) #053014240050

Total Acreage 5.19 Acres Current Zoning Public Requested Zoning RCC3
Existing Land Use Public - Fire House Proposed Land Use Rural Character Conservation 3 Zoning.
Location of Critical Areas
Directions to site Heading West on 101 take the Siebert Creek Rd Exit.
Property is on the North side of Siebert Creek as you exit.
Compatibility with the existing and allowed uses in the surrounding area All of the properties that boarder said property are zoned RCC3.

By making this application, you are hereby granting consent to the Clallam County Director of Community Development and his/her designee to enter and inspect the property, structure(s) or geophysical feature related thereto which is the subject of this application, in order that the County may verify actual physical site issues, as well as compliance with proposed conditions or conditions imposed pursuant to the application.
I certify, under penalty of perjury of the Laws of the State of Washington, that I am the owner or authorized owner of the property that is the subject of this application.

Applicant 9/5/2023 **Date** **Agent** 9/5/2023 **Date**

REZ___-_____ DATE RECEIVED_____ RECEIPT #_____

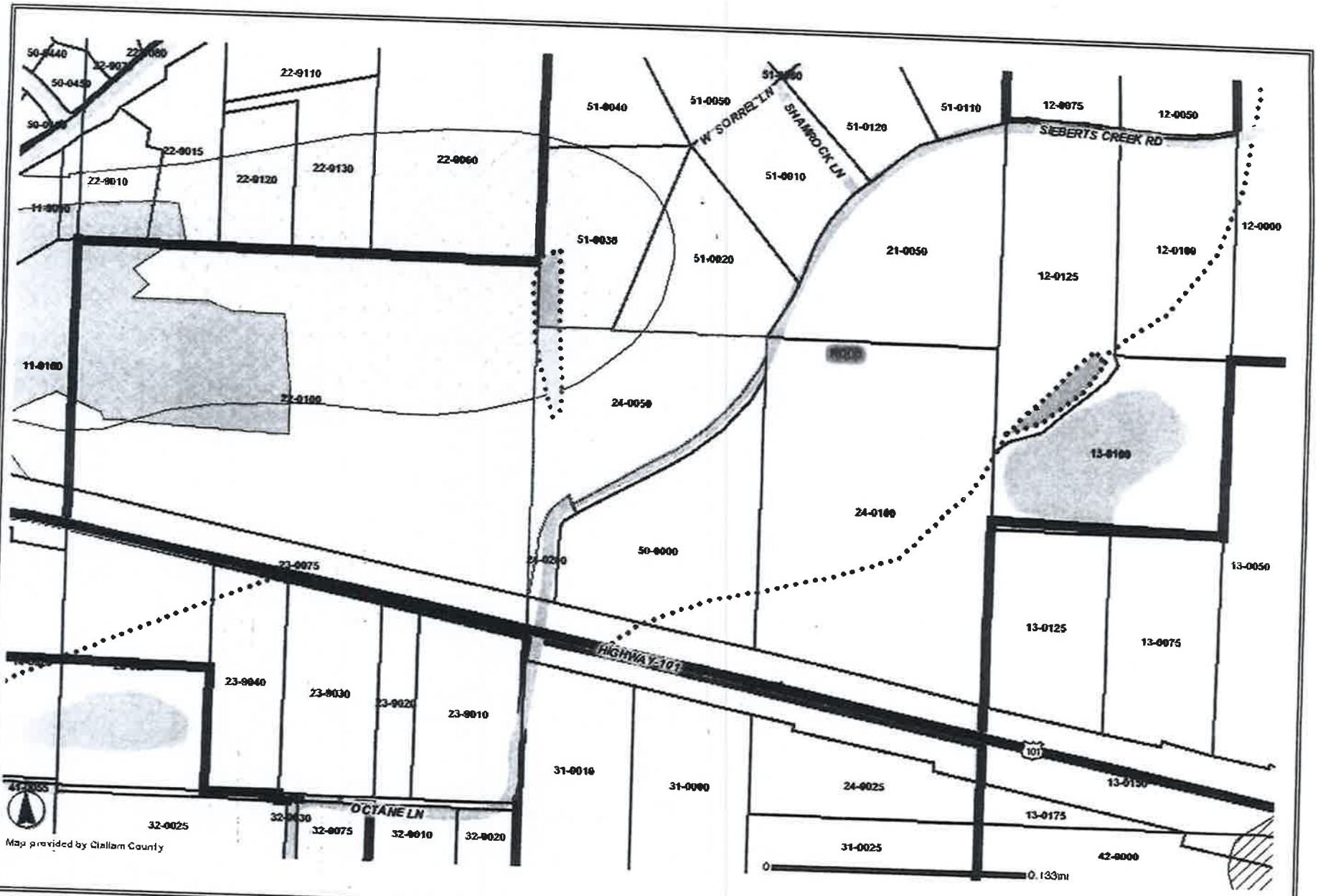


Figure 3. Parcel Map

Westech Company 2011
Source: Clallam County 2011

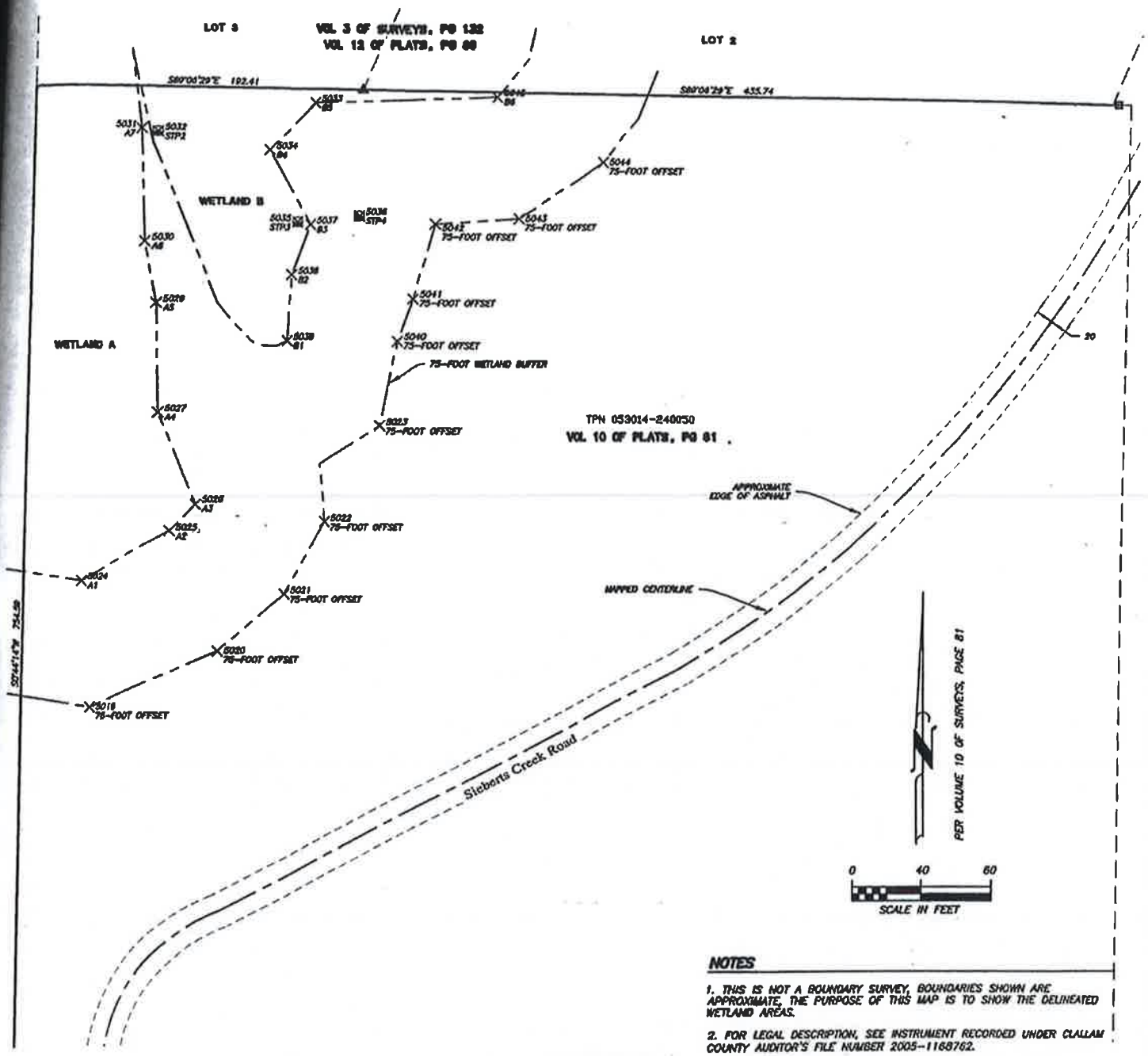
Site Map

of a portion of the Southeast Quarter of the Northwest Quarter of Section 14, Township 30 North, Range 5 West, W.M., Clallam County, Washington

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 89°04'29" EAST ALONG THE NORTH LINE OF SEQUOIA QUARTERS RECREATIONAL VEHICLE PARK, VOLUME 10 OF PLATS, PAGE 81 AND AS SHOWN HEREON. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

THIS SURVEY COMPLIES WITH W.A.C. 332-130-100 AND WAS ACCOMPLISHED BY FIELD TRAVERSE PROCESS USING A 5-SECOND THEODOLITE AND AN ELECTRONIC DISTANCE MEASURING DEVICE WITH SOME DISTANCES MEASURED WITH A STEEL TAPE.

THE SURVEYED PARCEL MAY BE SUBJECT TO EASEMENTS OR OTHER ENCUMBRANCES EITHER RECORDED OR UNRECORDED NOT SHOWN HEREON. THIS SURVEY HAS NOT DETERMINED THE EXISTENCE OF ALL SUCH EASEMENTS OR ENCUMBRANCES OR THEIR EFFECT ON THE SURVEYED PARCEL EXCEPT AS SPECIFICALLY SHOWN HEREON.



NOTES

1. THIS IS NOT A BOUNDARY SURVEY, BOUNDARIES SHOWN ARE APPROXIMATE. THE PURPOSE OF THIS MAP IS TO SHOW THE DELINEATED WETLAND AREAS.
2. FOR LEGAL DESCRIPTION, SEE INSTRUMENT RECORDED UNDER CLALLAM COUNTY AUDITOR'S FILE NUMBER 2005-1168762.
3. THE FIELD WORK FOR THIS MAP WAS PERFORMED ON AUGUST 26, 2011.

LEGEND

- ■ FOUND 1-INCH CONDUIT WITH PLASTIC SURVEY CAP STAMPED "CLARK LS 12223" PER VOLUME 3 OF SURVEYS, PAGE 132
- ▲ FOUND REBAR WITH PLASTIC SURVEY CAP STAMPED "LS 22329" PER VOLUME 12 OF PLATS, PAGE 88
- ⊖ SOIL TEST PIT

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF LOUIE TORRES IN AUGUST, 2011.

THOMAS D. ROORDA STATE OF WASHINGTON 22329 REGISTERED PROFESSIONAL LAND SURVEYOR

THOMAS D ROORDA PLS 36825

DATE: _____

© COPYRIGHT NORTHWESTERN TERRITORIES, INC. 2011

SCALE 1" = 40'	DATED 09/06/2011
DRAWN BY: SCP	
PLAT CHECKED BY: SCP	
FINAL REVIEW: TDR	
SHEET 1 OF 1	

NTI

NORTHWESTERN TERRITORIES, INC.
Engineers - Land Surveyors - Geologists
Construction Inspection - Materials Testing
717 SOUTH PEABODY, PORT ANGELES, WASHINGTON 98362, (360) 452-0401 www.nwtinc.com

Site Map

for: Fire District #3

14(039-010)

2011-1270427
Page 1 of 2 Warranty Deed
Olympic Peninsula Title Company
Clallam County Washington 09/23/2011 11:43:36 AM

OLYMPIC PENINSULA
Title Company

NO. 93236
CLALLAM COUNTY
TRANSACTION EXCISE TAX
DATE PAID SEP 23 2011
AMOUNT $ 110.00
COUNTY TREASURER
BY Dep

Escrow Number: 97165-DF

Statutory Warranty Deed

THE GRANTORS Mark Dokken and Terralyn Dokken, husband and wife for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION** in hand paid, conveys and warrants to **Clallam County Fire Protection District 3** the following described real estate, situated in the County of Clallam, State of Washington

Abbreviated Legal:
PTN W2 SE4 NW4 S14 T30N R05WWM

For Full Legal See Attached Exhibit "A"

Tax Parcel Number(s): **05-30-14-240050/50785**

Dated August 31, 2011

Mark Dokken

Terralyn Dokken

STATE OF WASHINGTON)
COUNTY OF CLALLAM) SS:

I certify that I know or have satisfactory evidence that **Mark Dokken and Terralyn Dokken**

are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 9/22/2011

DAWN L. FLEMING
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
4-09-14

DAWN L. FLEMING
Notary Public in and for the State of WASHINGTON
Residing at SEQUIM
My appointment expires: 4-9-2014

UNOFFICIAL COPY

EXHIBIT A

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 30 NORTH, RANGE 5 WEST, W.M., CLALLAM COUNTY, WASHINGTON, LYING NORTHERLY OF PRIMARY STATE HIGHWAY NO. 9; EXCEPT CONESTOGA QUARTERS RECREATIONAL VEHICLE PARK, AS RECORDED IN VOLUME 10 OF PLATS, PAGE 81, RECORDS OF CLALLAM COUNTY, WASHINGTON;AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED MAY 3, 1995 UNDER AUDITOR'S FILE NO. 722145.

SUBJECT TO:

1. EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER CLALLAM COUNTY RECORDING NO. 155412, V125, P554
2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER CLALLAM COUNTY RECORDING NO. 410819.
3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER CLALLAM COUNTY RECORDING NO. 412374.
4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER CLALLAM COUNTY RECORDING NO. 576190.
5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER CLALLAM COUNTY RECORDING NO. 577041.
6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2006 1176114.
7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2006 1184043.
8. RIGHT-OF-WAY FOR SIEBERTS CREEK ROAD, IF ANY, AND ANY EASEMENT RIGHTS OF ADJOINING PROPERTIES OR THE PUBLIC TO THAT PORTION OF THE LAND INCLUDED WITHIN SUCH ROAD, AS DISCLOSED BY CLALLAM COUNTY ASSESSOR'S OFFICE.

"Unofficial Copy"

2a

AGENDA ITEM SUMMARY

MAR 1 2 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 3/4/24**

REGULAR AGENDA ☒ **Meeting Date: 3/12/24**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 811-24-02
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: The Sheriff's Office leases warehouse space for storage of property and vehicles collected as evidence. This contract is a 5 year renewal of lease terms consistent with the previous lease, with updates to the duration dates and compensation sections. This storage space is partially funded by OPNET and Port Angeles Police Department, as they store evidence there as well.

Budgetary impact: The 2024 budget will not be effected as the lease rate will remain as projected. Future year's changes will be incorporated into each budget cycle.

Recommended action: Board approval

County Official signature & print name: Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: _Beth Waknitz

Relevant Departments: _Sheriff

Date submitted: 2/23/24

LEASE AGREEMENT

THIS LEASE made and entered into effective beginning the 1st day of January, 2024, by and between Nancy J. German, hereinafter referred to as "Landlord", and Clallam County, a political subdivision of the State of Washington, hereinafter referred to as "Tenant".

In consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That the Landlord does hereby lease to Tenant, and Tenant does hereby rent from the Landlord approximately 7,000 square feet in the east end of the building commonly known as 730 East Front Street, Port Angeles, Washington 98362 and on the property described as:

   Lots 1 through 4 and east ½ of Lot 5, Block 22 of Norman R. Smith subdivision of Townsite of Port Angeles according to the plat thereof in Volume K of Deeds, page 1 records of Clallam County, Washington.

   And the parking spaces adjacent to the leased area on the north side of said building.
2. The premises herein leased shall be used for the purpose of storage.
3. The term of this lease shall commence with the 1st day of January 2024 and shall be in effect for a period of one (1) year, with an automatic renewal for up to four (4) additional one (1) year terms. This lease will automatically renew as described, unless either party gives written notice of the party's intent to terminate the lease, at least 60 days in advance of the last day of the lease term, i.e. on or before October 31.
4. The Tenant agrees to pay the Landlord rental in the amount of $2,459.06 per month starting January 1, 2024 (35.13 cents per square foot). Such rental shall be paid in advance on the first (1st) day of each month. Beginning January 1, 2025 the rent shall be adjusted to more closely match current market rates of 50.00 cents per square foot, which will be $3,500 per month. Subsequent rent price adjustments shall be made effective each following January 1 and based on the change in the consumer price index by comparing such index for the month of June with the index for the prior year month of June. The percentage difference shall then be applied to the rental rate (50.00 cents per square foot) to determine the adjusted rent for the ensuing year. Provided however that the adjusted rent shall not be less than the beginning rent provided for herein nor greater than the initial rent increased by a 5% margin ($3,500.00 divided by

.95 equals $3,684.21). Subsequent rental adjustments using the same methods shall be made annually.

5. The Tenant may alter, repair or remodel any or all of the premises herein leased, at its own discretion, provided it first obtains written consent from the Landlord. Any such alteration, repair or remodeling shall be at the sole expense of the Tenant. The Tenant shall be allowed to install an alarm system on the premises. The alarm system will be the property of the Tenant and will be removed upon vacation by the Tenant. The Tenant shall be allowed to change the locks on the outside entrances to maintain security of the building. Upon vacation by the Tenant, the Tenant will reinstall the original locks or provide the Landlord with all keys to the new locks. The Tenant shall be allowed to re-enforce the doors and windows of the premises for security purposes at the Tenant's expense.
6. The Landlord shall pay all real property taxes assessed against the leased premises.
7. The Landlord shall further provide and maintain insurance on the leased premises insuring the structure against loss, damage or destruction by casualty. In the event of casualty to such structure, as the result of which the Tenant's use of the premises shall be substantially impaired, the Landlord shall forthwith use proceeds of such insurance to restore the premises to the condition in which they were immediately before such casualty, provided the structure is not so damaged as to make repairs and restoration economically or reasonably unfeasible; and provided further, that any repairs or restoration shall be to the structure only, including roof, wall, and foundation but not to fixtures, equipment or inventory of the Tenant; and the Tenant shall during period of impairment or repair pay rentals prorated in the degree to which it may be reasonably using the premises for the allowed purposes.
8. The Landlord shall maintain the structural portions of such premises in a sound and substantial condition; the structural portions being defined as the weight-bearing and non-decorative portions of the floors, ceilings, and outer walls of the leased premises. The Tenant shall maintain all other portions of the leased premises and shall keep the same in good and reasonable repair, save for normal wear and tear. The Tenant shall replace at its own expenses all glass of all windows and doors in and about the leased premises which may become cracked or broken due to the negligent actions of the Tenant. In the event of water damage to any part of the premises arising through a defect in the portion of the water or heating system serving the premises which are to be maintained by the Landlord, the Landlord shall repair such defect; and shall pay for other repairs, redecorating, or damages arising therefrom.

9. The Tenant shall provide and pay for light, water and all utilities and services to the leased premises, including heat.
10. The Tenant agrees to pay rent as and when due; that it will permit no waste upon the leased premises; and will keep the same in sanitary, safe and good condition; that it will conduct no illegal business upon the premises nor cause or permit any illegal acts thereon; it will cause or permit no dangerous substances, articles or condition to be placed, maintained or kept about the leased premises and that it will keep such premises free of all charges and liens.
11. The Tenant acknowledges that it has carefully inspected the leased premises and accepts the same in their present condition.
12. The Tenant shall not use the premises for any other purpose other than that of a storage facility for property and vehicles. The leased premises shall at all times be kept and used in accordance with the laws of the State of Washington and ordinances of the City of Port Angeles; and in accordance with the laws, directions, rules and regulations of the State of Washington and of the health officers, fire marshal, building inspector or other proper officers of any governmental agency rightfully having jurisdiction therefore; and conformance therewith shall be at the sole cost and expense of the Tenant. Provided, that this provision shall not require the Tenant to purchase or install any fire prevention equipment which shall become a component part of the structural portion of the premises or to make any substantial alteration to the building structure.
13. The Tenant shall keep all drainage pipes free and open and will protect all pipes so they will not become frozen or clogged, and will repair all leaks and repair all damages caused by leaks or by reason of Tenant's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on leased premises, and the Tenant shall provide adequate heat in the leased premises to prevent pipes from become frozen.
14. The Tenant's obligations herein expressed shall be binding unless prevented from conformance therewith by strikes, fire, act of God, or other causes beyond the control of the Tenant, save that such causes shall not diminish the Tenant's obligation to pay rent except as herein otherwise provided.
15. The Tenant agrees to keep the sidewalks and exterior of the leased premises free and clear of rubbish, debris, ice, snow, and other dangerous, unsightly or unwholesome substances and conditions.
16. The Landlord gives approval to the Tenant to sublet a portion of the premises to the City of Port Angeles for the use of the premises for storage of property and vehicles. The Landlord shall not be barred from subsequently refusing to consent to any further assignments.

17. The Tenant shall allow the Landlord or their agents and representatives access to the premises for the purpose of inspection or of making repairs, additions or alterations to the premises, through the reservation and use of such right shall not be deemed to obligate the Landlord or make any such repairs, additions or alterations. Access by the Landlord will be at reasonable times except in case of emergency or abandonment. Access shall be coordinated in advance with a Clallam County Sheriff's Office members.
18. At any time within the last ninety (90) days from the term of this lease, unless extended, the Landlord shall have the right to place and maintain proper signs in a conspicuous place on and within the premises, stating that such premises are for sale or rent and indicating where inquiry may be made.
19. Alterations, additions or improvements on and about the leased premises shall, subject to the Tenant's right hereinafter expressed to remove fixtures, immediately upon installation or affixing become the property of the Landlord and shall remain in and be surrendered with the premises as part thereof at the termination of this lease, all without disturbance, molestation or injury.
20. In regard to those spaces for which the Tenant has exclusive control, the Tenant shall be solely liable for any injury or damages to any property or any person caused as a result of the Tenant's negligent acts or omissions and shall save and hold harmless the Landlord from and shall defend the Landlord against all claims, demands, actions or lawsuits arising out of the negligent acts or omissions of the Tenant. In regard to all other areas of the premise, including those areas jointly used by the Landlord and the Tenant, the Landlord shall be solely responsible for any injury or damages to any property or person caused by reason of any condition in those portions of the premises and shall save and hold the Tenant harmless from and shall defend the Tenant against all claims, demands, actions or lawsuits arising out of the areas of the premise in which the Landlord has either exclusive or joint control and possession except for those injuries or damages caused by the negligence of the Tenant, its agents, or employees.
21. Rent provided for herein shall be paid to Landlord at:

    Nancy J. German
    P.O. Box 3056
    Port Angeles, WA 98362

    Or such other place or address as Landlord may hereafter specify.
22. The Tenant is a self-insured entity. Although the Tenant is relieved of the obligation to provide commercial liability insurance, the Tenant shall never the less assume the same liabilities arising out of its, or any of its designated contractors, use of commercial lease property. Tenant shall provide Landlord with a Certificate of Liability Insurance.

23. If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this agreement, a legal action is instituted the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this agreement may be in the county in which the premises are situated.
24. The failure of the Landlord to insist upon strict performance of any of the covenants or agreements of this lease, or to exercise any option or discretion herein conferred in any one or more instances shall not be construed to be a waiver of or relinquishment of any such or any other covenants, agreements or options; but the same shall be and remain in full force and effect.
25. Provided the Tenant has performed this lease or its extension in full, then upon the expiration of such lease or extension the Tenant shall have the right to remove from such leased premises all goods, wares, merchandise, equipment, machinery, fixture and personal property, so long as it forthwith repairs and restores any structural portions to the conditions in which they were at the Tenant's first taking occupancy under this lease; Provided, that at Landlord's discretion and election in writing, the Landlord may direct that the Tenant leave on the leased premises such interior flooring and covering, and interior walls as the Tenant may have placed in and about premises all without cost to the Landlord.
26. In the event of the Tenant's failure to perform any term, covenant, condition or obligation imposed or assumed by this lease or by the operation of law, the Landlord shall in writing deliver to the Tenant at the Tenant's business address, describe such breach and demand the correction or performance thereof; and the Tenant shall within thirty (30) days from date of mailing of notice thereof, fully correct such breach and perform such obligation; Provided, that in the event such breach may be that of nonpayment of rent, then such notice shall be not more than ten (10) days. In the event of the Tenant's failing fully to comply with such demands within such periods of time, then this lease forthwith shall be canceled without further notice, and the Tenant shall vacate the premises immediately.
27. Either party may request changes in the agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
28. This written contract represents the entire agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

IN WITNESS THEREOF, the parties hereto have hereunto subscribed their names

LANDLORD:

NANCY GERMAN

NANCY J. GERMAN

TENANT:

CLALLAM COUNTY BOARD OF COMMISSIONERS

MIKE FRENCH, CHAIR

DATE: _____

APPROVED AS TO FORM:

CLALLAM COUNTY PROSECUTOR'S OFFICE

DATE: 2/23/24

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AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: DCD

MAR 1 2 2024

WORK SESSION ☒ **Meeting Date: March 4, 2024**

REGULAR AGENDA ☒ **Meeting Date: March 12, 2024**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 334.24.004

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other Motion to Authorize Application

Documents exempt from public disclosure attached: ☐

Executive summary: In October of 2023, Clallam County applied for a Washington State Department of Commerce Climate Planning Grant to assist the county in updating its hazard mitigation plan and adopting climate resiliency strategies into is comprehensive plan. Commerce has prepared an interagency agreement contract for the County's approval. This agreement has been reviewed as to form and is ready for signature.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐ This grant is for $[illegible]00,000 and is spread over 2024 & 2025. DCD's budget has anticipated both revenue & expenses associated with this grant.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) Review, sign, and return the agreement to the Washington State Department of Commerce

County Official signature & print name: Bruce Emery Bruce W Emery

Name of Employee/Stakeholder attending meeting: Holden A. Fleming

Relevant Departments: Department of Community Development

Date submitted: February 28, 2024

Washington State Department of Commerce

Interagency Agreement with 334.24.004

Clallam County

through

Growth Management Services

Contract Number:
24-63610-112

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

Washington State Department of Commerce

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Washington State Department of Commerce

Face Sheet

Contract Number: 24-63610-112

Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant

1. Contractor Clallam County 223 E. 4th Street, Suite 5 Port Angeles, WA 98362	**2. Contractor Doing Business As (as applicable)** N/A
3. Contractor Representative Holden A. Fleming Chief Deputy Director, DCD 360-565-2616 Holden.Fleming@clallamcountywa.gov	**4. COMMERCE Representative** Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504

5. Contract Amount $400,000	**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 #** SWV0000200-03	**12. UBI #** 054-004-559	**13. UEI #** N/A

14. Contract Purpose
For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181 and climate related implementation activities.

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 Attachment "B" – Budget

FOR CONTRACTOR	**FOR COMMERCE**
_____ <insert name>, <insert title>	_____ <insert name>, <insert title>
_____ Signature	_____ Date
_____ Date	**APPROVED AS TO FORM ONLY** **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

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

Washington State Department of Commerce

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 **four hundred thousand dollars ($400,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services 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 24-63610-112. 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.

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

State Fiscal Year Payments
COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year
Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

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

Duplication of Billed Costs

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

Disallowed Costs

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

Line Item Modification of 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 (Attachments B) 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, include 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. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

"The WA Department of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

7. 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.

8. 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.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

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

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Clallam County Resilience Sub-Element Scope of Work			
(Including Multi-Jurisdiction Hazard Mitigation Plan Update Pathway)			
Phase	**Task Description**	**End Date**	**Climate Guidance Commerce Ref.**
1	1: Solicit Consultant	2/15/2024	Section 2
	1A: Form Hazard Mitigation/Climate Resiliency Committee (HMCR) and Resources	2/28/2024	Task 2.1
	1A: Organize Planning Team and Resources		
	1A: Establish Engagement Strategy that Supports Environmental Justice		Task 2.2
	1A: DELIVERABLE - Document Engagement Strategy (Includes all elements of a public engagement plan)	early March	Deliverable 1
	1B: Audit Plan and Document Review, including for climate gaps and opportunities		Section 3, Step 2, Task 2.1
	1B: DELIVERABLE - Document Climate Gaps and Opportunities		Deliverable 3 (Part 1)
	1C: Coordination with Other Agencies (Operational Area Meetings)		
	1D: HMCR Committee Meetings (10 Members)	During Phase 1	
	1D: Recommend/Initiate Changes, Template Development, Annex Development, Transfer of Data, old plan to new	3/31/2024	
2	2A: Perform HAZUS-MH Vulnerability & Risk Analysis	4/24 - 6/1/24	Section 3, Step 3, Task 1.4
	2A: Update Community Assets Identification	During Phase 2	Task 1.1
	2A: DELIVERABLE - Identify Community Assets and create Climate Element	During Phase 2	Deliverable 2 (Part 1)

	WorkBook Sheet (Includes exploration of Climate Impacts)		
	2B: Climate Change Data/Analysis/Projections including exploring hazards, changes in climate and climate impacts	During Phase 2	Section 3, Step 1, Tasks 1.2, 1.3
	2B: HMCR Committee Meeting	During Phase 2	
	2B: DELIVERABLE - Create Climate Element WorkBook Sheets which (1) explores hazards and changes in the climate; (2) pairs assets and hazards and describes exposure and consequences; and (3) Identifies priority climate hazards		Deliverable 2 (Part 2)
	2B: Update non-HAZUS Hazards	6/1/2024	FEMA Guidance
	2C: New GIS Building Vulnerability Mapping	6/15/2024	
	2C: Mapping, Charts, Graphs	6/15/2024	
3	3A: Public Meetings	Summer 24	
	3B: Press releases/Public notices/Survey	Summer 24	
	3C: Website	Summer 24	
	3D: Hazard Committee Meetings (6 meetings, 10 members)	Summer 24	
4	4A: Strategy Dev./Maintenance/Future Mitigation Project Planing/Draft Update/Capabilities Update	9/15/2024	Task 2.2
	4A: DELIVERABLE - Determine Next Steps Task in Climate Element WorkBook (Includes Comp. Plan Aduit)	9/30/2024	Deliverable 3 (Part 2)
	4A: Assess Sensitivity and Adaptive Capacity to Characterize Vulnerability	9/30/2024	Tasks 3.1, 3.2, 3.3
	4A: Characterize Risk and decide course of action	9/30/2024	Task 3.4
	4A: Public Meetings	early October	
	4A: DELIVERABLE - Create Climate Element WorkBook Sheets which (1) Assess Sensitivity and Adaptive Capacity to Characterize Vulnerability and (2)	10/20/2024	Deliverable 4

	Characterize Risk and Decide Course of Action		
	4A: HMCR Meeting: Integrate Climate Goals and Polices	End of October	Section 3, Step 5, Tasks 5.1, 5.2
	4A: Develop Climate Goals and Policies and Identify Co-Benefits	10/31/2024	Tasks 4.1 - 4.3
	4A: DELIVERABLE - Create Climate Element WorkBook Sheets which will outline Climate Goals and Policies and Identify Co-Benefits	10/31/2024	Deliverable 5 (Part 1)
	4B: Technical Edit/Format of Hazard Mitigation Plan Update		
	4B: DELIVERABLE - Create Climate Resilience Goal & Policy Integration Table	10/31/2024	Deliverable 5 (Part 2)
	4C: Hazard Mitigation Plan Update review crosswalk	11/10/2024	FEMA Guidance
5	5A: DELIVERABLES - Hazard Mitigation Plan Adoption Which Includes Climate Resilience Goals and Policies And Completed Climate Element Workbook as Annex (Includes Climate Resiance Ordinance Adoption)	After FEMA Approval (Feb 2025)	Deliverable 6 & 7
6	6A: Financial Management	At all Times	
	6A: Asst. with Quarterly Reports	As Required	
	6B: Project Management	At all Times	

Attachment B: Budget

Budget	Commerce Grant Funds
Climate Planning Grant Deliverable Expenses	**$400,000**
Deliverable 1 - Document Engagement Strategy (Includes all elements of a public engagement plan)	$40,000
Deliverable 2 - Identify Community Assets and create Climate Element WorkBook Sheet (Includes exploration of Climate Impacts)	$40,000
Deliverable 3- Determine Next Steps Task in Climate Element WorkBook (Includes Comp. Plan Aduit)	$100,000
Deliverable 4 -Create Climate Element WorkBook Sheets which will outline Climate Goals and Policies and Identify Co-Benefits	$140,000
Deliverable 5- Hazard Mitigation Plan Adoption Which Includes Climate Resilience Goals and Policies And Completed Climate Element Workbook as Annex (Includes Climate Resilience Ordinance Adoption)	$80,000
Total Funds **	**$400,000**

2C

AGENDA ITEM SUMMARY

MAR 1 2 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 3/11/2024**

REGULAR AGENDA ☒ **Meeting Date: 3/12/2024**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 245.24.006

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☒ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Clallam County has been awarded the **Secure Federal Funding Initiative** grant from the **Washington State Department of Commerce**. The grant is designed to assist Washington entities to apply for the large federal grant available through the Inflation Reduction Act, the CHIPS and Science Act and the Infrastructure and Jobs Act.

Clallam County and the North Olympic Peninsula Recompete Coalition (NOPRC) has been selected as a Finalist to compete in the Phase 2 application process. Phase 2 application deadline is April 25, 2024. This additional funding will help us put our best foot forward in the application process.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☒

Budget changes are attached. Revenue and Expenditures increase $500,000 each for this year.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please approve grant submission.

County Official signature & print name: Todd Mielke Todd Mielke

Name of Employee/Stakeholder attending meeting: Angi Klahn

Relevant Departments: BOCC

Date submitted: 3/6/2024

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

Washington State Department of Commerce

Grant Agreement with

Clallam County

through

Office of Economic Development & Competiveness

Grant Number:
Please enter Grant Number

For

SFFI funding will be used to support the economic research, grant writing, and capacity expansion for underserved areas to participate in application.

Dated: Upon Execution

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Washington State Department of Commerce

Face Sheet

Grant Number: <Insert Number>

Office of Economic Development & Competitiveness
Securing Federal Funding Initiative

1. Grantee Clallam County 223 E 4th Street, Suite 4 Port Angeles, WA 98362		**2. Grantee Doing Business As (as applicable)** N/A	
3. Grantee Representative Angi Klahn BOCC Analyst 360-417-2235 Angi.klahn@clallamcountywa.gov		**4. COMMERCE Representative** Josh Woodson Industry Sector Development Manager (360) 522-0429 Josh.woodson@commerce.wa.gov	2001 6th Ave, Suite 2600 Seattle, WA 98101
5. Grant Amount $500,000	**6. Funding Source** **Federal:** ☐ **State:** X **Other:** ☐ **N/A:** ☐	**7. Start Date** Upon Execution	**8. End Date** June 30, 2024
9. Federal Funds (as applicable) N/A	**Federal Agency:** N/A	**ALN** N/A	
10. Tax ID # 91-6001298	**11. SWV #** SWV0000200-16	**12. UBI #** 054-004-559	**13. UEI #** N/A

14. Grant Purpose
SFFI funding will be used to support the economic research, grant writing, and capacity expansion for underserved areas to participate in application.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget

FOR GRANTEE	**FOR COMMERCE**
_____ Mike French, Chair of the Board, Clallam County Commissioner	_____ Chris Green, Assistant Director
_____ Signature	_____ Date
_____ Date	**APPROVED AS TO FORM ONLY** **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

Special Terms and Conditions

1. GRANT 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 Grant.

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

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

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at CCA brand toolkit, including:

A. Any project related website or webpage that includes logos from other funding partners;
B. Any publication materials that include logos from other funding partners;
C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
D. Any equipment purchased with CAA funding through a generally visible decal.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed $500,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the terms of the Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services 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 Grant Number .
If expenses are invoiced, provide a detailed breakdown of each type. 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 Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition

of this Grant.

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

Invoices and End of Fiscal Year

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

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.
The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

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

Disallowed Costs

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

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.).

5. SUBGRANTEE DATA COLLECTION

Grantee 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 Grant performed by subgrantees and the portion of Grant funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

6. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date OR a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

Change being Sent

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than $1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Cyber Liability Insurance: The Contractor shall maintain Cyber Liability Insurance. The Contractor shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

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

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

A. The amount of fidelity coverage secured pursuant to this Grant shall be $100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.

B. Subgrantees that receive $10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

7. FRAUD AND OTHER LOSS REPORTING

Grantee 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 Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work

- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, 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. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.

D. "Grantee" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.

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. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" mean subgrantee/subcontractor(s) in any tier.

H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

This Grant 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.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant 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 Grantee 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 Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee 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.

10. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

B. If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant 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 Grantee 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 Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee 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 Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

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

12. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

This Grant 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.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

18. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the GRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time , which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 25 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

22. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

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

26. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant 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 Grant.

The Grantee 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 Grant, 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.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. 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 Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this Grant 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 Grant.

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

The Grantee may only subgrant/subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting/subcontracting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants/subcontract and records related to subgrants/subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting/subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from

subgranting/subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant/subcontract.

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant/subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

33. SURVIVAL

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

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

35. TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (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 Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

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

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

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

A. Stop work under the Grant on the date, and to the extent specified, in the notice;

B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant 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 Grantee under the orders and subgrants/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 subgrants/subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants/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 Grant 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 Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, 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 Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the

Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

39. 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 Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Project Description:

Clallam County as Lead Applicant for the North Olympic Peninsula Recompete Coalition (NOPRC) has been selected as a finalist for the EDA Distressed Area Recompete Pilot Program. Our Phase II application will be due April 25, 2024. The SFFI funding will be used to support the economic research, grant writing, and capacity expansion for our underserved areas to participate in our application.

Research Including – Prime Age Employment Gap from WSU, DSHS and ESD.

Economic Impact Reports – ADU

Barge Economic Feasibility Analysis

Purchase of IMPLAN Software Subscription for Economic Studies

Professional Grant Writing & Technical Services

Technical Services for Capacity Building for Underserved Areas

Project Activities/Deliverables:

Progress Reports should be delivered every month with other coinciding deliverables. Progress reports should detail any updates on current work around the following:

- Research projects
- Grant planning process
- Grant application development
- Capacity building technical services. Outline groups technical services are provided to.

Final Report will be delivered on June 30, 2024. Final report should provide an in-depth wrap-up of the activities within the contract period.

Goal 1: Due March 31, 2024

Initiate Research Projects, Development & Grant Planning-Progress Report 1

- Provide research project outlines and plans.

Goal 2: April 30, 2024

Research, Development & Grant Writing, Application – Progress Report 2

- Provide completed application copy for Recompete Pilot Program

Goal 3: May 31, 2024

Updates from Research – Progress Report 3

Goal 4: June 30, 2024

Research Wrap-up – Final Progress Report

Attachment B: Budget

Total Award: $500,000

This will be a deliverables based contract, *not* a line item reimbursement.

Please outline the budget below:

Date	Cost
March 31, 2024	$ 250,000.00
April 30, 2024	$ 125,000.00
May 31, 2024	$ 75,000.00
June 30, 2024	$ 50,000.00

Special Budget Provisions:

A. The total amount of transfers of funds between line item invoice amounts within the categories shall not exceed ten (10) percent of the total contract. If the cumulative amount of these transfers exceeds or is expected to exceed ten (10) percent, the total budget shall be subject to justification and negotiation of a CONTRACT amendment by the CONTRACTOR and COMMERCE.

B. A sum of no more than ten (10) percent of funds may be withheld until activities and final products defined in Attachment A – Scope of Work have been successfully completed by the CONTRACTOR and accepted fully by COMMERCE.

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 3/06/2024 ✓ **Budget Hearing/Meeting Date:** 4/30/2024 ✓

X ✓ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

___ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

___ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

___ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

___ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.245 ✓	**Budget Name**	BOCC – Recompete Grant ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.245 ✓	BOCC – Recompete Grant ✓	33404.20.6025 ✓	DOC - SFFI	500,000
Total				500,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.245 ✓	BOCC – Recompete Grant	51420.41.0127 ✓	Contract Services	500,000
Total				500,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

New Recompete Securing Federal Funding Initiative grant in the amount of $500,000. SFFI funding will be used to support the economic research, grant writing, and capacity expansion for underserved areas to participate in application.

County Official Approval: DCook

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

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AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

MAR 12 2024

Department: BOCC

WORK SESSION ☒ **Meeting Date: March 11, 2024**

REGULAR AGENDA ☒ **Meeting Date: March 12, 2024**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 245.24.007

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Request Approval of Strategy Development Grant award contract by US Department of Commerce/Economic Development Administration (EDA) – SUBAWARD to North Olympic Development Council (NODC).

Clallam County, as the Lead Applicant for North Olympic Peninsula Recomplete Coalition (NOPRC) applied for the Distressed Area Recompete Pilot Program (Recompete) Phase 1 approval and the Strategy Development Grant in October 2023.

December 2023, NOPRC and Clallam County were announced as a Finalist for the Recompete Program and invited to compete in Phase 2 of the grant. Our Phase 1 plan was 1 of 22 selected from 235 nationwide applications, the largest applicant response to an EDA grant ever.

We were also awarded 1 or 24 Strategy Development Grants (SDG), from 339 applicants, to help our coalition with the further development of our Phase 2 projects. The SDG grant is for $498,729. These funds are to cover the following activities:

(1) PAEG Research - Hiring consultant Washinton State University (WSU) to perform needed research on the PAEG population using data from Employment Security Dept (ESD) and Dept of Social & Health Services (DSHS);

(2) Barrier Assessment & Development – Convene and coordinate multiple social services agencies to inventory resources available and barriers they deem need to be addressed. Develop guidance for how to effectively create navigator services to reduce barriers. Develop an PAEG outreach program;

(3) Development of Workforce Training Program – Convene Tribal and Non-Tribal representatives from education and industry to prioritize training opportunities that meet

business demand. Conduct a study of proposed programs focused on analyzing type of jobs that projects create and whether these Good Jobs are appropriately acce3ssible to people in the PAEG;

(4) Economic Impact & Feasibility Analyst – Conduct economic analysis and feasibility studies including the direct, indirect and induced job growth associated with project in NOPRC's Recompete Plan;

(5) Zoning Efforts – Update the Glen Cove Special Study from 1999 including Environmental Impact Statement. Planning work will include public outreach; and

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

NODC will be providing the Prime Age Employment Gap (PAEG) barrier research need in Item #2 to develop our Recompete Plan's program to support PAEG's to overcome the barriers to employment and assist them into job training and other wrap-around services needed. They will be working with multiple trusted community members to assist them with outreach to targeted geographic/demographic communities.

It has taken a long time to receive our contract from EDA and the timeline to complete this task requires this contract to moving forward right away and therefore we are bringing this forward in back-to-back meetings.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

No budget modification is needed. This item was budgeted previously.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Staff recommendation is to approval of Subaward to NODC.

County Official signature & print name: Todd Mielke Todd Mielke

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn, Karen Affeld-NODC

Date submitted: March 6, 2024

RECOMPETE – STRATEGY DEVELOPMENT GRANT
SUBRECIPIENT AGREEMENT

This Subrecipient Agreement ("Agreement") is dated as of the _____ day of _____, 2024, by and between Clallam County, a Washington political subdivision ("County"), and North Olympic Development Council (Federal Tax ID 91-2157738, UEI # NFA4ZAMCDVY8), the Regional Economic Development District ("EDD") for both Clallam and Jefferson Counties ("Subrecipient").

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

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

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

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

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

WHEREAS, the Subrecipient, a member of the NOPRC, has been tasked with the research the barriers effecting PAEG in our area for Recompete Plan. The County and Subrecipient desire to enter into this Agreement so that the County may provide SDG Funds for appropriate and qualifying expenditures to the Subrecipient for research in support of NOPRC Phase 2 application and for other reimbursement costs as specified in Attachment B.

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

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

2. SDG Funds. The County agrees to provide the Subrecipient a total sum not to exceed $25,000 for the PAEG Barrier Research as specified based on eligibility criteria outlined in Attachment A and the Scope of Work provided in Attachment B.

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

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

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

6. Independent Contractor. Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and

employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

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

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

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

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

Subrecipient
North Olympic Development Council (NODC)
Attn: Karen Affeld, Executive Director
PO Box 2526
711 E Front St, Ste B
Port Angeles, WA 98362

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2024.

SUBRECIPIENT

By: _____

Print Name: Karen Affeld

Its: Executive Director

DATED this _____ day of _____ _____, 2024.

BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

_____
MIKE FRENCH, Chair

_____
RANDY JOHNSON, Commissioner

MARK OZIAS, Commissioner

ATTEST:

L. Gores, Clerk of the Board

APPROVED AS TO FORM by DPA Boughton

ATTACHMENT A

INTERAGENCY AGREEMENT BETWEEN
EDA AND CLALLAM COUNTY

Department of Commerce
Economic Development Administration

Notice of Award (NoA)
ED24OIE0G0085

RECIPIENT INFORMATION

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

FEDERAL AGENCY CONTACT INFORMATION

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

FEDERAL AWARD INFORMATION

10. **Award Number / FAIN**
    ED24OIE0G0085
11. **Award Type**
    Grant
12. **Period of performance Start Date & End Date**
    02/01/2024 - 01/31/2027
13. **Federal Share of Cost**
    $498,729
14. **Recipient Share of Cost**
    $0
15. **Total Federal and Recipient Cost**
    $498,729
16. **Statutory Authority**
    Distressed Area Recompete Pilot Program (Recompete Pilot Program), as authorized by section 29 of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. § 3722b)
17. **NOFO/RFA #**
    EDA-RECOMPETEPHASE1-2023
18. **Project Title**
    North Olympic Peninsula Recompete Plan
19. **Assistance Listing Number and Name**
    11.040 - Distressed Area Recompete Pilot Program
20. **Award Action Type**
    New Competing
21. **Multiyear Award?**
    No
22. **R&D Award?**
    No
23. **Construction Award?**
    No
24. **Grants Officer – Signature and Date**
    – Scott Andes 2/12/24
25. **Recipient – Signature and Date**
    –

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

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

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

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

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

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

SECTION I – BUDGET INFORMATION

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

Authorized Budget

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

Non-Construction

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

SECTION II – STANDARD TERMS AND CONDITIONS

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

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

SECTION III – SPECIFIC AWARD CONDITIONS

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

SECTION IV – OTHER

ATTACHMENT 1

Authorized Scope of Work

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

Executive Summary:

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

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

Summary of Activities:

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

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

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

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

Authorized Staffing Plan

Staffing Plan - Budget

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

Staffing Plan - Narrative

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

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

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

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

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

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

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

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

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

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

    iii. *Authorized Staffing Plan* (Attachment 2)

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

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

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

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

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

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

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

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

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

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

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

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

   i. During the Period of Performance:

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

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

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

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

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

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

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

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

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

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

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

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

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

   a. the specific regional need that the Project was designed to address and progress made during the period of performance and beyond that has mitigated or will mitigate that need and advance economic development;

   b. a high-level overview of the activities undertaken;

   c. details of lessons learned during the period of performance that may be of assistance to EDA or other communities undertaking similar efforts;

   d. the expected and actual economic benefits of the Project at the time that the Report is written; and

   e. any other key information from the period of performance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    NOAA OCFO

    Attn: Finance Office, Travel Dept.

    1315 East West Highway, SSMC3

    Silver Spring, MD 20910

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fraud Awareness Training

E·D·A

U.S. ECONOMIC DEVELOPMENT ADMINISTRATION

EDA's grantees must successfully complete this training and submit the signed completion certificate(s) to the EDA Project Officer listed in the Specific Award Conditions within 60 days of grant award.

Failure to comply with this requirement may result in a finding of non-compliance with the terms and conditions of your award.

OVERVIEW

- Overview of EDA's Programs
- The Department of Commerce (DOC) Office of Inspector General (OIG)
- Fraud in EDA Programs
- Additional Items
- Certificate

INTRODUCTION

Role of EDA: Facilitate the timely and effective delivery of Federal economic development assistance to support long-term community economic recovery planning and project implementation, redevelopment, and resiliency

EDA's Programs

- EDA's Programs enable EDA to make awards that support a wide range of activities.
- Eligible applicants and project types for each program is set forth in the respective Notices of Funding Opportunity.
- You must read and understand the requirements applicable to the program under which your award is funded, including the applicable Notice of Funding Opportunity, Specific Award Conditions, and Standard Terms and Conditions.

The U.S. Department of Commerce (DOC) Office of Inspector General (OIG)

DOC – OFFICE OF INSPECTOR GENERAL

- Created by IG Act of 1978 to:
  - Combat fraud, waste, and abuse within the DOC
  - Conduct audits and investigations of DOC operations
  - Keep the DOC and Congress informed
- Mission
  - To improve the programs and operations of the Department of Commerce through independent and objective oversight

This includes oversight of EDA Assistance Programs

DOC – OFFICE OF INSPECTOR GENERAL

- Office of Audit and Evaluation
- Office of Investigations
  - Criminal
  - Civil
  - Administrative
  - Employee misconduct
  - Public corruption

WHISTLEBLOWER PROTECTIONS

Federal employees, applicants, and employees of federal contractors **and grantees** who make certain disclosures—to OIG or elsewhere—are protected under the law from suffering retaliation because of those disclosures.

Basic elements of whistleblower protection law: (1) you make a protected disclosure; (2) you are subject to certain retaliatory acts; and (3) there is a causal connection between your protected disclosure and the retaliatory act.

OIG receives, reviews, and where appropriate, investigates allegations of whistleblower reprisal.

Whistleblower complaints may be submitted to the OIG via the hotline: https://www.oig.doc.gov/Pages/Hotline.aspx#complainthotline

Whistleblower complaints may also be submitted to the Office of Special Counsel via their website: https://osc.gov/pages/file-complaint.aspx

DOC-OIG Whistleblower Protection Coordinator contact information:

Email: wpo@oig.doc.gov Phone: 202-482-1099

FRAUD IN EDA ASSISTANCE PROGRAMS

- **Fraud Defined**
- **Compliance Requirements**
  - Eligibility
  - Duplicate Funding
  - Matching Funds
  - Mandatory Reporting of Fraud
- **Consequences of Fraud**
- **Recommendations/Best Practices**

FRAUD IN EDA ASSISTANCE PROGRAMS

Although it can take many forms, fraud, at its core, is **deception** through the **misrepresentation** or **omission** of **material facts** for the purpose of **illegitimate gain**.

FRAUD IN EDA ASSISTANCE PROGRAMS

Examples of fraud within EDA Assistance Programs include, but are not limited to:

- Accepting federal funding in multiple assistance awards for the same work
- Misrepresentations regarding the eligibility of the project or recipient
- Misrepresentations or omissions about the recipient's facilities, ownership/control, or the work to be performed by the recipient
- Providing falsified letters of support
- Misrepresentations concerning the use of funds expended, work performed, results achieved, or compliance with program requirements under the award
- Inflated labor costs

FRAUD IN EDA ASSISTANCE PROGRAMS (CONTINUED)

- Misuse or conversion of assistance award funds (e.g. using funds for personal expenses)
- Theft of government owned property (18 U.S.C. § 666)
- Embezzlement (18 U.S.C. § 666)
- Fabrication or falsification of data, in applying for, carrying out, or reporting results from an assistance award
- Intentional noncompliance with applicable federal cost principles governing grants / cooperative agreements
- Undisclosed self-dealing, such as a sub-award to an entity in which an awardee, executive, or key employee (or family members of the aforementioned individuals) has a financial interest
- "Buying Expenses", or reporting expenses incurred by another entity for work unrelated to the assistance award

COMPLIANCE REQUIREMENTS

RECIPIENTS MUST COMPLY WITH:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Department of Commerce Financial Assistance Standard Terms and Conditions
- EDA Standard Award Conditions for Construction Projects **or** EDA Revolving Loan Fund Standard Award Conditions (as applicable)
- Specific Award Conditions (unique to each award)

COMPLIANCE REQUIREMENTS

2 CFR § 200.339 – REMEDIES FOR NONCOMPLIANCE

If a non-Federal entity fails to comply with **the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award**, the Federal awarding agency or pass-through entity may impose additional conditions; or, in certain circumstances, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- Temporary withholding of cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity
- Disallowance of (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance
- Whole or partial suspension or termination of the Federal award
- Initiation of suspension or debarment proceedings (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency)
- Withholding of further Federal awards for the project or program
- Other remedies that may be legally available

COMPLIANCE REQUIREMENTS

Eligibility

Within their EDA Assistance Award Proposal, applicants make numerous certifications or recertifications as to their eligibility to receive a federal award, among other certifications.

Falsely certifying to any material fact or representation contained in a certification is fraud.

CASE EXAMPLE

Eligibility

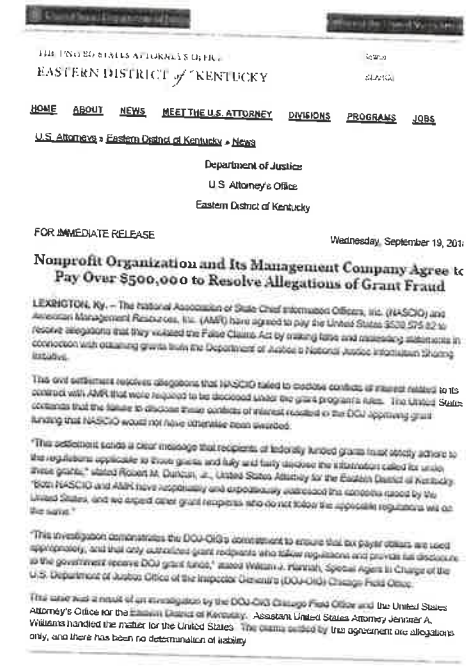
Allegations Included:

- Nonprofit organization made false and misleading statements to obtain federal grant funding
- Failure to disclose conflicts of interest that were required to be disclosed

Outcome:

- Nonprofit agreed to pay $528,575.82 to resolve allegations they violated the False Claims Act

Double-click below for more information



EASTERN DISTRICT of KENTUCKY

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Department of Justice
U.S. Attorney's Office
Eastern District of Kentucky

FOR IMMEDIATE RELEASE

Wednesday, September 19, 201

Nonprofit Organization and Its Management Company Agree to Pay Over $500,000 to Resolve Allegations of Grant Fraud

LEXINGTON, Ky. – The National Association of State Chief Information Officers, Inc. (NASCIO) and American Management Resources, Inc. (AMR) have agreed to pay the United States $528,575.82 to resolve allegations that they violated the False Claims Act by making false and misleading statements in connection with obtaining grants from the Department of Justice's National Justice Information Sharing Initiative.

The civil settlement resolves allegations that NASCIO failed to disclose conflicts of interest related to its contract with AMR that were required to be disclosed under the grant program's rules. The United States contends that the failure to disclose these conflicts of interest resulted in the DOJ approving grant funding that NASCIO would not have otherwise been awarded.

"This settlement sends a clear message that recipients of federally funded grants must strictly adhere to the regulations applicable to those grants and fully and fairly disclose the information called for under those grants," stated Robert M. Duncan, Jr., United States Attorney for the Eastern District of Kentucky. "Both NASCIO and AMR have responsibly and expeditiously addressed the concerns raised by the United States, and we expect other grant recipients who do not follow the applicable regulations will do the same."

"This investigation demonstrates the DOJ-OIG's commitment to ensure that tax payer dollars are used appropriately, and that only authorized grant recipients who follow regulations and provide full disclosure to the government receive DOJ grant funds," stated William J. Hannah, Special Agent in Charge of the U.S. Department of Justice Office of the Inspector General's (DOJ-OIG) Chicago Field Office.

This case was a result of an investigation by the DOJ-OIG Chicago Field Office and the United States Attorney's Office for the Eastern District of Kentucky. Assistant United States Attorney Jennifer A. Williams handled the matter for the United States. The claims settled by the agreement are allegations only, and there has been no determination of liability.

COMPLIANCE REQUIREMENTS

Duplication of Benefits is Prohibited

2 CFR § 200.1 – Improper Payment

Improper payment means any payment that should not have been made or that was made in an incorrect amount under statutory, contractual, administrative, or other legally applicable requirements. This includes overpayments or underpayments to eligible recipients (including inappropriate denials of payment or service, any payment that does not account for credit for applicable discounts, payments that are for an incorrect amount, and **duplicate payments**). It also includes any payment that was made to an ineligible recipient or for an ineligible good or service, or payments for goods or services not received (except for such payments authorized by law).

Other Federal Awards with Similar Programmatic Activities

"The recipient must immediately provide written notification to the DOC Program Officer and the DOC Grants Officer if, subsequent to receipt of the DOC Award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC Award. DOC will not pay for costs that are funded by other sources." *EDA Standard Terms and Conditions for Construction Projects, March 22, 2021*

CASE EXAMPLE

Duplication of Benefits

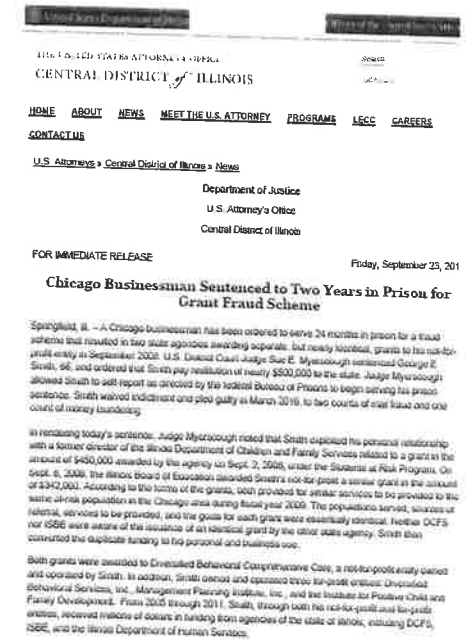
Allegations Included:

- Not-for-profit owner applied for funding for similar services
- Owner converted the duplicate funding for his personal and business use

Outcome:

- Owner pleaded guilty to mail fraud and money laundering
- Sentenced to 24 months in prison
- Ordered to pay $480,901 in restitution

Double-click below for more information



CENTRAL DISTRICT of ILLINOIS

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Central District of Illinois

FOR IMMEDIATE RELEASE

Friday, September 23, 201

Chicago Businessman Sentenced to Two Years in Prison for Grant Fraud Scheme

Springfield, Ill. – A Chicago businessman has been ordered to serve 24 months in prison for a fraud scheme that resulted in two state agencies awarding separate, but nearly identical, grants to his not-for-profit entity in September 2008. U.S. District Court Judge Sue E. Myerscough sentenced George E. Smith, 66, and ordered that Smith pay restitution of nearly $500,000 to the state. Judge Myerscough allowed Smith to self-report as directed by the federal Bureau of Prisons to begin serving his prison sentence. Smith waived indictment and pled guilty in March 2010, to two counts of mail fraud and one count of money laundering.

In rendering today's sentence, Judge Myerscough noted that Smith exploited his personal relationship with a former director of the Illinois Department of Children and Family Services related to a grant in the amount of $450,000 awarded by the agency on Sept. 2, 2008, under the Students at Risk Program. On Sept. 8, 2008, the Illinois Board of Education awarded Smith's not-for-profit a similar grant in the amount of $342,000. According to the terms of the grants, both provided for similar services to be provided to the same at-risk population in the Chicago area during fiscal year 2009. The populations served, sources of referral, services to be provided, and the goals for each grant were essentially identical. Neither DCFS nor ISBE were aware of the issuance of an identical grant by the other state agency. Smith then converted the duplicate funding to his personal and business use.

Both grants were awarded to Diversified Behavioral Comprehensive Care, a not-for-profit entity owned and operated by Smith. In addition, Smith owned and operated three for-profit entities: Diversified Behavioral Services, Inc., Management Planning Institute, Inc., and the Institute for Positive Child and Family Development. From 2005 through 2011, Smith, through both his not-for-profit and for-profit entities, received millions of dollars in funding from agencies of the state of Illinois, including DCFS, ISBE, and the Illinois Department of Human Services.

COMPLIANCE REQUIREMENTS

Matching Funds

- The non-Federal share of the approved project budget (aka the "matching share" or "local share") must be borne by the recipient or provided to the recipient by a third party as a contribution for the purposes of and subject to the terms of the award.

- The applicant must document that the matching share **will**:
  - Be committed to the project for the period of performance
  - Be available as needed
  - Not be conditioned or encumbered in any way that may preclude its use consistent with the requirements of EDA investment assistance

- Applicants must submit, for each source of matching share, a commitment letter or equivalent document signed by an authorized representative of the organization providing the matching funds. *Additional documentation may be requested by EDA in order to substantiate the availability of the matching funds.*

CASE EXAMPLE

Matching Funds

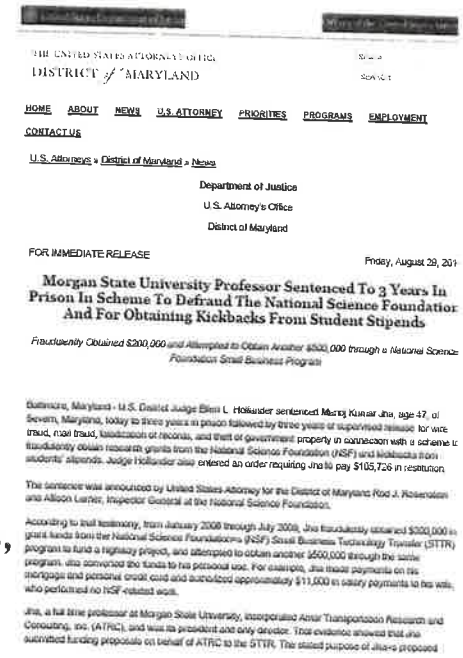
Double-click below for more information

Allegations Included:

- Small business owner made several false statements and misrepresentations to obtain federal grant funding
- Owner misrepresented that he obtained a $100,000 investment from a third party in order to qualify for federal matching funds
- Owner converted grant funds to personal use

Outcome:

- Owner convicted at trial for wire fraud, mail fraud, falsification of records, and theft of government property
- Sentenced to 36 months in prison
- Ordered to pay $105,726 in restitution
- Owner debarred for 5 years



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FOR IMMEDIATE RELEASE

Friday, August 29, 201

Morgan State University Professor Sentenced To 3 Years In Prison In Scheme To Defraud The National Science Foundation And For Obtaining Kickbacks From Student Stipends

Fraudulently Obtained $200,000 and Attempted to Obtain Another $500,000 through a National Science Foundation Small Business Program

Baltimore, Maryland - U.S. District Judge Ellen L. Hollander sentenced Manoj Kumar Jha, age 47, of Severn, Maryland, today to three years in prison followed by three years of supervised release for wire fraud, mail fraud, falsification of records, and theft of government property in connection with a scheme to fraudulently obtain research grants from the National Science Foundation (NSF) and kickbacks from students' stipends. Judge Hollander also entered an order requiring Jha to pay $105,726 in restitution.

The sentence was announced by United States Attorney for the District of Maryland Rod J. Rosenstein and Allison Lerner, Inspector General of the National Science Foundation.

According to trial testimony, from January 2008 through July 2009, Jha fraudulently obtained $200,000 in grant funds from the National Science Foundation's (NSF) Small Business Technology Transfer (STTR) program to fund a highway project, and attempted to obtain another $500,000 through the same program. Jha converted the funds to his personal use. For example, Jha made payments on his mortgage and personal credit card and submitted approximately $11,000 in salary payments to his wife, who performed no NSF-related work.

Jha, a full time professor at Morgan State University, incorporated Amar Transportation Research and Consulting, Inc. (ATRC), and was its president and only director. The evidence showed that Jha submitted funding proposals on behalf of ATRC to the STTR. The stated purpose of Jha's proposed

COMPLIANCE REQUIREMENTS

Mandatory Disclosure of Fraud

2 CFR § 200.113 - Mandatory disclosures

The non-Federal entity or applicant for a Federal award **must disclose**, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Failure to disclose could result in the remedies detailed in 2 CFR § 200.339 (slide 16 of this presentation).

CONSEQUENCES OF COMMITTING FRAUD

Criminal Prosecution

Lying to obtain a grant, or lying about the work performed may violate several criminal laws:

- 18 U.S.C. § 1001, False Statements (up to 5 years in prison, forfeiture and $250K fine)
- 18 U.S.C. § 641, Theft of Federal Property (up to 10 years in prison, forfeiture and $250K fine)
- 18 U.S.C. § 1343, Wire Fraud (up to 20 years in prison, forfeiture and $250K fine)
- 18 U.S.C. § 666, Theft or bribery concerning programs receiving Federal funds (up to 10 years in prison, forfeiture and $250K fine)

Fines for organizations may be as high as $500K

Criminal forfeiture = full amount of the grant; personal assets can be seized to satisfy forfeiture or fine

CONSEQUENCES OF COMMITTING FRAUD (CONTINUED)

Civil Prosecution

In addition to or in lieu of criminal prosecution

Civil False Claims Act, 31 U.S.C. §§ 3729-3733

- Liability includes up to treble damages (3x actual damages) and a civil penalty of up to $23,607 for each false claim
- False claims liability may include payments received when the government relied upon false information in the award proposal, in a certification of current cost or pricing data, in a request for payment, or in progress reports
- Although the statute requires knowledge that the claim was false, knowledge includes "deliberate ignorance" or "reckless disregard of the truth"
- Whistleblowers can receive up to 30% of the recovery amount for reporting fraud via *qui tam* provisions of the False Claims Act

CONSEQUENCES OF COMMITTING FRAUD (CONTINUED)

Administrative Remedies

- Government can terminate contracts/grants tainted by fraud
- Government can suspend/debar the entity, owner, and/or employees
  - Results in prohibition from receiving any federal grants or contracts, or working as a sub-grantee on federal grants or a sub-contractor on federal contracts
  - Debarment is typically for three years, but can be for a longer period
- Administrative remedies are in addition to or in lieu of criminal and civil liability

RECOMMENDATIONS

The government retains the right to examine the status of an EDA Assistance award at any time.

Status checks include:

- Site visits
- Requests for records including financial documents and timesheets

Good recordkeeping will help ensure successful status checks and eliminate potential issues.

RECOMMENDATIONS

Good Records: Key to Protecting Yourself

Documentation

- Timesheets for hours worked by ALL involved employees
- All financial receipts, invoices and statements for expenses related to the project

Updates on the project status, including successes/failures

- Keep regular records at the business-level so you have all facts on hand if needed/requested by the government
- Documentation to support performance metrics

Records Retention Time Frames and other Requirements

- See 2 CFR § 200.334

IMPORTANT TO REMEMBER!

ecord Retention and Access

200.334 Retention requirements for records.

inancial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a perio f three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the ubmission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a ubrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The nly exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) ***If submitted for negotiation.*** If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) ***If not submitted for negotiation.*** If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

IMPORTANT TO REMEMBER!

If you are unsure about any of the requirements relating to the award of an EDA Assistance grant/cooperative agreement:

- Contact the appropriate EDA POC and provide all relevant facts
- Request written guidance from the EDA POC, and
- **Follow it!**

ADDITIONAL RESOURCES

13 CFR Chapter III – Economic Development Administration (Parts 300-315)
https://www.ecfr.gov/current/title-13/chapter-III

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II

Grant Fraud & Scams – Grants.gov
https://www.grants.gov/learn-grants/grant-fraud.html

Department of Commerce – Grants and Cooperative Agreement Manual
https://www.commerce.gov/oam/files/grants-and-cooperative-agreements-grants-manual-april-20-2021

REPORT FRAUD, WASTE, AND ABUSE

U.S. Department of Commerce
Office of Inspector General

Office of Investigations

OIG HOTLINE
Phone: (800) 424-5197

Online Complaint Form:
https://www.oig.doc.gov/Pages/Hotline.aspx#complainthotline

For more information please visit our website
www.oig.doc.gov

CERTIFICATE OF TRAINING COMPLETION

- **All EDA grantees must successfully complete this training and submit the signed completion certificate(s) to the EDA Project Officer listed in the Specific Award Conditions or via the EDGE website within 60 days of grant award.**

Failure to comply with this requirement may result in a finding of non-compliance with the terms and conditions of your award.

CERTIFICATE OF TRAINING COMPLETION

The undersigned has fully and completely reviewed this training on behalf of the applicant/awardee, understands the information presented in this training, and has the authority to make this certification as the awardee. The undersigned has also read and understood the Notice of Funding Opportunity, Specific Award Conditions, and Standard Terms and Conditions applicable to this Award. The undersigned understands providing false or misleading information during any part of the proposal, award, or performance phase of an EDA assistance award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 U.S.C. § 1001; treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729 *et seq.*; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other administrative remedies including termination of active EDA assistance awards.

_____ _____

Signature **Date**

_____

Name

_____

Entity Name

_____

Position Title

Per the training instructions, return signed either to the relevant EDA Project Officer or via the EDGE website, as applicable, within 60 days of grant award. A separate Certification is required for each Authorized Signer on the Award. This Certification must be signed by the same Individual(s) executing the Notice of Award.

EDA Award Number _____ **Certificate One**

CERTIFICATE OF TRAINING COMPLETION

The undersigned has fully and completely reviewed this training on behalf of the applicant/awardee, understands the information presented in this training, and has the authority to make this certification as the awardee. The undersigned has also read and understood the Notice of Funding Opportunity, Specific Award Conditions, and Standard Terms and Conditions applicable to this Award. The undersigned understands providing false or misleading information during any part of the proposal, award, or performance phase of an EDA assistance award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 U.S.C. § 1001; treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729 *et seq.*; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other administrative remedies including termination of active EDA assistance awards.

_____ _____

Signature **Date**

_____

Name

_____

Entity Name

_____

Position Title

Per the training instructions, return signed either to the relevant EDA Project Officer or via the EDGE website, as applicable, within 60 days of grant award. A separate Certification is required for each Authorized Signer on the Award. This Certification must be signed by the same Individual(s) executing the Notice of Award.

EDA Award Number _____ **Certificate Two**

CERTIFICATE OF TRAINING COMPLETION

The undersigned has fully and completely reviewed this training on behalf of the applicant/awardee, understands the information presented in this training, and has the authority to make this certification as the awardee. The undersigned has also read and understood the Notice of Funding Opportunity, Specific Award Conditions, and Standard Terms and Conditions applicable to this Award. The undersigned understands providing false or misleading information during any part of the proposal, award, or performance phase of an EDA assistance award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 U.S.C. § 1001; treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729 *et seq.*; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other administrative remedies including termination of active EDA assistance awards.

_____ _____

Signature **Date**

_____

Name

_____

Entity Name

_____

Position Title

Per the training instructions, return signed either to the relevant EDA Project Officer or via the EDGE website, as applicable, within 60 days of grant award. A separate Certification is required for each Authorized Signer on the Award. This Certification must be signed by the same Individual(s) executing the Notice of Award.

EDA Award Number _____ **Certificate Three**

DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS

12 November 2020

DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

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PREFACE

This document sets out the standard terms and conditions (ST&Cs) applicable to this U.S. Department of Commerce (DOC or Commerce) financial assistance award (hereinafter referred to as the DOC ST&Cs or Standard Terms). A non-Federal entity[1] receiving a DOC financial assistance award must, in addition to the assurances made as part of the application, comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, and any other terms and conditions incorporated into this DOC financial assistance award. In addition, unless otherwise provided by the terms and conditions of this DOC financial assistance award, Subparts A through E of 2 C.F.R. Part 200 and the Standard Terms are applicable to for-profit entities, foreign public entities and to foreign organizations that carry out a DOC financial assistance award.[2]

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: federal laws and regulations, applicable notices published in the *Federal Register*, E.O.s, OMB circulars, DOC ST&Cs, agency standard award conditions (if any), and specific award conditions. A specific award condition may amend or take precedence over a Standard Term on a case-by-case basis, when indicated by the specific award condition.

Some of the Standard Terms herein contain, by reference or substance, a summary of the pertinent statutes, regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), E.O.s, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (*e.g.*, SF-424s) or through DOC forms (*e.g.* Form CD-511). To the extent that it is a summary, such Standard Term provision is not in derogation of, or an amendment to, any such statute, regulation, E.O., OMB circular, certification, or assurance.

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[1] Note that the OMB Uniform Guidance uses the term "non-Federal entity" to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because some of the provisions of these DOC ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these DOC ST&Cs use the terms "non-Federal entity," "recipient," and "subrecipient" consistent with their meanings in the OMB Uniform Guidance. In addition, the OMB Uniform Guidance uses the term "pass-through entity" to refer to a non-Federal entity that makes a subaward. As defined at 2 C.F.R. § 200.1:
"Non-Federal entity" is "a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient."
"Recipient" is "an entity, usually but not limited to non-Federal entities, that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award."
"Subrecipient" is "an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency."
"Pass-through entity" is "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

[2] *See* 2 C.F.R. § 200.1 for the definitions of "foreign public entity" and "foreign organization."

DOC commenced implementation of the Research Terms and Conditions (RT&Cs) for Federal awards effective October 1, 2017; the RT&Cs address and implement the Uniform Guidance issued by OMB. For awards designated on the Form CD-450 (Financial Assistance Award) as Research, both the DOC ST&Cs and the RT&Cs as implemented by DOC apply to the award. The RT&Cs as well as the DOC implementation statement, agency specific requirements, prior approval matrix, subaward requirements, and national policy requirements are posted on the National Science Foundation's website – https://www.nsf.gov/awards/managing/rtc.jsp. The DOC ST&Cs and the RT&Cs are generally intended to harmonize with each other; however, where the DOC ST&Cs and the RT&Cs differ in a Research award, the RT&Cs prevail, unless otherwise indicated in a specific award condition.

A. PROGRAMMATIC REQUIREMENTS

.01 Reporting Requirements

a. Recipients must submit all reports as required by DOC, electronically or, if unable to submit electronically, in hard copy, as outlined below and as may be supplemented by the terms and conditions of a specific DOC award.

b. Performance (Technical) Reports. Recipients must submit performance (technical) reports to the Program Officer. Performance (technical) reports should be submitted in the same frequency as the Form SF-425 (Federal Financial Report), unless otherwise directed by the Grants Officer.

1. Performance (technical) reports must contain the information prescribed in 2 C.F.R. § 200.329 (Monitoring and reporting program performance), unless otherwise specified in the award conditions.

2. As appropriate and in accordance with the format provided by the Program Officer (or other OMB-approved information collections, including the Research Program Performance Report [RPPR] as adopted by DOC for use in research awards), recipients are required to relate financial data to the performance accomplishments of this Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The recipient's performance will be measured in a way that will help DOC to improve program outcomes, share lessons learned, and spread the adoption of best or promising practices. As described in 2 C.F.R. § 200.211 (Information contained in a Federal award), DOC will identify the timing and scope of expected performance by the recipient as related to the outcomes intended to be achieved by the Federal program.

3. Recipients (or pass-through entities as applicable) must submit a final performance report within 120 calendar days after the expiration of the period of performance. The subrecipient is required to submit its final performance report to the pass-through entity within 90 calendar days unless an extension has been granted.

c. Financial Reports. In accordance with 2 C.F.R. § 200.328 (Financial reporting), the recipient must submit a Form SF-425 (Federal Financial Report) or any successor form on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a specific award condition. Reports must be submitted to DOC as directed by the Grants Officer, in accordance with the award conditions and are due no later than 30 calendar days following the end of each reporting period. Recipients (or pass-through entities as applicable) must submit a final Form SF-425 within 120 calendar days after the expiration of the period of performance. The subrecipient is required to submit its financial report to the pass-through entity within 90 calendar days unless an extension has been granted. A recipient may submit a final financial report in lieu of an interim financial report due at the end of the period of performance (*e.g.*, in lieu of submitting a financial report for the last semi-annual or other reporting under an award, a recipient may submit a final (cumulative) financial report covering the entire award period).

d. Real Property, Tangible Personal Property and Intangible Property Reports and Requests for Dispositions. Unless otherwise required by the terms and conditions of a DOC financial assistance award, where real property, tangible personal property or intangible property is acquired or improved (in the case of real property or tangible personal property), or produced or acquired (in the case of intangible property), pursuant to a DOC award, non-Federal entities are required to submit the following real property, tangible personal property and intangible property reports (as appropriate):

1. Real Property Status Reports and Requests for Dispositions: Non-Federal entities must submit reports using Form SF-429 (Real Property Status Report) or any successor form, including appropriate attachments thereto, at least annually disclosing the status of real property that is Federally-owned property or real property in which the Federal Government retains a Federal Interest, unless the Federal Interest in the real property extends 15 years or longer. In cases where the Federal Interest attached is for a period of 15 years or more, the DOC or pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or, the DOC or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years). In addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-429, with appropriate attachments, relating to a non-Federal entity's request to acquire, improve or contribute real property under a DOC financial assistance award.
Non-Federal entities wishing to dispose of real property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-429, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.311(c). *See also* the real property standards set forth in Section C. of these Standard Terms (Property Standards).

2. Tangible Personal Property Status Reports and Requests for Dispositions: DOC or a pass-through entity may also require a non-Federal entity to submit periodic reports using Form SF-428 (Tangible Personal Property Report) or any successor form, including appropriate attachments thereto, concerning tangible personal property that is Federally-owned or tangible personal property in which the Federal Government retains an interest. In

addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-428 in connection with a non-Federal entity's request to dispose of tangible personal property acquired under a DOC financial assistance award. Non-Federal entities wishing to dispose of tangible personal property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-428, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.313(e). *See also* the tangible property standards set forth in Section C. of these Standard Terms (Property Standards).

3. Intangible Property Status Reports and Requests for Dispositions: The specific requirements governing the development, reporting, and disposition of rights to intangible property, including inventions and patents resulting from DOC awards, are set forth in 37 C.F.R. Part 401, which is hereby incorporated by reference into this award. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.iedison.gov. Non-Federal entities may obtain a waiver of this electronic submission requirement by providing to the Grants Officer compelling reasons for allowing the submission of paper reports. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e). *See also* the intangible property standards set forth in Section C. of these Standard Terms (Property Standards).

e. Subawards and Executive Compensation Reports. For reporting requirements on subawards and Executive Compensation, see paragraph G.05.o of these Standard Terms (The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)).

f. Recipient Integrity and Performance Matters. For reporting requirements pertaining to integrity and performance matters, see paragraph G.05.p of these Standard Terms (Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)).

g. Research Performance Progress Reports. All research awards shall submit the Research Performance Progress Report (RPPR) in accordance with instructions set forth in the following link: RPPR Instructions.

.02 Revisions of Program Plans

In accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)), the recipient must obtain prior written approval from the DOC Grants Officer for certain proposed programmatic change requests, unless otherwise provided by the terms and conditions of a DOC award. Requests for prior approval for changes to program plans must be submitted to the Federal Program Officer (or electronically for awards administered through Grants Online). Requests requiring prior DOC approval are not effective unless and until approved in writing by the DOC Grants Officer.

.03 Other Federal Awards with Similar Programmatic Activities

The recipient must immediately provide written notification to the DOC Program Officer and the DOC Grants Officer if, subsequent to receipt of the DOC award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.

.04 Prohibition against Assignment by a Non-Federal Entity

A non-Federal entity must not transfer, pledge, mortgage, assign, encumber or hypothecate a DOC financial assistance award or subaward, or any rights to, interests therein or claims arising thereunder, to any party or parties, including but not limited to banks, trust companies, other financing or financial institutions, or any other public or private organizations or individuals without the express prior written approval of the DOC Grants Officer or the pass-through entity (which, in turn, may need to obtain prior approval from the DOC Grants Officer).

.05 Disclaimer Provisions

a. The United States expressly disclaims all responsibility or liability to the non-Federal entity or third persons (including but not limited to contractors) for the actions of the non-Federal entity or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any subaward, contract, or subcontract under this award.

b. The acceptance of this award or any subaward by the non-Federal entity does not in any way constitute an agency relationship between the United States and the non-Federal entity or the non-Federal entity's contractors or subcontractors.

.06 Unsatisfactory Performance or Non-Compliance with Award Provisions

a. Failure to perform the work in accordance with the terms of the award and maintain satisfactory performance as determined by DOC may result in the imposition of additional award conditions pursuant to 2 C.F.R. § 200.208 (Specific conditions) or other appropriate enforcement action as specified in 2 C.F.R. § 200.339 (Remedies for noncompliance).

b. Failure to comply with the provisions of an award will be considered grounds for appropriate enforcement action pursuant to 2 C.F.R. § 200.339 (Remedies for noncompliance), including but not limited to: the imposition of additional award conditions in accordance with 2 C.F.R. § 200.208 (Specific conditions); temporarily withholding award payments pending the correction of the deficiency; changing the payment method to reimbursement only; the disallowance of award costs and the establishment of an accounts receivable; wholly or partially suspending or terminating an award; initiating suspension or debarment proceedings in accordance with 2 C.F.R. Parts 180 and 1326; and such other remedies as may be legally available.

c. 2 C.F.R. §§ 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to an award that is terminated prior to the end of the period of performance

due to the non-federal entity's material failure to comply with the award terms and conditions. In addition, the failure to comply with the provisions of a DOC award may adversely impact the availability of funding under other active DOC or Federal awards and may also have a negative impact on a non-Federal entity's eligibility for future DOC or Federal awards.

B. FINANCIAL REQUIREMENTS

.01 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a) (Financial Management), each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State's own funds. In addition, the State's and any other non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions applicable to the Federal award. *See also* 2 C.F.R. § 200.450 (Lobbying) for additional management requirements to verify that Federal funds are not used for unallowable lobbying costs.

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b). *See also* 2 C.F.R. §§ 200.334 (Retention requirements for records); 200.335 (Requests for transfer of records); 200.336 (Methods for collection, transmission and storage of information); 200.337 (Access to records); and 200.338 (Restrictions on public access to records).

.02 Award Payments

a. Consistent with 2 C.F.R. § 200.305(a) (Federal payment), for States, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 (Rules and Procedures for Efficient Federal-State Funds Transfers) and Treasury Financial Manual Volume I, 4A-2000 (Overall Disbursing Rules for All Federal Agencies).

b. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

1. The Grants Officer determines the appropriate method of payment and, unless otherwise stated in a specific award condition, the advance method of payment must be authorized. Advances must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. Unless otherwise provided by the terms and conditions of a DOC award, non-Federal entities must time advance payment requests so that Federal funds are on hand for a maximum of 30 calendar days before being disbursed by the

non-Federal entity for allowable award costs.

2. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity or if a non-Federal entity otherwise fails to continue to qualify for the advance method of payment, the Grants Officer or the pass-through entity may change the method of payment to reimbursement only.

c. Unless otherwise provided for in the award terms, payments from DOC to recipients under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP) system. Under the ASAP system, payments are made through preauthorized electronic funds transfers directly to the recipient's bank account, in accordance with the requirements of the Debt Collection Improvement Act of 1996. To receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which allows them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts. The following information will be required to make withdrawals under ASAP:

1. ASAP account number – the Federal award identification number found on the cover sheet of the award;

2. Agency Location Code (ALC); and

3. Region Code.

d. Recipients enrolled in the ASAP system do not need to submit a Form SF-270 (Request for Advance or Reimbursement) for payments relating to their award. Awards paid under the ASAP system will contain a specific award condition, clause, or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system.

e. When the Form SF-270 or successor form is used to request payment, the recipient must submit the request no more than monthly, and advances must be approved for periods to cover only expenses reasonably anticipated over the next 30 calendar days. Prior to receiving payments via the Form SF-270, the recipient must complete and submit to the Grants Officer the Form SF-3881 (ACH Vendor Miscellaneous Payment Enrollment Form) or successor form along with the initial Form SF-270. Form SF-3881 enrollment must be completed before the first award payment can be made via a Form SF-270 request.

f. The Federal award identification number must be included on all payment-related correspondence, information, and forms.

g. Non-Federal entities receiving advance award payments must adhere to the depository requirements set forth in 2 C.F.R. §§ 200.305(b)(7) through (b)(11). Interest amounts up to $500 per non-Federal entity's fiscal year may be retained by the non-Federal entity for administrative expenses.

.03 Federal and Non-Federal Sharing

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares must be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs exceed the total approved budget, the Federal share must not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or third-party in-kind contributions, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or third-party in-kind contributions. In any case, the recipient must meet its cost share commitment as set forth in the terms and conditions of the award; failure to do so may result in the assignment of specific award conditions or other further action as specified in Standard Term A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). The non-Federal entity must create and maintain sufficient records justifying all non-Federal sharing requirements to facilitate questions and audits; see Section D of these Standard Terms (Audits), for audit requirements. *See* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.04 Budget Changes and Transfer of Funds among Categories

a. Recipients are required to report deviations from the approved award budget and request prior written approval from DOC in accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)). Requests for such budget changes must be submitted to the Grants Officer (or electronically for awards serviced through Grants Online) who will notify the recipient of the final determination in writing. Requests requiring prior DOC approval do not become effective unless and until approved in writing by the DOC Grants Officer.

b. In accordance with 2 C.F.R. § 200.308(f), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is equal to or less than the simplified acquisition threshold. For awards in which the Federal share of the project exceeds the simplified acquisition threshold, transfers of funds among direct cost categories must be approved in writing by the Grants Officer when the cumulative amount of such direct costs transfers exceeds 10 percent of the total budget as last approved by the Grants Officer. The 10 percent threshold applies to the total Federal and non-Federal funds authorized by the Grants Officer at the time of the transfer request. This is the accumulated amount of Federal funding obligated to date by the Grants Officer along with any non-Federal share. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without Grants Officer approval. Any transfer that causes any Federal appropriation, or part thereof, to be used for an unauthorized purpose is not and will not be permitted. In addition, this provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (Revision

of budget and program plans) (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

.05 Program Income

Unless otherwise indicated in the award terms, program income may be used for any required cost sharing or added to the project budget, consistent with 2 C.F.R. § 200.307 (Program income).

.06 Indirect or Facilities and Administrative Costs

a. Indirect costs (or facilities and administration costs (F&A)) for major institutions of higher education and major nonprofit organizations can generally be defined as costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Indirect costs will not be allowable charges against an award unless permitted under the award and specifically included as a line item in the award's approved budget.

b. Unrecovered indirect costs, including unrecovered indirect costs on cost sharing or matching, may be included as part of cost sharing or matching as allowed under 2 C.F.R. § 200.306(c) (Cost sharing or matching) or the terms and conditions of a DOC award.

c. Cognizant Agency for Indirect (F&A) Costs. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with non-Federal entities in common areas. The cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. In accordance with Appendices III – VII to 2 C.F.R. Part 200 the cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. With respect to for-profit organizations, the term cognizant Federal agency generally is defined as the agency that provides the largest dollar amount of negotiated contracts, including options. *See* 48 C.F.R. § 42.003. If the only Federal funds received by a commercial organization are DOC award funds, then DOC becomes the cognizant Federal agency for indirect cost negotiations.

1. General Review Procedures Where DOC is the Cognizant Agency.

   i. Within 90 calendar days of the award start date, the recipient must submit to the Grants Officer any documentation (indirect cost proposal, cost allocation plan, etc.) necessary to allow DOC to perform the indirect cost rate proposal review. Below are two sources available for guidance on how to put an indirect cost plan together:

   (A) Department of Labor: https://www.dol.gov/oasam/boc/dcd/np-comm-guide.htm or
   (B) Department of the Interior: https://www.doi.gov/ibc/services/finance/indirect-Cost-Services/.

   ii. The recipient may use the rate proposed in the indirect cost plan as a provisional rate until the DOC provides a response to the submitted plan.

iii. The recipient is required to annually submit indirect cost proposals no later than six months after the recipient's fiscal year end, except as otherwise provided by 2 C.F.R. § 200.414(g).

2. When DOC is not the oversight or cognizant Federal agency, the recipient must provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement within 30 calendar days of receipt of a negotiated rate agreement or submission of a negotiated rate proposal.

3. If the recipient is proposing indirect costs as part of a project budget, but is not required to have a negotiated rate agreement pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b (*i.e.*, a governmental department or agency that receives $35 million or less in direct Federal funding), the recipient may be required to provide the Grants Officer with a copy of its Certificate of Indirect Costs as referenced in 2 C.F.R. Part 200, Appendix VII, Paragraph D.3. or such other documentation, acceptable in form and substance to the Grants Officer, sufficient to confirm that proposed indirect costs are calculated and supported by documentation in accordance with 2 C.F.R. Part 200, Appendix VII. In cases where the DOC is the recipient's cognizant Federal agency, the DOC reserves the right, pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b, to require the recipient to submit its indirect cost rate proposal for review by DOC.

d. If the recipient fails to submit required documentation to DOC within 90 calendar days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

e. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient is the lesser of:

1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or

2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, in accordance with 2 C.F.R 200 Appendix III, C.7, provided that the rate is approved on or before the award end date.

f. In accordance with 2 CFR § 200.414(c)(3), DOC set forth policies, procedures, and general decision-making criteria for deviations from negotiated indirect cost rates. These policies and procedures are applicable to all Federal financial assistance programs awarded and administered by DOC bureaus as Federal awarding agencies and may be found at http://www.osec.doc.gov/oam/grants_management/policy/documents/FAM%202015-02.pdf.

g. In accordance with 2 CFR § 200.414(g), any non-Federal entity that has a negotiated indirect cost rate may apply to the entity's cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

h. In accordance with 2 CFR § 200.414(f), any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in paragraph D.1.b of Appendix VII to 2 CFR Part 200, may elect to charge a de minimis rate of 10 percent of modified total direct costs. No documentation is required to justify the 10 percent de minimis indirect cost rate.

.07 Incurring Costs or Obligating Federal Funds Before and After the Period of Performance

a. In accordance with 2 C.F.R. § 200.309 (Modifications to Period of Performance) and the terms and conditions of a DOC award, a non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance, which is established in the award document. As defined at 2 C.F.R. § 200.1, the "period of performance" means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the Period of Performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period." The period of performance may sometimes be referred to as the project period or award period. This Standard Term is subject to exceptions for allowable costs pertaining to: (i) pre-award costs (*see* 2 C.F.R. § 200.458); (ii) publication and printing costs (*see* 2 C.F.R. § 200.461); and administrative costs incurred relating to the close-out of an award (*see* 2 C.F.R. § 200.344).

b. Reasonable, necessary, allowable and allocable administrative award closeout costs are authorized for a period of up to 120 calendar days following the end of the period of performance. For this purpose, award closeout costs are those strictly associated with close-out activities and are typically limited to the preparation of final progress, financial, and required project audit reports, unless otherwise approved in writing by the Grants Officer. A non-Federal entity may request an extension of the 120-day closeout period, as provided in 2 C.F.R. § 200.344 (Closeout).

c. Unless authorized by a specific award condition, any extension of the period of performance may only be authorized by the Grants Officer in writing. This is not a delegable authority. Verbal or written assurances of funding from anyone other than the Grants Officer does not constitute authority to obligate funds for programmatic activities beyond the end of the period of performance.

d. The DOC has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the period of performance is at the sole discretion of DOC.

.08 Tax Refunds

The non-Federal entity shall contact the Grants Officer immediately upon receipt of the refund of any taxes, including but not limited to Federal Insurance Contributions Act (FICA) taxes, Federal Unemployment Tax Act (FUTA) taxes, or Value Added Taxes (VAT) that were allowed as charges to a DOC award, regardless of whether such refunds are received by the non-Federal entity during or after the period of performance. The Grants Officer will provide written disposition instructions to the non-Federal entity, which may include the refunded taxes being credited to the award as either a cost reduction or a cash refund, or may allow the non-Federal entity to use such refunds for approved activities and costs under a DOC award. *See* 2 C.F.R. § 200.470 (Taxes (including Value Added Tax)).

.09 Internal Controls

Each recipient must comply with standards for internal controls described at 2 C.F.R. § 200.303 (Internal controls). The "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States referenced in § 200.303 are available online at http://www.gao.gov/assets/80/76455.pdf and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) is available online at Internal Control Guidance.

C. PROPERTY STANDARDS

.01 Standards

Each non-Federal entity must comply with the Property Standards set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship).

.02 Real and Personal Property

a. In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and other personal property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life, as determined by the Grants Officer in consultation with the Program Office, during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the non-Federal entity must comply with all use and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship), as applicable, and in the terms and conditions of the Federal award.

b. The Grants Officer may require a non-Federal entity to execute and to record (as applicable) a statement of interest, financing statement (form UCC-1), lien, mortgage or other public notice of record to indicate that real or personal property acquired or improved in whole or in part with Federal funds is subject to the Federal Interest, and that certain use and disposition

requirements apply to the property. The statement of interest, financing statement (Form UCC 1), lien, mortgage or other public notice must be acceptable in form and substance to the DOC and must be placed on record in accordance with applicable State and local law, with continuances re-filed as appropriate. In such cases, the Grants Officer may further require the non-Federal entity to provide the DOC with a written statement from a licensed attorney in the jurisdiction where the property is located, certifying that the Federal Interest has been protected, as required under the award and in accordance with applicable State and local law. The attorney's statement, along with a copy of the instrument reflecting the recordation of the Federal Interest, must be returned to the Grants Officer. Without releasing or excusing the non-Federal entity from these obligations, the non-Federal entity, by execution of the financial assistance award or by expending Federal financial assistance funds (in the case of a subrecipient), authorizes the Grants Officer and/or program office to file such notices and continuations as it determines to be necessary or convenient to disclose and protect the Federal Interest in the property. The Grants Officer may elect not to release any or a portion of the Federal award funds until the non-Federal entity has complied with this provision and any other applicable award terms or conditions, unless other arrangements satisfactory to the Grants Officer are made.

.03 Intellectual Property Rights

a. General. The rights to any work or other intangible property produced or acquired under a Federal award are determined by 2 C.F.R. § 200.315 (Intangible property). The non-Federal entity owns any work produced or purchased under a Federal award subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

b. Inventions. Unless otherwise provided by law, the rights to any invention made by a non-Federal entity under a DOC financial assistance award are determined by the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and as codified in 35 U.S.C. § 200 *et seq.*, and modified by E.O. 12591 (52 FR 13414), as amended by E.O. 12618 (52 FR 48661). 35 U.S.C. § 201(h) defines "small business firm" as "a small business concern as defined at section 2 of Public Law 85–536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration." Section 1(b)(4) of E.O. 12591 extended the Bayh-Dole Act to non-Federal entities "regardless of size" to the extent permitted by law. The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards are described in more detail in 37 C.F.R. Part 401, which implements 35 U.S.C. 202 through 204 and includes standard patent rights clauses in 37 C.F.R. § 401.14, which is hereby incorporated by reference into this award.

The Bayh-Dole regulations set forth in 37 C.F.R. parts 401 and 404 were amended by 83 FR 15954, with an effective date of May 14, 2018 (Amended Bayh-Dole Regulations). The Amended Bayh-Dole Regulations apply to all new financial assistance awards issued on or after May 14, 2018. The Amended Bayh-Dole Regulations do not apply to financial assistance awards issued prior to May 14, 2018, including amendments made to such awards, unless an award amendment includes a specific condition incorporating the Amended Bayh-Dole Regulations into the terms and conditions of the subject award.

1. Ownership. A non-Federal entity may have rights to inventions in accordance with 37 C.F.R. Part 401. These requirements are technical in nature and non-Federal entities are encouraged to consult with their Intellectual Property counsel to ensure the proper interpretation of and adherence to the ownership rules. Unresolved questions pertaining to a non-Federal entities' ownership rights may further be addressed to the Grants Officer.

2. Responsibilities - iEdison. The non-Federal entity must comply with all the requirements of the standard patent rights clause and 37 C.F.R. Part 401, including the standard patent rights clause in 37 C.F.R. § 401.14. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.iedison.gov. Non-Federal entities may obtain a waiver of this electronic submission requirement by providing the Grants Officer with compelling reasons for allowing the submission of paper reports.

c. Patent Notification Procedures. Pursuant to E.O. 12889 (58 FR 69681), the DOC is required to notify the owner of any valid patent covering technology whenever the DOC or a non-Federal entity, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure proper notification, if the non-Federal entity uses or has used patented technology under this award without a license or permission from the owner, the non-Federal entity must notify the Grants Officer.

This notice does not constitute authorization or consent by the Government to any copyright or patent infringement occurring under the award.

d. A non-Federal entity may copyright any work produced under a Federal award, subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work, or authorize others to do so for Government purposes. Works jointly authored by DOC and non-Federal entity employees may be copyrighted, but only the part of such works authored by the non-Federal entity is protectable in the United States because, under 17 U.S.C. § 105, copyright protection is not available within the United States for any work of the United States Government. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the non-Federal entity to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking primary dissemination of the work.

e. Freedom of Information Act (FOIA). In response to a FOIA request for research data relating to published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOC will request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.

D. AUDITS

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, §§ 1 *et seq.*, an audit of the award may be conducted at any time. The Inspector General of the DOC, or any of his or her duly authorized representatives, must have the right to access any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This right also includes timely and reasonable access to the non-Federal entity's personnel for interview and discussion related to such documents. *See* 2 C.F.R. § 200.337 (Access to records). When the DOC Office of Inspector General (OIG) requires a program audit on a DOC award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with DOC, or any other Federal, State, or local audit entity.

.01 Organization-Wide, Program-Specific, and Project Audits

a. A recipient must, within 90 days of the end of its fiscal year, notify the Grants Officer of the amount of Federal awards, including all DOC and non-DOC awards, that the recipient expended during its fiscal year.

b. Recipients that are subject to the provisions of Subpart F of 2 C.F.R. Part 200 and that expend $750,000 or more in a year in Federal awards during their fiscal year must have an audit conducted for that year in accordance with the requirements contained in Subpart F of 2 C.F.R. Part 200. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted electronically to the Federal Audit Clearinghouse (FAC) through the FAC's Internet Data Entry System (IDES) (https://harvester.census.gov/facides/). In accordance with 2 C.F.R. § 200.425 (Audit services), the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer.

c. Unless otherwise specified in the terms and conditions of the award, entities that are not subject to Subpart F of 2 C.F.R. Part 200 (e.g., for-profit entities, foreign public entities and foreign organizations) and that expend $750,000 or more in DOC funds during their fiscal year (including both as a recipient and a subrecipient) must submit to the Grants Officer either: (i) a financial related audit of each DOC award or subaward in accordance with Generally Accepted Government Auditing Standards (GAGAS); or (ii) a project specific audit for each award or subaward in accordance with the requirements contained in 2 C.F.R. § 200.507. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted to the Grants Officer. In accordance with 2 C.F.R. § 200.425, the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer. Entities that are not subject to Subpart F of 2 C.F.R. Part 200 and that expend less than $750,000 in DOC funds in a given fiscal year are

not required to submit an audit(s) for that year, but must make their award-related records available to DOC or other designated officials for review and audit.

d. Recipients are responsible for compliance with the above audit requirements and for informing the Grants Officer of the status of their audit, including when the relevant audit has been completed and submitted in accordance with the requirements of this section. Failure to provide audit reports within the timeframes specified above may result in appropriate enforcement action, up to and including termination of the award, and may jeopardize eligibility for receiving future DOC awards.

e. In accordance with 2 C.F.R. § 200.332(d)(3), pass-through entities are responsible for issuing a management decision for applicable audit findings pertaining only to the Federal award provided by the pass-through entity to a subrecipient.

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC. For this reason, the recipient should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A recipient whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. The recipient has 30 calendar days from the date of the transmittal of the draft audit report to submit written comments and documentary evidence.

2. The recipient has 30 calendar days from the date of the transmittal of the final audit report to submit written comments and documentary evidence.

3. The DOC will review the documentary evidence submitted by the recipient and will notify the recipient of the results in an *Audit Resolution Determination Letter*. The recipient has 30 calendar days from the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal, unless this deadline is extended in writing by the DOC. The appeal is the last opportunity for the recipient to submit written comments and documentary evidence to the DOC to dispute the validity of the audit resolution determination.

4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of applicable interest, penalties and administrative fees on the debt in accordance with 15 C.F.R. Part 19. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively.

5. The DOC will review the recipient's appeal and notify the recipient of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, DOC will not accept any further documentary evidence from the recipient. No other administrative appeals are available in DOC.

E. DEBTS

.01 Payment of Debts Owed to the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed to the Federal Government. Any funds paid to a non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal government. In accordance with 2 C.F.R. § 200.346 (Collection of amounts due), if not paid within 90 calendar days after demand, DOC may reduce a debt owed to the Federal Government by:

1. Making an administrative offset against other requests for reimbursement;

2. Withholding advance payments otherwise due to the non-Federal entity; or

3. Taking any other action permitted by Federal statute.

The foregoing does not waive any claim on a debt that DOC may have against another entity, and all rights and remedies to pursue other parties are preserved.

b. DOC debt collection procedures are set out in 15 C.F.R. Part 19. In accordance with 2 C.F.R. § 200.346 (Collection of amounts due) and 31 U.S.C. § 3717, failure to pay a debt owed to the Federal Government must result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Commerce entities will transfer any Commerce debt that is delinquent for more than 120 calendar days to the U.S. Department of the Treasury's Financial Management Service for debt collection services, a process known as cross-servicing, pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12, and 15 C.F.R. § 19.9. DOC may also take further action as specified in DOC ST&C A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). Funds for payment of a debt must not come from other Federally-sponsored programs, and the DOC may conduct on-site visits, audits, and other reviews to verify that other Federal funds have not been used to pay a debt.

.02 Late Payment Charges

a. Interest will be assessed on the delinquent debt in accordance with section 11 of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3717(a)). The minimum annual interest rate to be assessed is the U.S. Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm and also published by the Department of the Treasury in the *Federal Register* (http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR) and in the *Treasury Financial Manual Bulletin*. The assessed rate must remain fixed for the duration of the indebtedness.

b. Penalties will accrue at a rate of not more than six percent per year or such other higher rate as authorized by law.

c. Administrative charges, i.e., the costs of processing and handling a delinquent debt, will be determined by the Commerce entity collecting the debt, as directed by the Office of the Chief Financial Officer and Assistant Secretary for Administration.

.03 Barring Delinquent Federal Debtors from Obtaining Federal Loans or Loan Insurance Guarantees

Pursuant to 31 U.S.C. § 3720B and 31 C.F.R. § 901.6, unless waived by DOC, the DOC is not permitted to extend financial assistance in the form of a loan, loan guarantee, or loan insurance to any person delinquent on a nontax debt owed to a Federal agency. This prohibition does not apply to disaster loans.

.04 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the DOC, a debtor who has a judgment lien against the debtor's property for a debt to the United States is not eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

F. CONFLICT OF INTEREST, CODE OF CONDUCT AND OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS

.01 Conflict of Interest and Code of Conduct

a. DOC Conflict of Interest Policy. In accordance with 2 C.F.R. § 200.112 (Conflict of interest), the non-Federal entity must disclose in writing any potential conflict of interest to the DOC or pass-through entity. In addition, a non-Federal entity will establish and maintain written standards of conduct that include safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of an award. It is the DOC's policy to maintain the highest standards of conduct and to prevent real or apparent conflicts of interest in connection with DOC financial assistance awards.

b. A conflict of interest generally exists when an interested party participates in a matter that has a direct and predictable effect on the interested party's personal or financial interests. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. A conflict also may exist where there is an appearance that an interested party's objectivity in performing his or her responsibilities under the project is impaired. For example, an appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, an interested party is unable to render

impartial assistance, services or advice to the recipient, a participant in the project or to the Federal Government. Additionally, a conflict of interest may result from non-financial gain to an interested party, such as benefit to reputation or prestige in a professional field. For purposes of the DOC Conflict of Interest Policy, an interested party includes, but is not necessarily limited to, any officer, employee or member of the board of directors or other governing board of a non-Federal entity, including any other parties that advise, approve, recommend, or otherwise participate in the business decisions of the recipient, such as agents, advisors, consultants, attorneys, accountants or shareholders. This also includes immediate family and other persons directly connected to the interested party by law or through a business arrangement.

c. Procurement-related conflict of interest. In accordance with 2 C.F.R. § 200.318 (General procurement standards), non-Federal entities must maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award and administration of contracts. *See* paragraph F.04 of these Standard Terms (Requirements for Procurements).

.02 Nonprocurement Debarment and Suspension

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

.03 Requirements for Subawards

a. The recipient or pass-through entity must require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. *See* 2 C.F.R. § 200.101(b)(2) (Applicability to different types of Federal awards), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.331-333 (Subrecipient monitoring and management).

b. The recipient or pass through entity may have more restrictive policies for the RTC ***waived*** prior approvals (no-cost extensions, re-budgeting, etc.) for their subaward recipients. Such restrictive policies must be addressed in their subaward agreements and in accordance with §200.331.

.04 Requirements for Procurements

a. States. Pursuant to 2 C.F.R. § 200.317 (Procurements by states), when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State must comply with 2 C.F.R. §§ 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), 200.322 (Domestic preferences for procurements), and

200.323 (Procurement of recovered materials), and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.327 (Contract provisions).

b. Other Non-Federal Entities. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. §§ 200.318 (General procurement standards) through 200.327 (Contract provisions) which include the requirement that non-Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

.05 Whistleblower Protections

This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

a. A Member of Congress or a representative of a committee of Congress.
b. An Inspector General.
c. The Government Accountability Office.
d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
e. An authorized official of the Department of Justice or other law enforcement agency.
f. A court or grand jury.
g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.06 Small Businesses, Minority Business Enterprises and Women's Business Enterprises

In accordance with 2 C.F.R. § 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), the recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. DOC encourages non-Federal entities to use small

businesses, minority business enterprises and women's business enterprises in contracts under financial assistance awards. The Minority Business Development Agency within the DOC will assist non-Federal entities in matching qualified minority business enterprises with contract opportunities. For further information visit MBDA's website at http://www.mbda.gov. If you do not have access to the Internet, you may contact MBDA via telephone or mail:

U.S. Department of Commerce
Minority Business Development Agency
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230
(202) 482-0101

G. NATIONAL POLICY REQUIREMENTS

.01 United States Laws and Regulations

This award is subject to the laws and regulations of the United States. The recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

.02 Non-Discrimination Requirements

No person in the United States may, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. The recipient agrees to comply with the non-discrimination requirements below:

a. Statutory Provisions

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;

2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

3. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the

basis of handicap under any program or activity receiving or benefiting from Federal assistance.

For purposes of complying with the accessibility standards set forth in 15 C.F.R. § 8b.18(c), non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards), which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects;

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance; and

6. Any other applicable non-discrimination law(s).

b. Other Provisions

1. Parts II and III of E.O. 11246 (Equal Employment Opportunity, 30 FR 12319),[3] which requires Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of E.O. 11246 and Department of Labor regulations implementing E.O. 11246 (41 C.F.R. § 60-1.4(b)).

2. E.O. 13166 (65 FR 50121, Improving Access to Services for Persons with Limited English Proficiency), requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. The DOC issued policy guidance on March 24, 2003 (68 FR 14180) to articulate the Title VI prohibition against national origin discrimination affecting LEP persons and to help ensure that non-Federal entities provide meaningful access to their LEP applicants and beneficiaries.

3. In accordance with E.O 13798 and Office of Management and Budget, M-20-09 – Guidance Regarding Federal Grants, states or other public grantees may not condition sub-awards of Federal grant money in a manner that would disadvantage grant applicants based on their religious character.

[3] As amended by E.O. 11375(32 FR 14303), E.O. 11478 (34 FR 12985), E.O. 12086 (43 FR 46501), E.O. 12107 (44 FR 1055), E.O. 13279 (F67 FR 77141), E.O. 13665 (79 FR 20749), and E.O. 13672 (79 FR 42971).

c. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination based on religion, "a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities."

.03 LOBBYING RESTRICTIONS

a. Statutory Provisions

Non-Federal entities must comply with 2 C.F.R. § 200.450 (Lobbying), which incorporates the provisions of 31 U.S.C. § 1352; and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with the DOC regulations published at 15 C.F.R. Part 28, which implement the New Restrictions on Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award and require the disclosure of the use of non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred to improperly influence are unallowable. *See* 2 C.F.R. § 200.450(b) and (c).

b. Disclosure of Lobbying Activities

Any recipient that receives more than $100,000 in Federal funding and conducts lobbying with non-federal funds relating to a covered Federal action must submit a completed Form SF-LLL (Disclosure of Lobbying Activities). The Form SF-LLL must be submitted within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The recipient must submit any required SF-LLL forms, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

.04 Environmental Requirements

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under

the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

a. The National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*)

The National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) implementing regulations (40 C.F.R. Parts 1500 through 1508) require that an environmental analysis be completed for all major Federal actions to determine whether they have significant impacts on the environment. NEPA applies to the actions of Federal agencies and may include a Federal agency's decision to fund non-Federal projects under grants and cooperative agreements when the award activities remain subject to Federal authority and control. Non-Federal entities are required to identify to the awarding agency any direct, indirect or cumulative impact an award will have on the quality of the human environment and assist the agency in complying with NEPA. Non-Federal entities may also be requested to assist DOC in drafting an environmental assessment or environmental impact statement if DOC determines such documentation is required, but DOC remains responsible for the sufficiency and approval of the final documentation. Until the appropriate NEPA documentation is complete and in the event that any additional information is required during the period of performance to assess project environmental impacts, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit the appropriate environmental information and NEPA documentation sufficient to enable DOC to make an assessment on any impacts that a project may have on the environment.

b. The National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*)

Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f) and the Advisory Council on Historic Preservation (ACHP) implementing regulations (36 C.F.R. Part 800) require that Federal agencies take into account the effects of their undertakings on historic properties and, when appropriate, provide the ACHP with a reasonable opportunity to comment. Historic properties include but are not necessarily limited to districts, buildings, structures, sites and objects. In this connection, archeological resources and sites that may be of traditional religious and cultural importance to Federally-recognized Indian Tribes, Alaskan Native Villages and Native Hawaiian Organizations may be considered historic properties. Non-Federal entities are required to identify to the awarding agency any effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Non-Federal entities may also be requested to assist DOC in consulting with State or Tribal Historic Preservation Officers, ACHPs or other applicable interested parties necessary to identify, assess, and resolve adverse effects to historic properties. Until such time as the appropriate NHPA consultations and documentation are complete and in the event that any additional information is required during the period of performance in order to assess project impacts on historic properties, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to

submit any information sufficient to enable DOC to make the requisite assessment under the NHPA.

Additionally, non-Federal entities are required to assist the DOC in assuring compliance with the Archeological and Historic Preservation Act of 1974 (54 U.S.C. § 312502 et seq., formerly 16 U.S.C. § 469a-1 et seq.); Executive Order 11593 (Protection and Enhancement of the Cultural Environment, May 13, 1971); Executive Order 13006 (Locating Federal Facilities on Historic Properties in Our Nation's Central Cities, May 21, 1996); and Executive Order 13007 (Indian Sacred Sites, May 24, 1996).

c. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)

Non-Federal entities must identify proposed actions in Federally defined floodplains and wetlands to enable DOC to decide whether there is an alternative to minimize any potential harm.

d. Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Non-Federal entities must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and E.O. 11738 (38 FR 25161), and must not use a facility on the Excluded Parties List (EPL) (located on the System for Award Management (SAM) website, SAM.gov) in performing any award that is nonexempt under 2 C.F.R. § 1532, and must notify the Program Officer in writing if it intends to use a facility that is on the EPL or knows that the facility has been recommended to be placed on the EPL.

e. The Flood Disaster Protection Act (42 U.S.C. §§ 4002 *et seq.*)

Flood insurance, when available, is required for Federally assisted construction or acquisition in flood-prone areas. Per 2 C.F.R. § 200.447(a), the cost of required flood insurance is an allowable expense, if it is reflected in the approved project budget.

f. The Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*)

Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.

g. The Coastal Zone Management Act (16 U.S.C. §§ 1451 *et seq.*)

Funded projects must be consistent with a coastal State's approved management program for the coastal zone.

h. **The Coastal Barriers Resources Act (16 U.S.C. §§ 3501 *et seq.*)**

Only in certain circumstances can Federal funding be provided for actions within a Coastal Barrier System.

i. **The Wild and Scenic Rivers Act (16 U.S.C. §§ 1271 *et seq.*)**

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

j. **The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f *et seq.*)**

This Act precludes Federal assistance for any project that the EPA determines may contaminate a sole source aquifer which threatens public health.

k. **The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*)**

This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and provides that non-Federal entities give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

l. **The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, commonly known as Superfund) (42 U.S.C. §§ 9601 *et seq.*) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note *et seq.*)**

These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

m. **Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations")**

Federal agencies are required to identify and address the disproportionately high and adverse human health or environmental effects of Federal programs, policies, and activities on low income and minority populations.

n. **The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)**

Non-Federal entities must identify to DOC any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with the National Marine Fisheries Service (NMFS) regarding the potential effects of their actions and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency

procedures previously established under NEPA, the ESA, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

o. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)

CWA Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

p. Rivers and Harbors Act (33 U.S.C. § 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

q. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)

Many prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

r. Executive Order 13112 (Invasive Species, February 3, 1999)

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

s. Fish and Wildlife Coordination Act (16 U.S.C. § 661 *et seq.*)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the U.S.

Fish and Wildlife Service and fish and wildlife agencies of states must be consulted whenever waters of any stream or other body of water are "proposed or authorized, permitted or licensed to be impounded, diverted… or otherwise controlled or modified" by any agency under a Federal permit or license.

.05 OTHER NATIONAL POLICY REQUIREMENTS

a. Buy-American Preferences

Strengthening Buy-American Preferences for Infrastructure Projects. Recipients of covered programs (as defined in Executive Order 13858, 31 January 2019, and 2 C.F.R. §200.322 (Domestic preferences for procurements)) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under this Award.

b. Criminal and Prohibited Activities

1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).

2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.

3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.

7. To ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

c. Drug-Free Workplace

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the non-Federal entity take certain actions to provide a drug-free workplace.

d. Foreign Travel

1. Each non-Federal entity must comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

2. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable or use of U.S. flag air carrier service will not accomplish the agency's mission.

3. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website.

4. If a foreign air carrier is anticipated to be used for any portion of travel under a DOC financial assistance award, the non-Federal entity must receive prior approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates

of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer must make the final determination and notify the non-Federal entity in writing (which may be done through the recipient in the case of subrecipient travel). Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which any non-Federal entity improperly used a foreign air carrier.

Note: When using code-sharing flights (two or more airlines having flight numbers assigned to the same flight) involving U.S. flag carriers and non-U.S. flag carriers, the airline symbol and flight number of the U.S. flag carrier must be used on the ticket to qualify as a U.S. flag carrier (e.g. "*Delta Airlines Flight XXXX, operated by KLM*"). Conversely, if the ticket shows "[*Foreign Air Carrier*] *XXX, operated by Delta*," that travel is using a foreign air carrier and is subject to the Fly America Act and must receive prior approval from the Grants Officer as outlined in paragraph G.05.d.4.

e. Increasing Seat Belt Use in the United States

Pursuant to E.O. 13043 (62 FR 19217), non-Federal entities should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally owned vehicles.

f. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies

1. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.

2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

g. Minority Serving Institutions Initiative

Pursuant to E.O.s 13555 (White House Initiative on Educational Excellence for Hispanics) (75 FR 65417), 13592 (Improving American Indian and Alaska Native

Educational Opportunities and Strengthening Tribal Colleges and Universities) (76 FR 76603), and 13779 (White House Initiative to Promote Excellence and Innovation at Historically Black Colleges and Universities) (82 FR 12499), DOC is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. DOC's goals include achieving full participation of MSIs to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. DOC encourages all applicants and non-Federal entities to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

h. Research Misconduct

The DOC adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by DOC must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Non-Federal entities must notify the Grants Officer of any allegation that meets the definition of research misconduct and detail the entity's inquiry to determine whether there is sufficient evidence to proceed with an investigation, as well as the results of any investigation. The DOC may take appropriate administrative or enforcement action at any time under the award, up to and including award termination and possible suspension or debarment, and referral to the Commerce OIG, the U.S. Department of Justice, or other appropriate investigative body.

i. Research Involving Human Subjects

1. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. Part 27 (Protection of Human Subjects). No research involving human subjects is permitted under this award unless expressly authorized by specific award condition, or otherwise in writing by the Grants Officer.

2. Federal policy defines a human subject as a living individual about whom an investigator (whether professional or student) conducting research (1) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or (2) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

3. DOC regulations at 15 C.F.R. Part 27 require that non-Federal entities maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity (generally through the recipient) must submit appropriate documentation to the Federal Program Officer for approval by the appropriate DOC officials. As applicable, this documentation must include:

i. Documentation establishing approval of an activity in the project by an Institutional Review Board (IRB) under a Federal wide Assurance issued by Department of Health and Human Services or other Federal agency guidelines (*see also* 15 C.F.R. § 27.103);

ii. Documentation to support an exemption for an activity in the project under 15 C.F.R. § 27.104(d);

iii. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form;

iv. Documentation of an IRB approval of continuing review approved prior to the expiration date of the previous IRB determination; and

v. Documentation of any reportable events, such as serious adverse events, unanticipated problems resulting in risk to subjects or others, and instances of noncompliance.

4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. In accordance with 15 C.F.R. § 27.118, if research involving human subjects is proposed after an award is made, the non-Federal entity must contact the Federal Program Officer and provide required documentation. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

j. Care and Use of Live Vertebrate Animals

Non-Federal entities must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. §§ 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations (9 C.F.R. Parts 1, 2, and 3); the Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. §§ 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any DOC financial assistance award unless authorized by the Grants Officer.

k. Management and Access to Data and Publications

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of who enter into appropriate or are otherwise subject to confidentiality and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained relating to a DOC financial assistance award.

2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

3. Publications, Videos, and Acknowledgment of Sponsorship.

i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded projects (*e.g.*, scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to print, recorded, or Internet materials, to the funding agency.

iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.

iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

This [report/video/etc.] was prepared by [recipient name] using Federal funds under award [number] from [name of operating unit], U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do

not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.

l. Homeland Security Presidential Directive

If the performance of this DOC financial assistance award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term "routine access" is defined as more than 180 calendar days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the DOC will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award must comply with DOC personal identity verification procedures that implement Homeland Security Presidential Directive 12 (Policy for a Common Identification Standard for Federal Employees and Contractors), Federal Information Processing Standard (FIPS) PUB 201, and OMB Memorandum M-05-24. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements listed in the term below. The recipient must insert the following term in all subawards and contracts when the subaward recipient or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

The subrecipient or contractor must comply with DOC personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.

The subrecipient or contractor must account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by DOC: (1) When no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; (3) Upon subaward or contract completion or termination.

m. Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

1. This clause applies to the extent that this financial assistance award encompasses activities that involve export-controlled items.

2. In performing this financial assistance award, a non-Federal entity may participate in activities involving items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The non-Federal entity must establish and maintain effective export compliance procedures at DOC and non-DOC facilities, including facilities located abroad, throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate restrictions on export-controlled items, to guard against any unauthorized exports, including in the form of releases or transfers to foreign nationals. Such releases or transfers may occur through visual inspection, including technology transmitted electronically, and oral or written communications.

3. Definitions

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application. The export (shipment, transmission, or release/transfer) of export-controlled items may require a license from DOC.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release or transfer of export-controlled items (specifically, technology or source code) to a foreign person (foreign national) in the U.S. Such release is "deemed" to be an export to the foreign person's most recent country of citizenship or permanent residency (*see* 15 C.F.R. § 734.13(a)(2) & (b)). A release may take the form of visual inspection or oral or written exchange of information. See 15 C.F.R. § 734.15(a). If such a release or transfer is made abroad to a foreign person of a country other than the country where the release occurs, it is considered a deemed re-export to the foreign person's most recent country of citizenship or permanent residency. See 15 C.F.R. § 734.14(a)(2). Licenses from DOC may be required for deemed exports or re-exports. An act causing the release of export-controlled items to a foreign person (e.g., providing or using an access key or code) may require authorization from DOC to the same extent that an export or re-export of such items to the foreign person would. See 15 C.F.R. § 734.15(b).

4. The non-Federal entity must secure all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that the export of such items, including in the form of release or transfer to foreign persons, is prevented, or licensed, as required by applicable Federal laws, E.O.s, and/or regulations, including the EAR.

5. As applicable, non-Federal entity personnel and associates at DOC sites will be informed of any procedures to identify and protect export-controlled items from unauthorized export.

6. To the extent the non-Federal entity wishes to release or transfer export-controlled items to foreign persons, the non-Federal entity will be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports. Failure to obtain any export licenses required under the EAR may subject the non-Federal entity to administrative or criminal enforcement. See 15 C.F.R. part 764.

7. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, E.O.s or regulations.

8. Compliance with this term will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports and re-exports of defense articles and services subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including the release of defense articles to foreign persons in the United States and abroad.

9. The non-Federal entity must include the provisions contained in this term in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve research or other activities that implicate export-controlled items.

n. The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as amended, and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if any non-Federal entity engages in certain activities related to trafficking in persons. The DOC hereby incorporates the following award term required by 2 C.F.R. § 175.15(b):

Trafficking in persons.

a. ***Provisions applicable to a recipient that is a private entity.***

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension).

b. ***Provision applicable to a recipient other than a private entity****. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—*

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326, (Nonprocurement Debarment and Suspension).

c. ***Provisions applicable to any recipient****.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. ***Definitions. For purposes of this award term:***

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25;

ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); and (B) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

o. The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)

1. **Reporting Subawards and Executive Compensation.** Under FFATA, recipients of financial assistance awards of $30,000 or more are required to report periodically on executive compensation and subawards, as described in the following term from 2 C.F.R. Part 170, Appendix A, which is incorporated into this award:

Reporting Subawards and Executive Compensation

a. ***Reporting of first-tier subawards.***

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward

to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. ***Reporting Total Compensation of Recipient Executives for non-Federal entities.***

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 C.F.R § 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile found at the System for Award Management (SAM) website located at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. ***Reporting of Total Compensation of Subrecipient Executives.***

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

See also 2 C.F.R. § 200.300(b).

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. ***Exemptions.*** *If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.*

e. ***Definitions****. For purposes of this award term:*

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 C.F.R. Part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization.

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R § 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

2. **System for Award Management (SAM) and Universal Identifier Requirements** -- as described in 2 C.F.R. Part 25, Appendix A, which is incorporated into this award:

System for Award Management (SAM) and Universal Identifier Requirements

a. ***Requirement for System for Award Management****. Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.*

b. ***Requirement for Unique Entity Identifier.*** *If you are authorized to make subawards under this Federal award, you:*

1. Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

c. ***Definitions for purposes of this term****:*

1. SAM means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.SAM.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 C.F.R. § 200.1 and also includes all of the following, for purposes of this part:

i. A foreign organization;

ii. A foreign public entity;

iii. A domestic for-profit organization; and

iv. A Federal agency.

4. Subaward has the meaning given in 2 C.F.R § 200.1.

5. Subrecipient has the meaning given in 2 C.F.R § 200.1.

See also 2 C.F.R. § 200.300(b).

p. Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report. Submit the information required about each proceeding that:

i. Is relating to the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

(A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(C) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(D) Any other criminal, civil, or administrative proceeding if:

I. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

II. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

III. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency. During any period when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions. For purposes of this award term and condition:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes:

(A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(B) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

q. Never Contract with the Enemy (2 C.F.R Part 183; 2 C.F.R. § 200.215)

Under 2 C.F.R. § 200.215 (Never contract with the enemy) Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 C.F.R. Part 183. These regulations affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

1. **Applicability.** This term applies only to recipients of covered grants or cooperative agreements, as defined in 2 C.F.R. § 183.35 Definitions.

2. **Requirements.** As applicable, recipients must fulfill the requirements as described in the following terms from 2 C.F.R. Part 183, Appendix A, which is incorporated into this award:

a. Term 1. Prohibition on Providing Funds to the Enemy.

1. The recipient must—

i. Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR Part 180.300 prior to issuing a subaward or contract and;

ii. Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

2. The recipient may include the substance of this clause, including this paragraph (1), in subawards under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

3. The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (1) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities

b. Term 2. Additional Access to Recipient Records.

1. In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations

2. The substance of this clause, including this paragraph (2), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

r. Prohibition on certain telecommunications and video surveillance services or equipment (Public Law 115-232, section 889; 2 C.F.R. § 200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain,
(2) Extend or renew a contract to procure or obtain, or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii). Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

s. Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

1. Unless there is an actual rescission of funds for specific grant or cooperative agreement obligations, non-Federal entities under Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Non-Federal entities are advised that ongoing activities by Federal employees involved in grant or cooperative agreement administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

2. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction, or clearance during the period of a possible government shutdown, the Program Officer or Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise non-Federal entities that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, non-Federal entities whose ability to withdraw funds is subject to prior agency approval, which in general are non-Federal entities that have been designated high risk, non-Federal entities under construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able to draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Non-Federal entities should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Non-Federal entities whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

3. The ASAP system should remain operational during a government shutdown. Non-Federal entities that do not require any Grants Officer or agency approval to draw down advance funds from their ASAP accounts should be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will still apply notwithstanding a government shutdown (see section B.02.b.1 of these terms).

ATTACHMENT B

SCOPE OF WORK

GOAL: Learn from PAEG members about their workforce experience, what they want in a job and what barriers keep them out of the workforce. Document this anecdotal information and analyze for common themes that can be combined with data analysis to guide barrier removal, workforce, and job creation strategies.

Activities:

- Work with barrier removal committee to develop a list of open-ended questions designed to get PAEG members to share their work experience, aspirations, and barriers.
- Contract with several trusted community members to assist in outreach to CBOs, churches, and individuals in targeted geographic/demographic communities. Contracts will be under the micro-purchase limit to avoid need for RFPs and get this going very quickly.
- Hold meetings in Brinnon/Quilcene, with BIPOC community, with Tribes, in Forks, etc. Document responses during meetings and interviews. Lauren and Karen to plan/facilitate/document meetings with assistance from trusted community members.
- Produce a report.

Timeline:

Identify and contract with 2-4 trusted community members for outreach soon after contract executed. Initial meetings would likely be 1 to 2 weeks later. Produce a report no later than the 4/3 meeting and likely by 3/28 so that there would be time for review ahead of that meeting.

Funding needed:

$25,000 for staff time, subcontracts, travel

22

MAR 12 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: March 11, 2024**

REGULAR AGENDA ☒ **Meeting Date: March 12, 2024**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 245-24-002

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Request Approval of Strategy Development Grant award contract by US Department of Commerce/Economic Development Administration (EDA) – SUBAWARD to Social and Economic Sciences Research Center (SESRC) at Washington State University (WSU)

REVISED PER SESRC/WSU request revising some of the legal language in the contract. These changes have been approved by the DPA.

Clallam County, as the Lead Applicant for North Olympic Peninsula Recomplete Coalition (NOPRC) applied for the Distressed Area Recompete Pilot Program (Recompete) Phase 1 approval and the Strategy Development Grant in October 2023.

December 2023, NOPRC and Clallam County were announced as a Finalist for the Recompete Program and invited to compete in Phase 2 of the grant. Our Phase 1 plan was 1 of 22 selected from 235 nationwide applications, the largest applicant response to an EDA grant ever.

We were also awarded 1 or 24 Strategy Development Grants (SDG), from 339 applicants, to help our coalition with the further development of our Phase 2 projects. The SDG grant is for $498,729. These funds are to cover the following activities:

(1) Prime Age Employment Gap (PAEG) Research - Hiring consultant Washinton State University (WSU) to perform needed research on the PAEG population using data from Employment Security Dept (ESD) and Dept of Social & Health Services (DSHS);

(2) Barrier Assessment & Development – Convene and coordinate multiple social services agencies to inventory resources available and barriers they deem need to be addressed.

Develop guidance for how to effectively create navigator services to reduce barriers. Develop an PAEG outreach program;

(3) Development of Workforce Training Program – Convene Tribal and Non-Tribal representatives from education and industry to prioritize training opportunities that meet business demand. Conduct a study of proposed programs focused on analyzing type of jobs that projects create and whether these Good Jobs are appropriately acce3ssible to people in the PAEG;

(4) Economic Impact & Feasibility Analyst – Conduct economic analysis and feasibility studies including the direct, indirect and induced job growth associated with project in NOPRC's Recompete Plan;

(5) Zoning Efforts – Update the Glen Cove Special Study from 1999 including Environmental Impact Statement. Planning work will include public outreach; and

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

WSU will be providing the PAEG Research and data sharing with ESD/DSHS in Item 1.

It has taken a long time to receive our contract from EDA and the timeline to complete this task requires this contract to move forward right away and therefore we are bringing it forward in back-to-back meeting.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Budget supplemental will be brought to the BOCC for approval at prior date.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Staff recommendation is to approve the SESRC/WSU subaward for the Strategy Development Grant.

County Official signature & print name: Todd Mielke Todd Mielke

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn, Dee Boughton, NOPRC Task Force, WSU

Date submitted: March 6, 2024

RECOMPETE – STRATEGY DEVELOPMENT GRANT
SUBRECIPIENT AGREEMENT

This Subrecipient Agreement ("Agreement") is dated as of the _____ day of _____, 2024, by and between Clallam County, a Washington political subdivision ("County"), and Washington State University, Social & Economic Sciences Research Center ("SESRC") (Federal Tax ID 91-6001108, UEI #XRJSGX384TD6), an institution of higher education and an agency of the state of Washington ("Subrecipient").

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

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

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

(1) Barrier Assessment & Development – Hiring consultant to perform needed research on the Prime Age Employment Gap ("PAEG") population's barriers to employment and outreach strategies to inform design of the Recompete Plan Program;
(2) PAEG research – Hiring consultants Washington State University (WSU) to perform needed research on the PAEG population using data from Employment Security Department (ESD) and Department of Social and Health Services (DSHS);
(3) Development of Workforce Training Program – Convene Tribal and Non-Tribal representatives from education and industry to prioritize training opportunities that meet business demand. Conduct a study of proposed programs focused on analyzing type of jobs that projects create and whether these Good Jobs are appropriately accessible to people in the PAEG;
(4) Economic Impact & Feasibility Analyst – Conduct economic analysis and feasibility studies including the direct, indirect and induced job growth associated with project in NOPRC's Recompete Plan;
(5) Zoning Efforts – Update the Glen Cove Special Study from 1999 including Environmental Impact Statement. Planning work will include public outreach; and

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

WHEREAS, the Subrecipient has been tasked by NOPRC with the PAEG research. The County and Subrecipient desire to enter into this Agreement so that the County may provide SDG Funds for appropriate and qualifying expenditures to the Subrecipient for PAEG research using data sets form ESD and DSHS in support of NOPRC Phase 2 application and for other reimbursement costs as specified in Attachment B.

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

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until April 30, 2024, unless terminated by the County in writing.

2. SDG Funds. The County agrees to provide the Subrecipient a total sum not to exceed $26,757 for the Prime Age Employment Gap (PAEG) research using ESD and DSHS data sets as specified based on eligibility criteria outlined in Attachment A ("Service Agreement") and the Scope of Work provided in Attachment B.

3. Subrecipient's Use of SDG Funds. The Subrecipient shall ensure that the SDG Funds requests are necessary Eligible Uses under one of the following cost categories:

4. Reimbursement Request & Reporting Requirements. To facilitate the release of SDG Funds by the County to the Subrecipient and the County's compliance with reporting requirements for usage of SDG funding per Attachment A, the Subrecipient may submit one A-19, SF270, or equivalent submission request schedule per month to the County on or before the 20th day following the end of each calendar month during the term of the Agreement, detailing the expenditures disbursed by the Subrecipient based on eligible criteria, outlined in Attachment B. The County shall then distribute SDG Funds, as requested by the Subrecipient. Such schedule may be modified with the prior approval of the County. Failure to provide any of the required documentation may result in the withholding and/or nonpayment of all or a portion of the request, and termination of the Agreement.

5. The parties understand and agree that this agreement is dependent upon Recompete grant funding paid to Clallam County and further agree that Clallam County shall have no financial obligations under this agreement in the event that the above grant funding is not received by Clallam County, or in the event that such grant funding is terminated by

grantor that Clallam County shall not be responsible for payment for work performed by the subrecipient after such termination.

6. Independent Contractor. Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

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

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

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

Subrecipient
Washington State University
Office of Research Support and Operations
Attn: Dan Nordquist, Associate Vice President
PO Box 641060
Pullman, WA 99164-1060
orso@wsu.edu
509-335-9661

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

10. Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2024.

SUBRECIPIENT

By: _____

Print Name: _____

Its: _____

DATED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

_____
MIKE FRENCH, Chair

_____
RANDY JOHNSON, Commissioner

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

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

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

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

DATED this _____ day of _____, 2024.

SUBRECIPIENT

By: _____ Digitally signed by Matthew Michener Date: 2024.03.06 12:22:30 -08'00'

Print Name: Matt Michener

Its: Associate Director

DATED this 6 day of March, 2024.

BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

_____
MIKE FRENCH, Chair

_____
RANDY JOHNSON, Commissioner

ATTACHMENT A

INTERAGENCY GRANT AGREEMENT BETWEEN
EDA AND CLALLAM COUNTY

Department of Commerce
Economic Development Administration

Notice of Award (NoA)
ED24OIE0G0085

RECIPIENT INFORMATION

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

FEDERAL AGENCY CONTACT INFORMATION

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

FEDERAL AWARD INFORMATION

10. **Award Number / FAIN**
    ED24OIE0G0085
11. **Award Type**
    Grant
12. **Period of performance Start Date & End Date**
    02/01/2024 - 01/31/2027
13. **Federal Share of Cost**
    $498,729
14. **Recipient Share of Cost**
    $0
15. **Total Federal and Recipient Cost**
    $498,729
16. **Statutory Authority**
    Distressed Area Recompete Pilot Program (Recompete Pilot Program), as authorized by section 29 of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. § 3722b)
17. **NOFO/RFA #**
    EDA-RECOMPETEPHASE1-2023
18. **Project Title**
    North Olympic Peninsula Recompete Plan
19. **Assistance Listing Number and Name**
    11.040 - Distressed Area Recompete Pilot Program
20. **Award Action Type**
    New Competing
21. **Multiyear Award?**
    No
22. **R&D Award?**
    No
23. **Construction Award?**
    No
24. **Grants Officer – Signature and Date**
    – Scott Andes 2/12/24
25. **Recipient – Signature and Date**
    –

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

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

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

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

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

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

SECTION I – BUDGET INFORMATION

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

Authorized Budget

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

Non-Construction

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

SECTION II – STANDARD TERMS AND CONDITIONS

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

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

SECTION III – SPECIFIC AWARD CONDITIONS

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

SECTION IV – OTHER

ATTACHMENT 1

Authorized Scope of Work

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

Executive Summary:

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

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

Summary of Activities:

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

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

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

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

Authorized Staffing Plan

Staffing Plan - Budget

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

Staffing Plan - Narrative

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

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

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

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

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

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

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

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

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

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

    iii. *Authorized Staffing Plan* (Attachment 2)

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

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

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

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

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

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

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

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

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

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

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

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

   i. During the Period of Performance:

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

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

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

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

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

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

8. **PROJECT PROGRESS REPORTS:** The Recipient agrees to provide the Project Officer with project progress reports, communicating the important activities and accomplishments of the project, on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, for the entire project period. Reports are due no later than one month following the end of the semi-annual period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    NOAA OCFO

    Attn: Finance Office, Travel Dept.

    1315 East West Highway, SSMC3

    Silver Spring, MD 20910

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fraud Awareness Training

E·D·A

U.S. ECONOMIC DEVELOPMENT ADMINISTRATION

EDA's grantees must successfully complete this training and submit the signed completion certificate(s) to the EDA Project Officer listed in the Specific Award Conditions within 60 days of grant award.

Failure to comply with this requirement may result in a finding of non-compliance with the terms and conditions of your award.

OVERVIEW

- Overview of EDA's Programs
- The Department of Commerce (DOC) Office of Inspector General (OIG)
- Fraud in EDA Programs
- Additional Items
- Certificate

INTRODUCTION

Role of EDA: Facilitate the timely and effective delivery of Federal economic development assistance to support long-term community economic recovery planning and project implementation, redevelopment, and resiliency

EDA's Programs

- EDA's Programs enable EDA to make awards that support a wide range of activities.
- Eligible applicants and project types for each program is set forth in the respective Notices of Funding Opportunity.
- You must read and understand the requirements applicable to the program under which your award is funded, including the applicable Notice of Funding Opportunity, Specific Award Conditions, and Standard Terms and Conditions.

The U.S. Department of Commerce (DOC) Office of Inspector General (OIG)

DOC – OFFICE OF INSPECTOR GENERAL

- Created by IG Act of 1978 to:
  - Combat fraud, waste, and abuse within the DOC
  - Conduct audits and investigations of DOC operations
  - Keep the DOC and Congress informed
- Mission
  - To improve the programs and operations of the Department of Commerce through independent and objective oversight

This includes oversight of EDA Assistance Programs

DOC – OFFICE OF INSPECTOR GENERAL

- Office of Audit and Evaluation
- Office of Investigations
  - Criminal
  - Civil
  - Administrative
  - Employee misconduct
  - Public corruption

WHISTLEBLOWER PROTECTIONS

Federal employees, applicants, and employees of federal contractors **and grantees** who make certain disclosures—to OIG or elsewhere—are protected under the law from suffering retaliation because of those disclosures.

Basic elements of whistleblower protection law: (1) you make a protected disclosure; (2) you are subject to certain retaliatory acts; and (3) there is a causal connection between your protected disclosure and the retaliatory act.

OIG receives, reviews, and where appropriate, investigates allegations of whistleblower reprisal.

Whistleblower complaints may be submitted to the OIG via the hotline: https://www.oig.doc.gov/Pages/Hotline.aspx#complainthotline

Whistleblower complaints may also be submitted to the Office of Special Counsel via their website: https://osc.gov/pages/file-complaint.aspx

DOC-OIG Whistleblower Protection Coordinator contact information:

Email: wpo@oig.doc.gov Phone: 202-482-1099

FRAUD IN EDA ASSISTANCE PROGRAMS

- **Fraud Defined**
- **Compliance Requirements**
  - Eligibility
  - Duplicate Funding
  - Matching Funds
  - Mandatory Reporting of Fraud
- **Consequences of Fraud**
- **Recommendations/Best Practices**

FRAUD IN EDA ASSISTANCE PROGRAMS

Although it can take many forms, fraud, at its core, is **deception** through the **misrepresentation** or **omission** of **material facts** for the purpose of **illegitimate gain**.

FRAUD IN EDA ASSISTANCE PROGRAMS

Examples of fraud within EDA Assistance Programs include, but are not limited to:

- Accepting federal funding in multiple assistance awards for the same work
- Misrepresentations regarding the eligibility of the project or recipient
- Misrepresentations or omissions about the recipient's facilities, ownership/control, or the work to be performed by the recipient
- Providing falsified letters of support
- Misrepresentations concerning the use of funds expended, work performed, results achieved, or compliance with program requirements under the award
- Inflated labor costs

FRAUD IN EDA ASSISTANCE PROGRAMS (CONTINUED)

- Misuse or conversion of assistance award funds (e.g. using funds for personal expenses)
- Theft of government owned property (18 U.S.C. § 666)
- Embezzlement (18 U.S.C. § 666)
- Fabrication or falsification of data, in applying for, carrying out, or reporting results from an assistance award
- Intentional noncompliance with applicable federal cost principles governing grants / cooperative agreements
- Undisclosed self-dealing, such as a sub-award to an entity in which an awardee, executive, or key employee (or family members of the aforementioned individuals) has a financial interest
- "Buying Expenses", or reporting expenses incurred by another entity for work unrelated to the assistance award

COMPLIANCE REQUIREMENTS

RECIPIENTS MUST COMPLY WITH:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Department of Commerce Financial Assistance Standard Terms and Conditions
- EDA Standard Award Conditions for Construction Projects **or** EDA Revolving Loan Fund Standard Award Conditions (as applicable)
- Specific Award Conditions (unique to each award)

COMPLIANCE REQUIREMENTS

2 CFR § 200.339 – REMEDIES FOR NONCOMPLIANCE

If a non-Federal entity fails to comply with **the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award**, the Federal awarding agency or pass-through entity may impose additional conditions; or, in certain circumstances, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- Temporary withholding of cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity
- Disallowance of (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance
- Whole or partial suspension or termination of the Federal award
- Initiation of suspension or debarment proceedings (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency)
- Withholding of further Federal awards for the project or program
- Other remedies that may be legally available

COMPLIANCE REQUIREMENTS

Eligibility

Within their EDA Assistance Award Proposal, applicants make numerous certifications or recertifications as to their eligibility to receive a federal award, among other certifications.

Falsely certifying to any material fact or representation contained in a certification is fraud.

CASE EXAMPLE

Eligibility

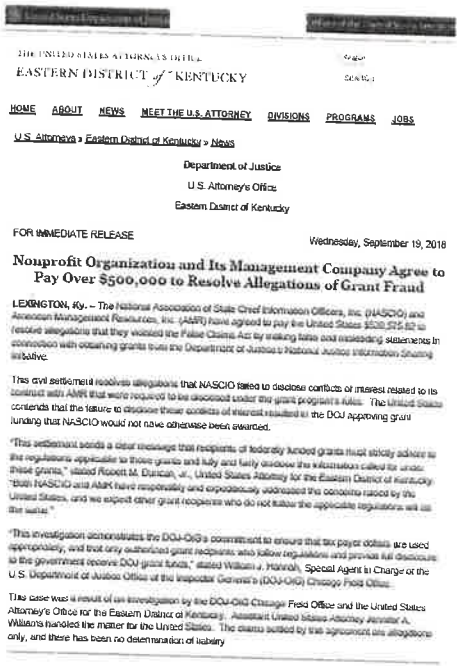
Allegations Included:

- Nonprofit organization made false and misleading statements to obtain federal grant funding
- Failure to disclose conflicts of interest that were required to be disclosed

Outcome:

- Nonprofit agreed to pay $528,575.82 to resolve allegations they violated the False Claims Act

Double-click below for more information



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Eastern District of Kentucky

FOR IMMEDIATE RELEASE

Wednesday, September 19, 2018

Nonprofit Organization and Its Management Company Agree to Pay Over $500,000 to Resolve Allegations of Grant Fraud

LEXINGTON, Ky. – The National Association of State Chief Information Officers, Inc. (NASCIO) and Ambrosm Management Resources, Inc. (AMR) have agreed to pay the United States $528,575.82 to resolve allegations that they violated the False Claims Act by making false and misleading statements in connection with obtaining grants from the Department of Justice's National Justice Information Sharing Initiative.

This civil settlement resolves allegations that NASCIO failed to disclose conflicts of interest related to its contract with AMR that were required to be disclosed under the grant program's rules. The United States contends that the failure to disclose these conflicts of interest resulted in the DOJ approving grant funding that NASCIO would not have otherwise been awarded.

"This settlement sends a clear message that recipients of federally funded grants must strictly adhere to the regulations applicable to those grants and fully and fairly disclose the information called for under these grants," stated Robert M. Duncan, Jr., United States Attorney for the Eastern District of Kentucky. "Both NASCIO and AMR have responsibly and expeditiously addressed the concerns raised by the United States, and we expect other grant recipients who do not follow the applicable regulations will do the same."

"This investigation demonstrates the DOJ-OIG's commitment to ensure that tax payer dollars are used appropriately, and that only authorized grant recipients who follow regulations and provide full disclosure to the government receive DOJ grant funds," stated William J. Hannah, Special Agent in Charge of the U.S. Department of Justice Office of the Inspector General's (DOJ-OIG) Chicago Field Office.

This case was a result of an investigation by the DOJ-OIG Chicago Field Office and the United States Attorney's Office for the Eastern District of Kentucky. Assistant United States Attorney Jennifer A. Williams handled the matter for the United States. The claims settled by the agreement are allegations only, and there has been no determination of liability.

COMPLIANCE REQUIREMENTS

Duplication of Benefits is Prohibited

2 CFR § 200.1 – Improper Payment

Improper payment means any payment that should not have been made or that was made in an incorrect amount under statutory, contractual, administrative, or other legally applicable requirements. This includes overpayments or underpayments to eligible recipients (including inappropriate denials of payment or service, any payment that does not account for credit for applicable discounts, payments that are for an incorrect amount, and **duplicate payments**). It also includes any payment that was made to an ineligible recipient or for an ineligible good or service, or payments for goods or services not received (except for such payments authorized by law).

Other Federal Awards with Similar Programmatic Activities

"The recipient must immediately provide written notification to the DOC Program Officer and the DOC Grants Officer if, subsequent to receipt of the DOC Award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC Award. DOC will not pay for costs that are funded by other sources." *EDA Standard Terms and Conditions for Construction Projects, March 22, 2021*

CASE EXAMPLE

Duplication of Benefits

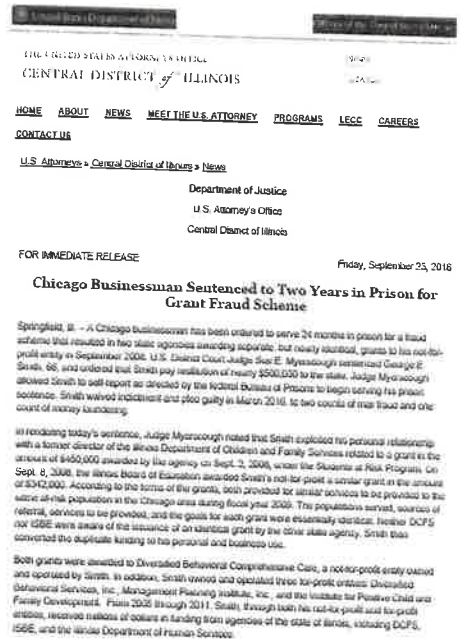
Allegations Included:

- Not-for-profit owner applied for funding for similar services
- Owner converted the duplicate funding for his personal and business use

Outcome:

- Owner pleaded guilty to mail fraud and money laundering
- Sentenced to 24 months in prison
- Ordered to pay $480,901 in restitution

Double-click below for more information



CENTRAL DISTRICT of ILLINOIS

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FOR IMMEDIATE RELEASE

Friday, September 23, 2016

Chicago Businessman Sentenced to Two Years in Prison for Grant Fraud Scheme

Springfield, Ill. – A Chicago businessman has been ordered to serve 24 months in prison for a fraud scheme that resulted in two state agencies awarding separate, but nearly identical, grants to his not-for-profit entity in September 2008. U.S. District Court Judge Sue E. Myerscough sentenced George E. Smith, 66, and ordered that Smith pay restitution of nearly $500,000 to the state. Judge Myerscough allowed Smith to self-report as directed by the federal Bureau of Prisons to begin serving his prison sentence. Smith waived indictment and pled guilty in March 2016, to two counts of mail fraud and one count of money laundering.

In rendering today's sentence, Judge Myerscough noted that Smith exploited his personal relationship with a former director of the Illinois Department of Children and Family Services related to a grant in the amount of $450,000 awarded by the agency on Sept. 2, 2008, under the Students at Risk Program. On Sept. 8, 2008, the Illinois Board of Education awarded Smith's not-for-profit a similar grant in the amount of $342,000. According to the terms of the grants, both provided for similar services to be provided to the same at-risk population in the Chicago area during fiscal year 2009. The populations served, sources of referral, services to be provided, and the goals for each grant were essentially identical. Neither DCFS nor ISBE were aware of the issuance of an identical grant by the other state agency. Smith then converted the duplicate funding to his personal and business use.

Both grants were awarded to Diversified Behavioral Comprehensive Care, a not-for-profit entity owned and operated by Smith. In addition, Smith owned and operated three for-profit entities: Diversified Behavioral Services, Inc., Management Planning Institute, Inc., and the Institute for Positive Child and Family Development. From 2008 through 2011, Smith, through both his not-for-profit and for-profit entities, received millions of dollars in funding from agencies of the state of Illinois, including DCFS, ISBE, and the Illinois Department of Human Services.

COMPLIANCE REQUIREMENTS

Matching Funds

- The non-Federal share of the approved project budget (aka the "matching share" or "local share") must be borne by the recipient or provided to the recipient by a third party as a contribution for the purposes of and subject to the terms of the award.

- The applicant must document that the matching share **will**:
  - Be committed to the project for the period of performance
  - Be available as needed
  - Not be conditioned or encumbered in any way that may preclude its use consistent with the requirements of EDA investment assistance

- Applicants must submit, for each source of matching share, a commitment letter or equivalent document signed by an authorized representative of the organization providing the matching funds. *Additional documentation may be requested by EDA in order to substantiate the availability of the matching funds.*

CASE EXAMPLE

Matching Funds

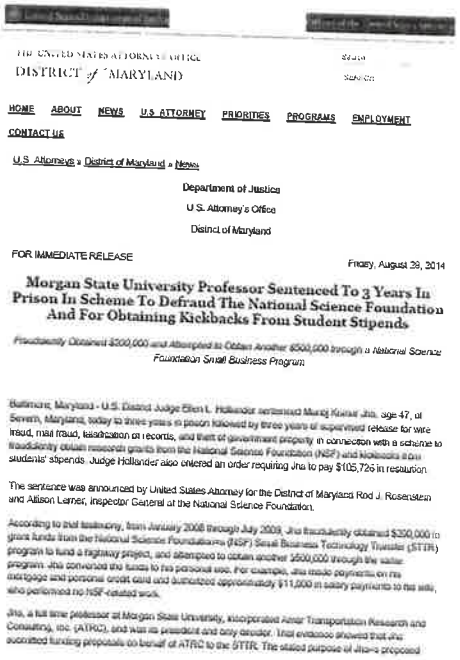
Allegations Included:

- Small business owner made several false statements and misrepresentations to obtain federal grant funding
- Owner misrepresented that he obtained a $100,000 investment from a third party in order to qualify for federal matching funds
- Owner converted grant funds to personal use

Outcome:

- Owner convicted at trial for wire fraud, mail fraud, falsification of records, and theft of government property
- Sentenced to 36 months in prison
- Ordered to pay $105,726 in restitution
- Owner debarred for 5 years

Double-click below for more information



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FOR IMMEDIATE RELEASE

Friday, August 29, 2014

Morgan State University Professor Sentenced To 3 Years In Prison In Scheme To Defraud The National Science Foundation And For Obtaining Kickbacks From Student Stipends

Fraudulently Obtained $350,000 and Attempted to Obtain Another $500,000 through a National Science Foundation Small Business Program

Baltimore, Maryland - U.S. District Judge Ellen L. Hollander sentenced Mwiti Kwasi Jita, age 47, of Severn, Maryland, today to three years in prison followed by three years of supervised release for wire fraud, mail fraud, falsification of records, and theft of government property in connection with a scheme to fraudulently obtain research grants from the National Science Foundation (NSF) and kickbacks from students' stipends. Judge Hollander also entered an order requiring Jita to pay $105,726 in restitution.

The sentence was announced by United States Attorney for the District of Maryland Rod J. Rosenstein and Allison Lerner, Inspector General of the National Science Foundation.

According to trial testimony, from January 2008 through July 2009, Jita fraudulently obtained $350,000 in grant funds from the National Science Foundation's (NSF) Small Business Technology Transfer (STTR) program to fund a highway project, and attempted to obtain another $500,000 through the same program. Jita converted the funds to his personal use. For example, Jita made payments on his mortgage and personal credit card and submitted approximately $11,000 in salary payments to his wife, who performed no NSF-related work.

Jita, a full time professor at Morgan State University, incorporated Amer Transportation Research and Consulting, Inc. (ATRC), and was its president and only director. Trial evidence showed that Jita submitted funding proposals on behalf of ATRC to the STTR. The stated purpose of Jita's proposed

COMPLIANCE REQUIREMENTS

Mandatory Disclosure of Fraud

2 CFR § 200.113 - Mandatory disclosures

The non-Federal entity or applicant for a Federal award **must disclose**, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Failure to disclose could result in the remedies detailed in 2 CFR § 200.339 (slide 16 of this presentation).

CONSEQUENCES OF COMMITTING FRAUD

Criminal Prosecution

Lying to obtain a grant, or lying about the work performed may violate several criminal laws:

- 18 U.S.C. § 1001, False Statements (up to 5 years in prison, forfeiture and $250K fine)
- 18 U.S.C. § 641, Theft of Federal Property (up to 10 years in prison, forfeiture and $250K fine)
- 18 U.S.C. § 1343, Wire Fraud (up to 20 years in prison, forfeiture and $250K fine)
- 18 U.S.C. § 666, Theft or bribery concerning programs receiving Federal funds (up to 10 years in prison, forfeiture and $250K fine)

Fines for organizations may be as high as $500K

Criminal forfeiture = full amount of the grant; personal assets can be seized to satisfy forfeiture or fine

CONSEQUENCES OF COMMITTING FRAUD (CONTINUED)

Civil Prosecution

In addition to or in lieu of criminal prosecution

Civil False Claims Act, 31 U.S.C. §§ 3729-3733

- Liability includes up to treble damages (3x actual damages) and a civil penalty of up to $23,607 for each false claim
- False claims liability may include payments received when the government relied upon false information in the award proposal, in a certification of current cost or pricing data, in a request for payment, or in progress reports
- Although the statute requires knowledge that the claim was false, knowledge includes "deliberate ignorance" or "reckless disregard of the truth"
- Whistleblowers can receive up to 30% of the recovery amount for reporting fraud via *qui tam* provisions of the False Claims Act

CONSEQUENCES OF COMMITTING FRAUD (CONTINUED)

Administrative Remedies

- Government can terminate contracts/grants tainted by fraud
- Government can suspend/debar the entity, owner, and/or employees
  - Results in prohibition from receiving any federal grants or contracts, or working as a sub-grantee on federal grants or a sub-contractor on federal contracts
  - Debarment is typically for three years, but can be for a longer period
- Administrative remedies are in addition to or in lieu of criminal and civil liability

RECOMMENDATIONS

The government retains the right to examine the status of an EDA Assistance award at any time.

Status checks include:

- Site visits
- Requests for records including financial documents and timesheets

Good recordkeeping will help ensure successful status checks and eliminate potential issues.

RECOMMENDATIONS

Good Records: Key to Protecting Yourself

Documentation

- Timesheets for hours worked by ALL involved employees
- All financial receipts, invoices and statements for expenses related to the project

Updates on the project status, including successes/failures

- Keep regular records at the business-level so you have all facts on hand if needed/requested by the government
- Documentation to support performance metrics

Records Retention Time Frames and other Requirements

- See 2 CFR § 200.334

IMPORTANT TO REMEMBER!

:ecord Retention and Access

200.334 Retention requirements for records.

inancial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a perioc f three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the ubmission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a ubrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The nly exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) ***If submitted for negotiation.*** If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) ***If not submitted for negotiation.*** If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

IMPORTANT TO REMEMBER!

If you are unsure about any of the requirements relating to the award of an EDA Assistance grant/cooperative agreement:

- Contact the appropriate EDA POC and provide all relevant facts
- Request written guidance from the EDA POC, and
- **Follow it!**

ADDITIONAL RESOURCES

13 CFR Chapter III – Economic Development Administration (Parts 300-315)
https://www.ecfr.gov/current/title-13/chapter-III

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II

Grant Fraud & Scams – Grants.gov
https://www.grants.gov/learn-grants/grant-fraud.html

Department of Commerce – Grants and Cooperative Agreement Manual
https://www.commerce.gov/oam/files/grants-and-cooperative-agreements-grants-manual-april-20-2021

REPORT FRAUD, WASTE, AND ABUSE

U.S. Department of Commerce
Office of Inspector General

Office of Investigations

OIG HOTLINE
Phone: (800) 424-5197

Online Complaint Form:
https://www.oig.doc.gov/Pages/Hotline.aspx#complainthotline

For more information please visit our website
www.oig.doc.gov

CERTIFICATE OF TRAINING COMPLETION

- **All EDA grantees must successfully complete this training and submit the signed completion certificate(s) to the EDA Project Officer listed in the Specific Award Conditions or via the EDGE website within 60 days of grant award.**

Failure to comply with this requirement may result in a finding of non-compliance with the terms and conditions of your award.

CERTIFICATE OF TRAINING COMPLETION

The undersigned has fully and completely reviewed this training on behalf of the applicant/awardee, understands the information presented in this training, and has the authority to make this certification as the awardee. The undersigned has also read and understood the Notice of Funding Opportunity, Specific Award Conditions, and Standard Terms and Conditions applicable to this Award. The undersigned understands providing false or misleading information during any part of the proposal, award, or performance phase of an EDA assistance award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 U.S.C. § 1001; treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729 *et seq.*; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other administrative remedies including termination of active EDA assistance awards.

_____ _____

Signature **Date**

_____

Name

_____

Entity Name

_____

Position Title

Per the training instructions, return signed either to the relevant EDA Project Officer or via the EDGE website, as applicable, within 60 days of grant award. A separate Certification is required for each Authorized Signer on the Award. This Certification must be signed by the same Individual(s) executing the Notice of Award.

EDA Award Number _____

Certificate One

CERTIFICATE OF TRAINING COMPLETION

The undersigned has fully and completely reviewed this training on behalf of the applicant/awardee, understands the information presented in this training, and has the authority to make this certification as the awardee. The undersigned has also read and understood the Notice of Funding Opportunity, Specific Award Conditions, and Standard Terms and Conditions applicable to this Award. The undersigned understands providing false or misleading information during any part of the proposal, award, or performance phase of an EDA assistance award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 U.S.C. § 1001; treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729 *et seq.*; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other administrative remedies including termination of active EDA assistance awards.

_____ _____

Signature **Date**

_____

Name

_____

Entity Name

_____

Position Title

Per the training instructions, return signed either to the relevant EDA Project Officer or via the EDGE website, as applicable, within 60 days of grant award. A separate Certification is required for each Authorized Signer on the Award. This Certification must be signed by the same Individual(s) executing the Notice of Award.

EDA Award Number _____ **Certificate Two**

CERTIFICATE OF TRAINING COMPLETION

The undersigned has fully and completely reviewed this training on behalf of the applicant/awardee, understands the information presented in this training, and has the authority to make this certification as the awardee. The undersigned has also read and understood the Notice of Funding Opportunity, Specific Award Conditions, and Standard Terms and Conditions applicable to this Award. The undersigned understands providing false or misleading information during any part of the proposal, award, or performance phase of an EDA assistance award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 U.S.C. § 1001; treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729 *et seq.*; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other administrative remedies including termination of active EDA assistance awards.

_____ _____

Signature **Date**

_____

Name

_____

Entity Name

_____

Position Title

Per the training instructions, return signed either to the relevant EDA Project Officer or via the EDGE website, as applicable, within 60 days of grant award. A separate Certification is required for each Authorized Signer on the Award. This Certification must be signed by the same Individual(s) executing the Notice of Award.

EDA Award Number _____

Certificate Three

DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS

12 November 2020

DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

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PREFACE

This document sets out the standard terms and conditions (ST&Cs) applicable to this U.S. Department of Commerce (DOC or Commerce) financial assistance award (hereinafter referred to as the DOC ST&Cs or Standard Terms). A non-Federal entity[1] receiving a DOC financial assistance award must, in addition to the assurances made as part of the application, comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, and any other terms and conditions incorporated into this DOC financial assistance award. In addition, unless otherwise provided by the terms and conditions of this DOC financial assistance award, Subparts A through E of 2 C.F.R. Part 200 and the Standard Terms are applicable to for-profit entities, foreign public entities and to foreign organizations that carry out a DOC financial assistance award.[2]

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: federal laws and regulations, applicable notices published in the *Federal Register*, E.O.s, OMB circulars, DOC ST&Cs, agency standard award conditions (if any), and specific award conditions. A specific award condition may amend or take precedence over a Standard Term on a case-by-case basis, when indicated by the specific award condition.

Some of the Standard Terms herein contain, by reference or substance, a summary of the pertinent statutes, regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), E.O.s, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (*e.g.*, SF-424s) or through DOC forms (*e.g.* Form CD-511). To the extent that it is a summary, such Standard Term provision is not in derogation of, or an amendment to, any such statute, regulation, E.O., OMB circular, certification, or assurance.

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[1] Note that the OMB Uniform Guidance uses the term "non-Federal entity" to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because some of the provisions of these DOC ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these DOC ST&Cs use the terms "non-Federal entity," "recipient," and "subrecipient" consistent with their meanings in the OMB Uniform Guidance. In addition, the OMB Uniform Guidance uses the term "pass-through entity" to refer to a non-Federal entity that makes a subaward. As defined at 2 C.F.R. § 200.1:
"Non-Federal entity" is "a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient."
"Recipient" is "an entity, usually but not limited to non-Federal entities, that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award."
"Subrecipient" is "an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency."
"Pass-through entity" is "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

[2] *See* 2 C.F.R. § 200.1 for the definitions of "foreign public entity" and "foreign organization."

DOC commenced implementation of the Research Terms and Conditions (RT&Cs) for Federal awards effective October 1, 2017; the RT&Cs address and implement the Uniform Guidance issued by OMB. For awards designated on the Form CD-450 (Financial Assistance Award) as Research, both the DOC ST&Cs and the RT&Cs as implemented by DOC apply to the award. The RT&Cs as well as the DOC implementation statement, agency specific requirements, prior approval matrix, subaward requirements, and national policy requirements are posted on the National Science Foundation's website – https://www.nsf.gov/awards/managing/rtc.jsp. The DOC ST&Cs and the RT&Cs are generally intended to harmonize with each other; however, where the DOC ST&Cs and the RT&Cs differ in a Research award, the RT&Cs prevail, unless otherwise indicated in a specific award condition.

A. PROGRAMMATIC REQUIREMENTS

.01 Reporting Requirements

a. Recipients must submit all reports as required by DOC, electronically or, if unable to submit electronically, in hard copy, as outlined below and as may be supplemented by the terms and conditions of a specific DOC award.

b. Performance (Technical) Reports. Recipients must submit performance (technical) reports to the Program Officer. Performance (technical) reports should be submitted in the same frequency as the Form SF-425 (Federal Financial Report), unless otherwise directed by the Grants Officer.

1. Performance (technical) reports must contain the information prescribed in 2 C.F.R. § 200.329 (Monitoring and reporting program performance), unless otherwise specified in the award conditions.

2. As appropriate and in accordance with the format provided by the Program Officer (or other OMB-approved information collections, including the Research Program Performance Report [RPPR] as adopted by DOC for use in research awards), recipients are required to relate financial data to the performance accomplishments of this Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The recipient's performance will be measured in a way that will help DOC to improve program outcomes, share lessons learned, and spread the adoption of best or promising practices. As described in 2 C.F.R. § 200.211 (Information contained in a Federal award), DOC will identify the timing and scope of expected performance by the recipient as related to the outcomes intended to be achieved by the Federal program.

3. Recipients (or pass-through entities as applicable) must submit a final performance report within 120 calendar days after the expiration of the period of performance. The subrecipient is required to submit its final performance report to the pass-through entity within 90 calendar days unless an extension has been granted.

c. Financial Reports. In accordance with 2 C.F.R. § 200.328 (Financial reporting), the recipient must submit a Form SF-425 (Federal Financial Report) or any successor form on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a specific award condition. Reports must be submitted to DOC as directed by the Grants Officer, in accordance with the award conditions and are due no later than 30 calendar days following the end of each reporting period. Recipients (or pass-through entities as applicable) must submit a final Form SF-425 within 120 calendar days after the expiration of the period of performance. The subrecipient is required to submit its financial report to the pass-through entity within 90 calendar days unless an extension has been granted. A recipient may submit a final financial report in lieu of an interim financial report due at the end of the period of performance (*e.g.*, in lieu of submitting a financial report for the last semi-annual or other reporting under an award, a recipient may submit a final (cumulative) financial report covering the entire award period).

d. Real Property, Tangible Personal Property and Intangible Property Reports and Requests for Dispositions. Unless otherwise required by the terms and conditions of a DOC financial assistance award, where real property, tangible personal property or intangible property is acquired or improved (in the case of real property or tangible personal property), or produced or acquired (in the case of intangible property), pursuant to a DOC award, non-Federal entities are required to submit the following real property, tangible personal property and intangible property reports (as appropriate):

1. Real Property Status Reports and Requests for Dispositions: Non-Federal entities must submit reports using Form SF-429 (Real Property Status Report) or any successor form, including appropriate attachments thereto, at least annually disclosing the status of real property that is Federally-owned property or real property in which the Federal Government retains a Federal Interest, unless the Federal Interest in the real property extends 15 years or longer. In cases where the Federal Interest attached is for a period of 15 years or more, the DOC or pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or, the DOC or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years). In addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-429, with appropriate attachments, relating to a non-Federal entity's request to acquire, improve or contribute real property under a DOC financial assistance award.
Non-Federal entities wishing to dispose of real property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-429, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.311(c). *See also* the real property standards set forth in Section C. of these Standard Terms (Property Standards).

2. Tangible Personal Property Status Reports and Requests for Dispositions: DOC or a pass-through entity may also require a non-Federal entity to submit periodic reports using Form SF-428 (Tangible Personal Property Report) or any successor form, including appropriate attachments thereto, concerning tangible personal property that is Federally-owned or tangible personal property in which the Federal Government retains an interest. In

addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-428 in connection with a non-Federal entity's request to dispose of tangible personal property acquired under a DOC financial assistance award. Non-Federal entities wishing to dispose of tangible personal property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-428, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.313(e). *See also* the tangible property standards set forth in Section C. of these Standard Terms (Property Standards).

3. Intangible Property Status Reports and Requests for Dispositions: The specific requirements governing the development, reporting, and disposition of rights to intangible property, including inventions and patents resulting from DOC awards, are set forth in 37 C.F.R. Part 401, which is hereby incorporated by reference into this award. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.iedison.gov. Non-Federal entities may obtain a waiver of this electronic submission requirement by providing to the Grants Officer compelling reasons for allowing the submission of paper reports. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e). *See also* the intangible property standards set forth in Section C. of these Standard Terms (Property Standards).

e. Subawards and Executive Compensation Reports. For reporting requirements on subawards and Executive Compensation, see paragraph G.05.o of these Standard Terms (The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)).

f. Recipient Integrity and Performance Matters. For reporting requirements pertaining to integrity and performance matters, see paragraph G.05.p of these Standard Terms (Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)).

g. Research Performance Progress Reports. All research awards shall submit the Research Performance Progress Report (RPPR) in accordance with instructions set forth in the following link: RPPR Instructions.

.02 Revisions of Program Plans

In accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)), the recipient must obtain prior written approval from the DOC Grants Officer for certain proposed programmatic change requests, unless otherwise provided by the terms and conditions of a DOC award. Requests for prior approval for changes to program plans must be submitted to the Federal Program Officer (or electronically for awards administered through Grants Online). Requests requiring prior DOC approval are not effective unless and until approved in writing by the DOC Grants Officer.

.03 Other Federal Awards with Similar Programmatic Activities

The recipient must immediately provide written notification to the DOC Program Officer and the DOC Grants Officer if, subsequent to receipt of the DOC award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.

.04 Prohibition against Assignment by a Non-Federal Entity

A non-Federal entity must not transfer, pledge, mortgage, assign, encumber or hypothecate a DOC financial assistance award or subaward, or any rights to, interests therein or claims arising thereunder, to any party or parties, including but not limited to banks, trust companies, other financing or financial institutions, or any other public or private organizations or individuals without the express prior written approval of the DOC Grants Officer or the pass-through entity (which, in turn, may need to obtain prior approval from the DOC Grants Officer).

.05 Disclaimer Provisions

a. The United States expressly disclaims all responsibility or liability to the non-Federal entity or third persons (including but not limited to contractors) for the actions of the non-Federal entity or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any subaward, contract, or subcontract under this award.

b. The acceptance of this award or any subaward by the non-Federal entity does not in any way constitute an agency relationship between the United States and the non-Federal entity or the non-Federal entity's contractors or subcontractors.

.06 Unsatisfactory Performance or Non-Compliance with Award Provisions

a. Failure to perform the work in accordance with the terms of the award and maintain satisfactory performance as determined by DOC may result in the imposition of additional award conditions pursuant to 2 C.F.R. § 200.208 (Specific conditions) or other appropriate enforcement action as specified in 2 C.F.R. § 200.339 (Remedies for noncompliance).

b. Failure to comply with the provisions of an award will be considered grounds for appropriate enforcement action pursuant to 2 C.F.R. § 200.339 (Remedies for noncompliance), including but not limited to: the imposition of additional award conditions in accordance with 2 C.F.R. § 200.208 (Specific conditions); temporarily withholding award payments pending the correction of the deficiency; changing the payment method to reimbursement only; the disallowance of award costs and the establishment of an accounts receivable; wholly or partially suspending or terminating an award; initiating suspension or debarment proceedings in accordance with 2 C.F.R. Parts 180 and 1326; and such other remedies as may be legally available.

c. 2 C.F.R. §§ 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to an award that is terminated prior to the end of the period of performance

due to the non-federal entity's material failure to comply with the award terms and conditions. In addition, the failure to comply with the provisions of a DOC award may adversely impact the availability of funding under other active DOC or Federal awards and may also have a negative impact on a non-Federal entity's eligibility for future DOC or Federal awards.

B. FINANCIAL REQUIREMENTS

.01 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a) (Financial Management), each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State's own funds. In addition, the State's and any other non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions applicable to the Federal award. *See also* 2 C.F.R. § 200.450 (Lobbying) for additional management requirements to verify that Federal funds are not used for unallowable lobbying costs.

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b). *See also* 2 C.F.R. §§ 200.334 (Retention requirements for records); 200.335 (Requests for transfer of records); 200.336 (Methods for collection, transmission and storage of information); 200.337 (Access to records); and 200.338 (Restrictions on public access to records).

.02 Award Payments

a. Consistent with 2 C.F.R. § 200.305(a) (Federal payment), for States, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 (Rules and Procedures for Efficient Federal-State Funds Transfers) and Treasury Financial Manual Volume I, 4A-2000 (Overall Disbursing Rules for All Federal Agencies).

b. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

1. The Grants Officer determines the appropriate method of payment and, unless otherwise stated in a specific award condition, the advance method of payment must be authorized. Advances must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. Unless otherwise provided by the terms and conditions of a DOC award, non-Federal entities must time advance payment requests so that Federal funds are on hand for a maximum of 30 calendar days before being disbursed by the

non-Federal entity for allowable award costs.

2. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity or if a non-Federal entity otherwise fails to continue to qualify for the advance method of payment, the Grants Officer or the pass-through entity may change the method of payment to reimbursement only.

c. Unless otherwise provided for in the award terms, payments from DOC to recipients under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP) system. Under the ASAP system, payments are made through preauthorized electronic funds transfers directly to the recipient's bank account, in accordance with the requirements of the Debt Collection Improvement Act of 1996. To receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which allows them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts. The following information will be required to make withdrawals under ASAP:

1. ASAP account number – the Federal award identification number found on the cover sheet of the award;

2. Agency Location Code (ALC); and

3. Region Code.

d. Recipients enrolled in the ASAP system do not need to submit a Form SF-270 (Request for Advance or Reimbursement) for payments relating to their award. Awards paid under the ASAP system will contain a specific award condition, clause, or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system.

e. When the Form SF-270 or successor form is used to request payment, the recipient must submit the request no more than monthly, and advances must be approved for periods to cover only expenses reasonably anticipated over the next 30 calendar days. Prior to receiving payments via the Form SF-270, the recipient must complete and submit to the Grants Officer the Form SF-3881 (ACH Vendor Miscellaneous Payment Enrollment Form) or successor form along with the initial Form SF-270. Form SF-3881 enrollment must be completed before the first award payment can be made via a Form SF-270 request.

f. The Federal award identification number must be included on all payment-related correspondence, information, and forms.

g. Non-Federal entities receiving advance award payments must adhere to the depository requirements set forth in 2 C.F.R. §§ 200.305(b)(7) through (b)(11). Interest amounts up to $500 per non-Federal entity's fiscal year may be retained by the non-Federal entity for administrative expenses.

.03 Federal and Non-Federal Sharing

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares must be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs exceed the total approved budget, the Federal share must not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or third-party in-kind contributions, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or third-party in-kind contributions. In any case, the recipient must meet its cost share commitment as set forth in the terms and conditions of the award; failure to do so may result in the assignment of specific award conditions or other further action as specified in Standard Term A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). The non-Federal entity must create and maintain sufficient records justifying all non-Federal sharing requirements to facilitate questions and audits; see Section D of these Standard Terms (Audits), for audit requirements. *See* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.04 Budget Changes and Transfer of Funds among Categories

a. Recipients are required to report deviations from the approved award budget and request prior written approval from DOC in accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)). Requests for such budget changes must be submitted to the Grants Officer (or electronically for awards serviced through Grants Online) who will notify the recipient of the final determination in writing. Requests requiring prior DOC approval do not become effective unless and until approved in writing by the DOC Grants Officer.

b. In accordance with 2 C.F.R. § 200.308(f), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is equal to or less than the simplified acquisition threshold. For awards in which the Federal share of the project exceeds the simplified acquisition threshold, transfers of funds among direct cost categories must be approved in writing by the Grants Officer when the cumulative amount of such direct costs transfers exceeds 10 percent of the total budget as last approved by the Grants Officer. The 10 percent threshold applies to the total Federal and non-Federal funds authorized by the Grants Officer at the time of the transfer request. This is the accumulated amount of Federal funding obligated to date by the Grants Officer along with any non-Federal share. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without Grants Officer approval. Any transfer that causes any Federal appropriation, or part thereof, to be used for an unauthorized purpose is not and will not be permitted. In addition, this provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (Revision

of budget and program plans) (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

.05 Program Income

Unless otherwise indicated in the award terms, program income may be used for any required cost sharing or added to the project budget, consistent with 2 C.F.R. § 200.307 (Program income).

.06 Indirect or Facilities and Administrative Costs

a. Indirect costs (or facilities and administration costs (F&A)) for major institutions of higher education and major nonprofit organizations can generally be defined as costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Indirect costs will not be allowable charges against an award unless permitted under the award and specifically included as a line item in the award's approved budget.

b. Unrecovered indirect costs, including unrecovered indirect costs on cost sharing or matching, may be included as part of cost sharing or matching as allowed under 2 C.F.R. § 200.306(c) (Cost sharing or matching) or the terms and conditions of a DOC award.

c. Cognizant Agency for Indirect (F&A) Costs. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with non-Federal entities in common areas. The cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. In accordance with Appendices III – VII to 2 C.F.R. Part 200 the cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. With respect to for-profit organizations, the term cognizant Federal agency generally is defined as the agency that provides the largest dollar amount of negotiated contracts, including options. *See* 48 C.F.R. § 42.003. If the only Federal funds received by a commercial organization are DOC award funds, then DOC becomes the cognizant Federal agency for indirect cost negotiations.

1. General Review Procedures Where DOC is the Cognizant Agency.

   i. Within 90 calendar days of the award start date, the recipient must submit to the Grants Officer any documentation (indirect cost proposal, cost allocation plan, etc.) necessary to allow DOC to perform the indirect cost rate proposal review. Below are two sources available for guidance on how to put an indirect cost plan together:

   (A) Department of Labor: https://www.dol.gov/oasam/boc/dcd/np-comm-guide.htm or
   (B) Department of the Interior: https://www.doi.gov/ibc/services/finance/indirect-Cost-Services/.

   ii. The recipient may use the rate proposed in the indirect cost plan as a provisional rate until the DOC provides a response to the submitted plan.

iii. The recipient is required to annually submit indirect cost proposals no later than six months after the recipient's fiscal year end, except as otherwise provided by 2 C.F.R. § 200.414(g).

2. When DOC is not the oversight or cognizant Federal agency, the recipient must provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement within 30 calendar days of receipt of a negotiated rate agreement or submission of a negotiated rate proposal.

3. If the recipient is proposing indirect costs as part of a project budget, but is not required to have a negotiated rate agreement pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b (*i.e.*, a governmental department or agency that receives $35 million or less in direct Federal funding), the recipient may be required to provide the Grants Officer with a copy of its Certificate of Indirect Costs as referenced in 2 C.F.R. Part 200, Appendix VII, Paragraph D.3. or such other documentation, acceptable in form and substance to the Grants Officer, sufficient to confirm that proposed indirect costs are calculated and supported by documentation in accordance with 2 C.F.R. Part 200, Appendix VII. In cases where the DOC is the recipient's cognizant Federal agency, the DOC reserves the right, pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b, to require the recipient to submit its indirect cost rate proposal for review by DOC.

d. If the recipient fails to submit required documentation to DOC within 90 calendar days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

e. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient is the lesser of:

1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or

2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, in accordance with 2 C.F.R 200 Appendix III, C.7, provided that the rate is approved on or before the award end date.

f. In accordance with 2 CFR § 200.414(c)(3), DOC set forth policies, procedures, and general decision-making criteria for deviations from negotiated indirect cost rates. These policies and procedures are applicable to all Federal financial assistance programs awarded and administered by DOC bureaus as Federal awarding agencies and may be found at http://www.osec.doc.gov/oam/grants_management/policy/documents/FAM%202015-02.pdf.

g. In accordance with 2 CFR § 200.414(g), any non-Federal entity that has a negotiated indirect cost rate may apply to the entity's cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

h. In accordance with 2 CFR § 200.414(f), any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in paragraph D.1.b of Appendix VII to 2 CFR Part 200, may elect to charge a de minimis rate of 10 percent of modified total direct costs. No documentation is required to justify the 10 percent de minimis indirect cost rate.

.07 Incurring Costs or Obligating Federal Funds Before and After the Period of Performance

a. In accordance with 2 C.F.R. § 200.309 (Modifications to Period of Performance) and the terms and conditions of a DOC award, a non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance, which is established in the award document. As defined at 2 C.F.R. § 200.1, the "period of performance" means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the Period of Performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period." The period of performance may sometimes be referred to as the project period or award period. This Standard Term is subject to exceptions for allowable costs pertaining to: (i) pre-award costs (*see* 2 C.F.R. § 200.458); (ii) publication and printing costs (*see* 2 C.F.R. § 200.461); and administrative costs incurred relating to the close-out of an award (*see* 2 C.F.R. § 200.344).

b. Reasonable, necessary, allowable and allocable administrative award closeout costs are authorized for a period of up to 120 calendar days following the end of the period of performance. For this purpose, award closeout costs are those strictly associated with close-out activities and are typically limited to the preparation of final progress, financial, and required project audit reports, unless otherwise approved in writing by the Grants Officer. A non-Federal entity may request an extension of the 120-day closeout period, as provided in 2 C.F.R. § 200.344 (Closeout).

c. Unless authorized by a specific award condition, any extension of the period of performance may only be authorized by the Grants Officer in writing. This is not a delegable authority. Verbal or written assurances of funding from anyone other than the Grants Officer does not constitute authority to obligate funds for programmatic activities beyond the end of the period of performance.

d. The DOC has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the period of performance is at the sole discretion of DOC.

.08 Tax Refunds

The non-Federal entity shall contact the Grants Officer immediately upon receipt of the refund of any taxes, including but not limited to Federal Insurance Contributions Act (FICA) taxes, Federal Unemployment Tax Act (FUTA) taxes, or Value Added Taxes (VAT) that were allowed as charges to a DOC award, regardless of whether such refunds are received by the non-Federal entity during or after the period of performance. The Grants Officer will provide written disposition instructions to the non-Federal entity, which may include the refunded taxes being credited to the award as either a cost reduction or a cash refund, or may allow the non-Federal entity to use such refunds for approved activities and costs under a DOC award. *See* 2 C.F.R. § 200.470 (Taxes (including Value Added Tax)).

.09 Internal Controls

Each recipient must comply with standards for internal controls described at 2 C.F.R. § 200.303 (Internal controls). The "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States referenced in § 200.303 are available online at http://www.gao.gov/assets/80/76455.pdf and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) is available online at Internal Control Guidance.

C. PROPERTY STANDARDS

.01 Standards

Each non-Federal entity must comply with the Property Standards set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship).

.02 Real and Personal Property

a. In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and other personal property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life, as determined by the Grants Officer in consultation with the Program Office, during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the non-Federal entity must comply with all use and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship), as applicable, and in the terms and conditions of the Federal award.

b. The Grants Officer may require a non-Federal entity to execute and to record (as applicable) a statement of interest, financing statement (form UCC-1), lien, mortgage or other public notice of record to indicate that real or personal property acquired or improved in whole or in part with Federal funds is subject to the Federal Interest, and that certain use and disposition

requirements apply to the property. The statement of interest, financing statement (Form UCC 1), lien, mortgage or other public notice must be acceptable in form and substance to the DOC and must be placed on record in accordance with applicable State and local law, with continuances re-filed as appropriate. In such cases, the Grants Officer may further require the non-Federal entity to provide the DOC with a written statement from a licensed attorney in the jurisdiction where the property is located, certifying that the Federal Interest has been protected, as required under the award and in accordance with applicable State and local law. The attorney's statement, along with a copy of the instrument reflecting the recordation of the Federal Interest, must be returned to the Grants Officer. Without releasing or excusing the non-Federal entity from these obligations, the non-Federal entity, by execution of the financial assistance award or by expending Federal financial assistance funds (in the case of a subrecipient), authorizes the Grants Officer and/or program office to file such notices and continuations as it determines to be necessary or convenient to disclose and protect the Federal Interest in the property. The Grants Officer may elect not to release any or a portion of the Federal award funds until the non-Federal entity has complied with this provision and any other applicable award terms or conditions, unless other arrangements satisfactory to the Grants Officer are made.

.03 Intellectual Property Rights

a. General. The rights to any work or other intangible property produced or acquired under a Federal award are determined by 2 C.F.R. § 200.315 (Intangible property). The non-Federal entity owns any work produced or purchased under a Federal award subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

b. Inventions. Unless otherwise provided by law, the rights to any invention made by a non-Federal entity under a DOC financial assistance award are determined by the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and as codified in 35 U.S.C. § 200 *et seq.*, and modified by E.O. 12591 (52 FR 13414), as amended by E.O. 12618 (52 FR 48661). 35 U.S.C. § 201(h) defines "small business firm" as "a small business concern as defined at section 2 of Public Law 85–536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration." Section 1(b)(4) of E.O. 12591 extended the Bayh-Dole Act to non-Federal entities "regardless of size" to the extent permitted by law. The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards are described in more detail in 37 C.F.R. Part 401, which implements 35 U.S.C. 202 through 204 and includes standard patent rights clauses in 37 C.F.R. § 401.14, which is hereby incorporated by reference into this award.

The Bayh-Dole regulations set forth in 37 C.F.R. parts 401 and 404 were amended by 83 FR 15954, with an effective date of May 14, 2018 (Amended Bayh-Dole Regulations). The Amended Bayh-Dole Regulations apply to all new financial assistance awards issued on or after May 14, 2018. The Amended Bayh-Dole Regulations do not apply to financial assistance awards issued prior to May 14, 2018, including amendments made to such awards, unless an award amendment includes a specific condition incorporating the Amended Bayh-Dole Regulations into the terms and conditions of the subject award.

1. Ownership. A non-Federal entity may have rights to inventions in accordance with 37 C.F.R. Part 401. These requirements are technical in nature and non-Federal entities are encouraged to consult with their Intellectual Property counsel to ensure the proper interpretation of and adherence to the ownership rules. Unresolved questions pertaining to a non-Federal entities' ownership rights may further be addressed to the Grants Officer.

2. Responsibilities - iEdison. The non-Federal entity must comply with all the requirements of the standard patent rights clause and 37 C.F.R. Part 401, including the standard patent rights clause in 37 C.F.R. § 401.14. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.iedison.gov. Non-Federal entities may obtain a waiver of this electronic submission requirement by providing the Grants Officer with compelling reasons for allowing the submission of paper reports.

c. Patent Notification Procedures. Pursuant to E.O. 12889 (58 FR 69681), the DOC is required to notify the owner of any valid patent covering technology whenever the DOC or a non-Federal entity, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure proper notification, if the non-Federal entity uses or has used patented technology under this award without a license or permission from the owner, the non-Federal entity must notify the Grants Officer.

This notice does not constitute authorization or consent by the Government to any copyright or patent infringement occurring under the award.

d. A non-Federal entity may copyright any work produced under a Federal award, subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work, or authorize others to do so for Government purposes. Works jointly authored by DOC and non-Federal entity employees may be copyrighted, but only the part of such works authored by the non-Federal entity is protectable in the United States because, under 17 U.S.C. § 105, copyright protection is not available within the United States for any work of the United States Government. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the non-Federal entity to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking primary dissemination of the work.

e. Freedom of Information Act (FOIA). In response to a FOIA request for research data relating to published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOC will request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.

D. AUDITS

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, §§ 1 *et seq.*, an audit of the award may be conducted at any time. The Inspector General of the DOC, or any of his or her duly authorized representatives, must have the right to access any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This right also includes timely and reasonable access to the non-Federal entity's personnel for interview and discussion related to such documents. *See* 2 C.F.R. § 200.337 (Access to records). When the DOC Office of Inspector General (OIG) requires a program audit on a DOC award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with DOC, or any other Federal, State, or local audit entity.

.01 Organization-Wide, Program-Specific, and Project Audits

a. A recipient must, within 90 days of the end of its fiscal year, notify the Grants Officer of the amount of Federal awards, including all DOC and non-DOC awards, that the recipient expended during its fiscal year.

b. Recipients that are subject to the provisions of Subpart F of 2 C.F.R. Part 200 and that expend $750,000 or more in a year in Federal awards during their fiscal year must have an audit conducted for that year in accordance with the requirements contained in Subpart F of 2 C.F.R. Part 200. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted electronically to the Federal Audit Clearinghouse (FAC) through the FAC's Internet Data Entry System (IDES) (https://harvester.census.gov/facides/). In accordance with 2 C.F.R. § 200.425 (Audit services), the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer.

c. Unless otherwise specified in the terms and conditions of the award, entities that are not subject to Subpart F of 2 C.F.R. Part 200 (e.g., for-profit entities, foreign public entities and foreign organizations) and that expend $750,000 or more in DOC funds during their fiscal year (including both as a recipient and a subrecipient) must submit to the Grants Officer either: (i) a financial related audit of each DOC award or subaward in accordance with Generally Accepted Government Auditing Standards (GAGAS); or (ii) a project specific audit for each award or subaward in accordance with the requirements contained in 2 C.F.R. § 200.507. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted to the Grants Officer. In accordance with 2 C.F.R. § 200.425, the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer. Entities that are not subject to Subpart F of 2 C.F.R. Part 200 and that expend less than $750,000 in DOC funds in a given fiscal year are

not required to submit an audit(s) for that year, but must make their award-related records available to DOC or other designated officials for review and audit.

d. Recipients are responsible for compliance with the above audit requirements and for informing the Grants Officer of the status of their audit, including when the relevant audit has been completed and submitted in accordance with the requirements of this section. Failure to provide audit reports within the timeframes specified above may result in appropriate enforcement action, up to and including termination of the award, and may jeopardize eligibility for receiving future DOC awards.

e. In accordance with 2 C.F.R. § 200.332(d)(3), pass-through entities are responsible for issuing a management decision for applicable audit findings pertaining only to the Federal award provided by the pass-through entity to a subrecipient.

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC. For this reason, the recipient should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A recipient whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. The recipient has 30 calendar days from the date of the transmittal of the draft audit report to submit written comments and documentary evidence.

2. The recipient has 30 calendar days from the date of the transmittal of the final audit report to submit written comments and documentary evidence.

3. The DOC will review the documentary evidence submitted by the recipient and will notify the recipient of the results in an *Audit Resolution Determination Letter*. The recipient has 30 calendar days from the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal, unless this deadline is extended in writing by the DOC. The appeal is the last opportunity for the recipient to submit written comments and documentary evidence to the DOC to dispute the validity of the audit resolution determination.

4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of applicable interest, penalties and administrative fees on the debt in accordance with 15 C.F.R. Part 19. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively.

5. The DOC will review the recipient's appeal and notify the recipient of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, DOC will not accept any further documentary evidence from the recipient. No other administrative appeals are available in DOC.

E. DEBTS

.01 Payment of Debts Owed to the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed to the Federal Government. Any funds paid to a non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal government. In accordance with 2 C.F.R. § 200.346 (Collection of amounts due), if not paid within 90 calendar days after demand, DOC may reduce a debt owed to the Federal Government by:

1. Making an administrative offset against other requests for reimbursement;

2. Withholding advance payments otherwise due to the non-Federal entity; or

3. Taking any other action permitted by Federal statute.

The foregoing does not waive any claim on a debt that DOC may have against another entity, and all rights and remedies to pursue other parties are preserved.

b. DOC debt collection procedures are set out in 15 C.F.R. Part 19. In accordance with 2 C.F.R. § 200.346 (Collection of amounts due) and 31 U.S.C. § 3717, failure to pay a debt owed to the Federal Government must result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Commerce entities will transfer any Commerce debt that is delinquent for more than 120 calendar days to the U.S. Department of the Treasury's Financial Management Service for debt collection services, a process known as cross-servicing, pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12, and 15 C.F.R. § 19.9. DOC may also take further action as specified in DOC ST&C A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). Funds for payment of a debt must not come from other Federally-sponsored programs, and the DOC may conduct on-site visits, audits, and other reviews to verify that other Federal funds have not been used to pay a debt.

.02 Late Payment Charges

a. Interest will be assessed on the delinquent debt in accordance with section 11 of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3717(a)). The minimum annual interest rate to be assessed is the U.S. Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm and also published by the Department of the Treasury in the *Federal Register* (http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR) and in the *Treasury Financial Manual Bulletin*. The assessed rate must remain fixed for the duration of the indebtedness.

b. Penalties will accrue at a rate of not more than six percent per year or such other higher rate as authorized by law.

c. Administrative charges, i.e., the costs of processing and handling a delinquent debt, will be determined by the Commerce entity collecting the debt, as directed by the Office of the Chief Financial Officer and Assistant Secretary for Administration.

.03 Barring Delinquent Federal Debtors from Obtaining Federal Loans or Loan Insurance Guarantees

Pursuant to 31 U.S.C. § 3720B and 31 C.F.R. § 901.6, unless waived by DOC, the DOC is not permitted to extend financial assistance in the form of a loan, loan guarantee, or loan insurance to any person delinquent on a nontax debt owed to a Federal agency. This prohibition does not apply to disaster loans.

.04 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the DOC, a debtor who has a judgment lien against the debtor's property for a debt to the United States is not eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

F. CONFLICT OF INTEREST, CODE OF CONDUCT AND OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS

.01 Conflict of Interest and Code of Conduct

a. DOC Conflict of Interest Policy. In accordance with 2 C.F.R. § 200.112 (Conflict of interest), the non-Federal entity must disclose in writing any potential conflict of interest to the DOC or pass-through entity. In addition, a non-Federal entity will establish and maintain written standards of conduct that include safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of an award. It is the DOC's policy to maintain the highest standards of conduct and to prevent real or apparent conflicts of interest in connection with DOC financial assistance awards.

b. A conflict of interest generally exists when an interested party participates in a matter that has a direct and predictable effect on the interested party's personal or financial interests. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. A conflict also may exist where there is an appearance that an interested party's objectivity in performing his or her responsibilities under the project is impaired. For example, an appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, an interested party is unable to render

impartial assistance, services or advice to the recipient, a participant in the project or to the Federal Government. Additionally, a conflict of interest may result from non-financial gain to an interested party, such as benefit to reputation or prestige in a professional field. For purposes of the DOC Conflict of Interest Policy, an interested party includes, but is not necessarily limited to, any officer, employee or member of the board of directors or other governing board of a non-Federal entity, including any other parties that advise, approve, recommend, or otherwise participate in the business decisions of the recipient, such as agents, advisors, consultants, attorneys, accountants or shareholders. This also includes immediate family and other persons directly connected to the interested party by law or through a business arrangement.

c. Procurement-related conflict of interest. In accordance with 2 C.F.R. § 200.318 (General procurement standards), non-Federal entities must maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award and administration of contracts. *See* paragraph F.04 of these Standard Terms (Requirements for Procurements).

.02 Nonprocurement Debarment and Suspension

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

.03 Requirements for Subawards

a. The recipient or pass-through entity must require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. *See* 2 C.F.R. § 200.101(b)(2) (Applicability to different types of Federal awards), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.331-333 (Subrecipient monitoring and management).

b. The recipient or pass through entity may have more restrictive policies for the RTC ***waived*** prior approvals (no-cost extensions, re-budgeting, etc.) for their subaward recipients. Such restrictive policies must be addressed in their subaward agreements and in accordance with §200.331.

.04 Requirements for Procurements

a. States. Pursuant to 2 C.F.R. § 200.317 (Procurements by states), when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State must comply with 2 C.F.R. §§ 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), 200.322 (Domestic preferences for procurements), and

200.323 (Procurement of recovered materials), and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.327 (Contract provisions).

b. Other Non-Federal Entities. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. §§ 200.318 (General procurement standards) through 200.327 (Contract provisions) which include the requirement that non-Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

.05 Whistleblower Protections

This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

a. A Member of Congress or a representative of a committee of Congress.
b. An Inspector General.
c. The Government Accountability Office.
d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
e. An authorized official of the Department of Justice or other law enforcement agency.
f. A court or grand jury.
g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.06 Small Businesses, Minority Business Enterprises and Women's Business Enterprises

In accordance with 2 C.F.R. § 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), the recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. DOC encourages non-Federal entities to use small

businesses, minority business enterprises and women's business enterprises in contracts under financial assistance awards. The Minority Business Development Agency within the DOC will assist non-Federal entities in matching qualified minority business enterprises with contract opportunities. For further information visit MBDA's website at http://www.mbda.gov. If you do not have access to the Internet, you may contact MBDA via telephone or mail:

U.S. Department of Commerce
Minority Business Development Agency
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230
(202) 482-0101

G. NATIONAL POLICY REQUIREMENTS

.01 United States Laws and Regulations

This award is subject to the laws and regulations of the United States. The recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

.02 Non-Discrimination Requirements

No person in the United States may, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. The recipient agrees to comply with the non-discrimination requirements below:

a. Statutory Provisions

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;

2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

3. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the

basis of handicap under any program or activity receiving or benefiting from Federal assistance.

For purposes of complying with the accessibility standards set forth in 15 C.F.R. § 8b.18(c), non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards), which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects;

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance; and

6. Any other applicable non-discrimination law(s).

b. Other Provisions

1. Parts II and III of E.O. 11246 (Equal Employment Opportunity, 30 FR 12319),[3] which requires Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of E.O. 11246 and Department of Labor regulations implementing E.O. 11246 (41 C.F.R. § 60-1.4(b)).

2. E.O. 13166 (65 FR 50121, Improving Access to Services for Persons with Limited English Proficiency), requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. The DOC issued policy guidance on March 24, 2003 (68 FR 14180) to articulate the Title VI prohibition against national origin discrimination affecting LEP persons and to help ensure that non-Federal entities provide meaningful access to their LEP applicants and beneficiaries.

3. In accordance with E.O 13798 and Office of Management and Budget, M-20-09 – Guidance Regarding Federal Grants, states or other public grantees may not condition sub-awards of Federal grant money in a manner that would disadvantage grant applicants based on their religious character.

[3] As amended by E.O. 11375(32 FR 14303), E.O. 11478 (34 FR 12985), E.O. 12086 (43 FR 46501), E.O. 12107 (44 FR 1055), E.O. 13279 (F67 FR 77141), E.O. 13665 (79 FR 20749), and E.O. 13672 (79 FR 42971).

c. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination based on religion, "a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities."

.03 LOBBYING RESTRICTIONS

a. Statutory Provisions

Non-Federal entities must comply with 2 C.F.R. § 200.450 (Lobbying), which incorporates the provisions of 31 U.S.C. § 1352; and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with the DOC regulations published at 15 C.F.R. Part 28, which implement the New Restrictions on Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award and require the disclosure of the use of non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred to improperly influence are unallowable. *See* 2 C.F.R. § 200.450(b) and (c).

b. Disclosure of Lobbying Activities

Any recipient that receives more than $100,000 in Federal funding and conducts lobbying with non-federal funds relating to a covered Federal action must submit a completed Form SF-LLL (Disclosure of Lobbying Activities). The Form SF-LLL must be submitted within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The recipient must submit any required SF-LLL forms, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

.04 Environmental Requirements

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under

the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

a. The National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*)

The National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) implementing regulations (40 C.F.R. Parts 1500 through 1508) require that an environmental analysis be completed for all major Federal actions to determine whether they have significant impacts on the environment. NEPA applies to the actions of Federal agencies and may include a Federal agency's decision to fund non-Federal projects under grants and cooperative agreements when the award activities remain subject to Federal authority and control. Non-Federal entities are required to identify to the awarding agency any direct, indirect or cumulative impact an award will have on the quality of the human environment and assist the agency in complying with NEPA. Non-Federal entities may also be requested to assist DOC in drafting an environmental assessment or environmental impact statement if DOC determines such documentation is required, but DOC remains responsible for the sufficiency and approval of the final documentation. Until the appropriate NEPA documentation is complete and in the event that any additional information is required during the period of performance to assess project environmental impacts, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit the appropriate environmental information and NEPA documentation sufficient to enable DOC to make an assessment on any impacts that a project may have on the environment.

b. The National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*)

Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f) and the Advisory Council on Historic Preservation (ACHP) implementing regulations (36 C.F.R. Part 800) require that Federal agencies take into account the effects of their undertakings on historic properties and, when appropriate, provide the ACHP with a reasonable opportunity to comment. Historic properties include but are not necessarily limited to districts, buildings, structures, sites and objects. In this connection, archeological resources and sites that may be of traditional religious and cultural importance to Federally-recognized Indian Tribes, Alaskan Native Villages and Native Hawaiian Organizations may be considered historic properties. Non-Federal entities are required to identify to the awarding agency any effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Non-Federal entities may also be requested to assist DOC in consulting with State or Tribal Historic Preservation Officers, ACHPs or other applicable interested parties necessary to identify, assess, and resolve adverse effects to historic properties. Until such time as the appropriate NHPA consultations and documentation are complete and in the event that any additional information is required during the period of performance in order to assess project impacts on historic properties, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to

submit any information sufficient to enable DOC to make the requisite assessment under the NHPA.

Additionally, non-Federal entities are required to assist the DOC in assuring compliance with the Archeological and Historic Preservation Act of 1974 (54 U.S.C. § 312502 et seq., formerly 16 U.S.C. § 469a-1 et seq.); Executive Order 11593 (Protection and Enhancement of the Cultural Environment, May 13, 1971); Executive Order 13006 (Locating Federal Facilities on Historic Properties in Our Nation's Central Cities, May 21, 1996); and Executive Order 13007 (Indian Sacred Sites, May 24, 1996).

c. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)

Non-Federal entities must identify proposed actions in Federally defined floodplains and wetlands to enable DOC to decide whether there is an alternative to minimize any potential harm.

d. Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Non-Federal entities must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and E.O. 11738 (38 FR 25161), and must not use a facility on the Excluded Parties List (EPL) (located on the System for Award Management (SAM) website, SAM.gov) in performing any award that is nonexempt under 2 C.F.R. § 1532, and must notify the Program Officer in writing if it intends to use a facility that is on the EPL or knows that the facility has been recommended to be placed on the EPL.

e. The Flood Disaster Protection Act (42 U.S.C. §§ 4002 *et seq.*)

Flood insurance, when available, is required for Federally assisted construction or acquisition in flood-prone areas. Per 2 C.F.R. § 200.447(a), the cost of required flood insurance is an allowable expense, if it is reflected in the approved project budget.

f. The Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*)

Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.

g. The Coastal Zone Management Act (16 U.S.C. §§ 1451 *et seq.*)

Funded projects must be consistent with a coastal State's approved management program for the coastal zone.

h. The Coastal Barriers Resources Act (16 U.S.C. §§ 3501 *et seq.*)

Only in certain circumstances can Federal funding be provided for actions within a Coastal Barrier System.

i. The Wild and Scenic Rivers Act (16 U.S.C. §§ 1271 *et seq.*)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

j. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f *et seq.*)

This Act precludes Federal assistance for any project that the EPA determines may contaminate a sole source aquifer which threatens public health.

k. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*)

This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and provides that non-Federal entities give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

l. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, commonly known as Superfund) (42 U.S.C. §§ 9601 *et seq.*) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note *et seq.*)

These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

m. Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations")

Federal agencies are required to identify and address the disproportionately high and adverse human health or environmental effects of Federal programs, policies, and activities on low income and minority populations.

n. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Non-Federal entities must identify to DOC any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with the National Marine Fisheries Service (NMFS) regarding the potential effects of their actions and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency

procedures previously established under NEPA, the ESA, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

o. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)

CWA Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

p. Rivers and Harbors Act (33 U.S.C. § 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

q. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)

Many prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

r. Executive Order 13112 (Invasive Species, February 3, 1999)

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

s. Fish and Wildlife Coordination Act (16 U.S.C. § 661 *et seq.*)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the U.S.

Fish and Wildlife Service and fish and wildlife agencies of states must be consulted whenever waters of any stream or other body of water are "proposed or authorized, permitted or licensed to be impounded, diverted... or otherwise controlled or modified" by any agency under a Federal permit or license.

.05 OTHER NATIONAL POLICY REQUIREMENTS

a. Buy-American Preferences

Strengthening Buy-American Preferences for Infrastructure Projects. Recipients of covered programs (as defined in Executive Order 13858, 31 January 2019, and 2 C.F.R. §200.322 (Domestic preferences for procurements)) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under this Award.

b. Criminal and Prohibited Activities

1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).

2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.

3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.

7. To ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

c. Drug-Free Workplace

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the non-Federal entity take certain actions to provide a drug-free workplace.

d. Foreign Travel

1. Each non-Federal entity must comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

2. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable or use of U.S. flag air carrier service will not accomplish the agency's mission.

3. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website.

4. If a foreign air carrier is anticipated to be used for any portion of travel under a DOC financial assistance award, the non-Federal entity must receive prior approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates

of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer must make the final determination and notify the non-Federal entity in writing (which may be done through the recipient in the case of subrecipient travel). Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which any non-Federal entity improperly used a foreign air carrier.

Note: When using code-sharing flights (two or more airlines having flight numbers assigned to the same flight) involving U.S. flag carriers and non-U.S. flag carriers, the airline symbol and flight number of the U.S. flag carrier must be used on the ticket to qualify as a U.S. flag carrier (e.g. "*Delta Airlines Flight XXXX, operated by KLM*"). Conversely, if the ticket shows "[*Foreign Air Carrier*] *XXX, operated by Delta,*" that travel is using a foreign air carrier and is subject to the Fly America Act and must receive prior approval from the Grants Officer as outlined in paragraph G.05.d.4.

e. Increasing Seat Belt Use in the United States

Pursuant to E.O. 13043 (62 FR 19217), non-Federal entities should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally owned vehicles.

f. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies

1. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.

2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

g. Minority Serving Institutions Initiative

Pursuant to E.O.s 13555 (White House Initiative on Educational Excellence for Hispanics) (75 FR 65417), 13592 (Improving American Indian and Alaska Native

Educational Opportunities and Strengthening Tribal Colleges and Universities) (76 FR 76603), and 13779 (White House Initiative to Promote Excellence and Innovation at Historically Black Colleges and Universities) (82 FR 12499), DOC is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. DOC's goals include achieving full participation of MSIs to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. DOC encourages all applicants and non-Federal entities to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

h. Research Misconduct

The DOC adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by DOC must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Non-Federal entities must notify the Grants Officer of any allegation that meets the definition of research misconduct and detail the entity's inquiry to determine whether there is sufficient evidence to proceed with an investigation, as well as the results of any investigation. The DOC may take appropriate administrative or enforcement action at any time under the award, up to and including award termination and possible suspension or debarment, and referral to the Commerce OIG, the U.S. Department of Justice, or other appropriate investigative body.

i. Research Involving Human Subjects

1. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. Part 27 (Protection of Human Subjects). No research involving human subjects is permitted under this award unless expressly authorized by specific award condition, or otherwise in writing by the Grants Officer.

2. Federal policy defines a human subject as a living individual about whom an investigator (whether professional or student) conducting research (1) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or (2) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

3. DOC regulations at 15 C.F.R. Part 27 require that non-Federal entities maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity (generally through the recipient) must submit appropriate documentation to the Federal Program Officer for approval by the appropriate DOC officials. As applicable, this documentation must include:

i. Documentation establishing approval of an activity in the project by an Institutional Review Board (IRB) under a Federal wide Assurance issued by Department of Health and Human Services or other Federal agency guidelines (*see also* 15 C.F.R. § 27.103);

ii. Documentation to support an exemption for an activity in the project under 15 C.F.R. § 27.104(d);

iii. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form;

iv. Documentation of an IRB approval of continuing review approved prior to the expiration date of the previous IRB determination; and

v. Documentation of any reportable events, such as serious adverse events, unanticipated problems resulting in risk to subjects or others, and instances of noncompliance.

4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. In accordance with 15 C.F.R. § 27.118, if research involving human subjects is proposed after an award is made, the non-Federal entity must contact the Federal Program Officer and provide required documentation. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

j. Care and Use of Live Vertebrate Animals

Non-Federal entities must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. §§ 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations (9 C.F.R. Parts 1, 2, and 3); the Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. §§ 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any DOC financial assistance award unless authorized by the Grants Officer.

k. Management and Access to Data and Publications

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of who enter into appropriate or are otherwise subject to confidentiality and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained relating to a DOC financial assistance award.

2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

3. Publications, Videos, and Acknowledgment of Sponsorship.

i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded projects (*e.g.*, scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to print, recorded, or Internet materials, to the funding agency.

iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.

iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

This [report/video/etc.] was prepared by [recipient name] using Federal funds under award [number] from [name of operating unit], U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do

not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.

l. Homeland Security Presidential Directive

If the performance of this DOC financial assistance award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term "routine access" is defined as more than 180 calendar days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the DOC will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award must comply with DOC personal identity verification procedures that implement Homeland Security Presidential Directive 12 (Policy for a Common Identification Standard for Federal Employees and Contractors), Federal Information Processing Standard (FIPS) PUB 201, and OMB Memorandum M-05-24. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements listed in the term below. The recipient must insert the following term in all subawards and contracts when the subaward recipient or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

The subrecipient or contractor must comply with DOC personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.

The subrecipient or contractor must account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by DOC: (1) When no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; (3) Upon subaward or contract completion or termination.

m. Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

1. This clause applies to the extent that this financial assistance award encompasses activities that involve export-controlled items.

2. In performing this financial assistance award, a non-Federal entity may participate in activities involving items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The non-Federal entity must establish and maintain effective export compliance procedures at DOC and non-DOC facilities, including facilities located abroad, throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate restrictions on export-controlled items, to guard against any unauthorized exports, including in the form of releases or transfers to foreign nationals. Such releases or transfers may occur through visual inspection, including technology transmitted electronically, and oral or written communications.

3. Definitions

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application. The export (shipment, transmission, or release/transfer) of export-controlled items may require a license from DOC.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release or transfer of export-controlled items (specifically, technology or source code) to a foreign person (foreign national) in the U.S. Such release is "deemed" to be an export to the foreign person's most recent country of citizenship or permanent residency (*see* 15 C.F.R. § 734.13(a)(2) & (b)). A release may take the form of visual inspection or oral or written exchange of information. See 15 C.F.R. § 734.15(a). If such a release or transfer is made abroad to a foreign person of a country other than the country where the release occurs, it is considered a deemed re-export to the foreign person's most recent country of citizenship or permanent residency. See 15 C.F.R. § 734.14(a)(2). Licenses from DOC may be required for deemed exports or re-exports. An act causing the release of export-controlled items to a foreign person (e.g., providing or using an access key or code) may require authorization from DOC to the same extent that an export or re-export of such items to the foreign person would. See 15 C.F.R. § 734.15(b).

4. The non-Federal entity must secure all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that the export of such items, including in the form of release or transfer to foreign persons, is prevented, or licensed, as required by applicable Federal laws, E.O.s, and/or regulations, including the EAR.

5. As applicable, non-Federal entity personnel and associates at DOC sites will be informed of any procedures to identify and protect export-controlled items from unauthorized export.

6. To the extent the non-Federal entity wishes to release or transfer export-controlled items to foreign persons, the non-Federal entity will be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports. Failure to obtain any export licenses required under the EAR may subject the non-Federal entity to administrative or criminal enforcement. See 15 C.F.R. part 764.

7. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, E.O.s or regulations.

8. Compliance with this term will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports and re-exports of defense articles and services subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including the release of defense articles to foreign persons in the United States and abroad.

9. The non-Federal entity must include the provisions contained in this term in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve research or other activities that implicate export-controlled items.

n. The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as amended, and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if any non-Federal entity engages in certain activities related to trafficking in persons. The DOC hereby incorporates the following award term required by 2 C.F.R. § 175.15(b):

Trafficking in persons.

a. ***Provisions applicable to a recipient that is a private entity.***

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension).

b. ***Provision applicable to a recipient other than a private entity.*** *We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—*

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326, (Nonprocurement Debarment and Suspension).

c. ***Provisions applicable to any recipient.***

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. ***Definitions. For purposes of this award term****:*

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25;

ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); and (B) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

o. The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)

1. **Reporting Subawards and Executive Compensation.** Under FFATA, recipients of financial assistance awards of $30,000 or more are required to report periodically on executive compensation and subawards, as described in the following term from 2 C.F.R. Part 170, Appendix A, which is incorporated into this award:

Reporting Subawards and Executive Compensation

a. ***Reporting of first-tier subawards****.*

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward

to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. ***Reporting Total Compensation of Recipient Executives for non-Federal entities.***

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 C.F.R § 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile found at the System for Award Management (SAM) website located at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. ***Reporting of Total Compensation of Subrecipient Executives.***

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

See also 2 C.F.R. § 200.300(b).

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. ***Exemptions.*** *If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.*

e. ***Definitions****. For purposes of this award term:*

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 C.F.R. Part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization.

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R § 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

2. **System for Award Management (SAM) and Universal Identifier Requirements** -- as described in 2 C.F.R. Part 25, Appendix A, which is incorporated into this award:

System for Award Management (SAM) and Universal Identifier Requirements

a. ***Requirement for System for Award Management****. Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.*

b. ***Requirement for Unique Entity Identifier.*** *If you are authorized to make subawards under this Federal award, you:*

1. Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

c. ***Definitions for purposes of this term****:*

1. SAM means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.SAM.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 C.F.R. § 200.1 and also includes all of the following, for purposes of this part:

i. A foreign organization;

ii. A foreign public entity;

iii. A domestic for-profit organization; and

iv. A Federal agency.

4. Subaward has the meaning given in 2 C.F.R § 200.1.

5. Subrecipient has the meaning given in 2 C.F.R § 200.1.

See also 2 C.F.R. § 200.300(b).

p. Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report. Submit the information required about each proceeding that:

i. Is relating to the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

(A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(C) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(D) Any other criminal, civil, or administrative proceeding if:

I. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

II. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

III. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency. During any period when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions. For purposes of this award term and condition:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes:

(A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(B) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

q. Never Contract with the Enemy (2 C.F.R Part 183; 2 C.F.R. § 200.215)

Under 2 C.F.R. § 200.215 (Never contract with the enemy) Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 C.F.R. Part 183. These regulations affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

1. **Applicability.** This term applies only to recipients of covered grants or cooperative agreements, as defined in 2 C.F.R. § 183.35 Definitions.

2. **Requirements.** As applicable, recipients must fulfill the requirements as described in the following terms from 2 C.F.R. Part 183, Appendix A, which is incorporated into this award:

a. Term 1. Prohibition on Providing Funds to the Enemy.

1. The recipient must—

i. Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR Part 180.300 prior to issuing a subaward or contract and;

ii. Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

2. The recipient may include the substance of this clause, including this paragraph (1), in subawards under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

3. The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (1) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities

b. Term 2. Additional Access to Recipient Records.

1. In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations

2. The substance of this clause, including this paragraph (2), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

r. Prohibition on certain telecommunications and video surveillance services or equipment (Public Law 115-232, section 889; 2 C.F.R. § 200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain,
(2) Extend or renew a contract to procure or obtain, or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii). Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

s. Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

1. Unless there is an actual rescission of funds for specific grant or cooperative agreement obligations, non-Federal entities under Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Non-Federal entities are advised that ongoing activities by Federal employees involved in grant or cooperative agreement administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

2. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction, or clearance during the period of a possible government shutdown, the Program Officer or Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise non-Federal entities that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, non-Federal entities whose ability to withdraw funds is subject to prior agency approval, which in general are non-Federal entities that have been designated high risk, non-Federal entities under construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able to draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Non-Federal entities should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Non-Federal entities whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

3. The ASAP system should remain operational during a government shutdown. Non-Federal entities that do not require any Grants Officer or agency approval to draw down advance funds from their ASAP accounts should be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will still apply notwithstanding a government shutdown (see section B.02.b.1 of these terms).

CERTIFICATE OF TRAINING COMPLETION

The undersigned has fully and completely reviewed this training on behalf of the applicant/awardee, understands the information presented in this training, and has the authority to make this certification as the awardee. The undersigned has also read and understood the Notice of Funding Opportunity, Specific Award Conditions, and Standard Terms and Conditions applicable to this Award. The undersigned understands providing false or misleading information during any part of the proposal, award, or performance phase of an EDA assistance award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 U.S.C. § 1001; treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729 *et seq.*; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other administrative remedies including termination of active EDA assistance awards.

_____ _____

Signature **Date**

_____

Name

_____

Entity Name

_____

Position Title

Per the training instructions, return signed either to the relevant EDA Project Officer or via the EDGE website, as applicable, within 60 days of grant award. A separate Certification is required for each Authorized Signer on the Award. This Certification must be signed by the same Individual(s) executing the Notice of Award.

EDA Award Number _____ **Certificate One**

CERTIFICATE OF TRAINING COMPLETION

The undersigned has fully and completely reviewed this training on behalf of the applicant/awardee, understands the information presented in this training, and has the authority to make this certification as the awardee. The undersigned has also read and understood the Notice of Funding Opportunity, Specific Award Conditions, and Standard Terms and Conditions applicable to this Award. The undersigned understands providing false or misleading information during any part of the proposal, award, or performance phase of an EDA assistance award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 U.S.C. § 1001; treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729 *et seq.*; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other administrative remedies including termination of active EDA assistance awards.

_____ _____

Signature **Date**

_____

Name

_____

Entity Name

_____

Position Title

Per the training instructions, return signed either to the relevant EDA Project Officer or via the EDGE website, as applicable, within 60 days of grant award. A separate Certification is required for each Authorized Signer on the Award. This Certification must be signed by the same Individual(s) executing the Notice of Award.

EDA Award Number _____

Certificate Two

CERTIFICATE OF TRAINING COMPLETION

The undersigned has fully and completely reviewed this training on behalf of the applicant/awardee, understands the information presented in this training, and has the authority to make this certification as the awardee. The undersigned has also read and understood the Notice of Funding Opportunity, Specific Award Conditions, and Standard Terms and Conditions applicable to this Award. The undersigned understands providing false or misleading information during any part of the proposal, award, or performance phase of an EDA assistance award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 U.S.C. § 1001; treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729 *et seq.*; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other administrative remedies including termination of active EDA assistance awards.

_____ _____

Signature **Date**

_____

Name

_____

Entity Name

_____

Position Title

Per the training instructions, return signed either to the relevant EDA Project Officer or via the EDGE website, as applicable, within 60 days of grant award. A separate Certification is required for each Authorized Signer on the Award. This Certification must be signed by the same Individual(s) executing the Notice of Award.

EDA Award Number _____ **Certificate Three**

ATTACHMENT B

SERVICE AGREEMENT & SCOPE OF WORK

WASHINGTON STATE UNIVERSITY

Social and Economic Sciences Research Center

January 9, 2024

ATTACHMENT B

TO: Angi Klahn
Lead Analyst – Clallam County Commissioners' Office
223 E 4th St, Suite 4, Port Angeles WA 98362
Phone: 360.417.2235
angi.klahn@clallamcountywa.gov

FROM: Lena Le, Ph.D.
Social & Economic Sciences Research Center
Washington State University
PO Box 644014, Wilson-Short Hall # 133
Pullman, WA 99164-4014
509-335-1511/Fax 509-335-4688
http://www.sesrc.wsu.edu

Subject: SESRC Scope of Work for assisting North Olympic Peninsula Recompete Coalition with data analysis to develop Phase 2 proposal of Recompete Grant

Background

The objective of the Recompete program is to reduce persistent poverty, a primary cause of which is the result of a labor force participation rate below the national average. The support legislation was written by Representative Kilmer, 6th District of Washington, who continues to take an active interest in the outcome. The North Olympic Peninsula Recompete Coalition was awarded a Strategic Development Grant and invited to participate in Phase 2, one of 22 regions and the only one in Washington.

Critical to a successful application is a careful analysis of barriers that prevent people for successfully participating in the labor force. That analysis can inform directed intervention programs, workforce training opportunities, and long-term economic development. Each element of the proposed strategy should be carefully monitored, assessed, and modified from "learning by doing." Essential to success in these regards is access to appropriate data. Two important sources are Employment Security Department and the Department of Social and Human Services data sets.

The North Olympic Peninsula Recompete Coalition is requesting the SESRC to assist with compiling data from various sources in an effort to provide information about people ages 25 to 54, who have recently exited the labor force. The congregated dataset may include information about work history (sector employed, length of employment, income, etc.), demographic information (age, race, gender, education, family structure, etc.), and geographic location of residency with a special focus on the North Olympic Peninsula regions (Clallam and Jefferson counties).

Collaborative partners

North Olympic Peninsula Recompete Coalition (NOPRC)
Clallam Economic Development Council
Social & Economic Sciences Research Center (SESRC) at Washington State University
Employment Security Department (ESD)

Department of Social and Human Services (Port Angeles)

SESRC Tasks

1- The SESRC is acting as a coordinator to pull information from different sources such as ESD and DSHS to facilitate analysis and understanding of barriers to labor force participation in Clallam and Jefferson counties. Specific information that will assist with Recompete Phase 2 include:
   - Construction of an ESD data set containing data fields including industry, occupation, income, length of employment, etc., for those out of work or who have exhausted benefits. The data should contain individual values without identification numbers, and be organized using geographic indicators, ideally CENSUS tract, otherwise zip code.
   - Construction of a DSHS data set containing fields including work history, benefits received, income, etc. The data should contain individual values without identification numbers, and be organized using geographic indicators, ideally CENSUS tract, otherwise zip code.
   - The data sets should be constructed so that in the future they can be merged for more detailed analysis, especially with regard to individuals exiting the labor force.
   - Explore and examine other available data sources that may help further strengthen NOPRC's Phase 2 application such as WTB or other agencies.

2- The SESRC shall enter a data share agreement with appropriate agencies and shall act as an information depository. Currently, the SESRC is using a content collaboration platform with multi-factor authentication (MFA) to securely transfer information among related parties. Depending upon terms and conditions of data share agreements, we may utilize the SESRC's platform or other required system such as secured file transfer (SFT) by WaTech.

3- Assist NOPRC with phase 2 proposal as needed.

Estimated costs

ITEM	COST
Salary and wages	$12,523
Fringe benefit	$4,355
WS IRB fee	$2000
Research supplies (phone, postage, etc.)	$796
Total direct costs	$19,674
WSU indirect costs	$7,083
Total	$26,757

Estimated period of performance is February 01st to June 30th, 2024. We will notify the Sponsor in advance if the amount may exceed the estimated total. Additional works can be accommodated via amendments that specified the tasks.

3A

AGENDA ITEM SUMMARY

MAR 1 2 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Roads

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 3/12/24**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other Award Bid

Documents exempt from public disclosure attached: ☐

Executive summary:
The Public Works Department recommends the BOCC award the contract for the 2024 Crushing Contract.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

This item is included in the 2024 Roads maintenance budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

That the Commissioners review, approve, & authorize the Chair to sign the letter awarding the contract to Bruch & Bruch Construction Inc. at the bid price $560,378.72 and also authorize the Chair to sign the contract documents once they are received back from the contractor with all relevant paperwork.

County Official signature & print name: Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi & Darby Twight

Relevant Departments: Public Works

Date submitted: 3/6/24

Clallam County Public Works Department

223 E. Fourth St., Suite 6
Port Angeles, WA 98362-3000
360-417-2379 Fax: 360-417-2513 E-mail: web_roads@clallamcountywa.gov

March 6, 2024

Honorable Board of Clallam County Commissioners
Clallam County Courthouse
223 E Fourth St., Suite 4
Port Angeles, WA 98362

Re: Bid Award – 2024 Crush Contract

Commissioners:

Yesterday, the Board of Clallam County Commissioners opened bids for the 2024 Crush Contract. The lowest responsible bidder for this project was Bruch & Bruch Construction Inc. of Port Angeles, Washington. A bid tabulation sheet is attached showing the results of that bid opening.

We recommend the award of this contract to Bruch & Bruch Construction Inc. at their total bid price of $560,378.72 including tax. We also recommend that you authorize execution of the contracts by the Chair of the Board once the Contractor has approved and signed the contracts and returned them with the required proof of insurance and U.B.I. certification.

Thank you for your consideration regarding this matter.

Sincerely,

Joe Donisi
County Engineer

( ) APPROVED
( ) DISAPPROVED

BOARD OF CLALLAM COUNTY COMMISSIONERS

X _____
Mike French, Chair

Date: _____

BID TABULATION SHEET - " 2024 Crushing Contract - BID OPENING "MARCH 5, 2024, 10:30 a.m. "

				Bruch & Bruch Construction Inc. PO Box 250 Port Angeles, WA 98362 (360)452-5388 (360)452-5433		Del Hur Industries, Inc. PO Box 1116 Port Angeles, WA 98362 (360)457-1133 (360)457-8773		ENGINEER'S ESTIMATE	
ITEM NO.	APR QTY	UNIT	DESCRIPTION	UNIT BID	UNIT TOTAL	UNIT BID	UNIT TOTAL	UNIT BID	UNIT TOTAL
1	1400	TN	1/2" CRUSHED CHIPS INCL HAUL KIRNER PIT	$ 39.50	$ 55,300.00	$ 37.94	$ 53,116.00	$ 31.00	$ 43,400.00
2	3500	TN	1/2" CRUSHED CHIPS INCL HAUL BLYN PIT	$ 38.50	$ 134,750.00	$ 40.34	$ 141,190.00	$ 32.00	$ 112,000.00
3	4060	TN	1/2" CRUSHED CHIPS INCL HAUL MORSE CREEK PIT	$ 35.75	$ 145,145.00	$ 33.34	$ 135,360.40	$ 28.00	$ 113,680.00
4	2065	TN	1/2"CRUSHED CHIPS INCL HAUL LAKE CREEK PIT	$ 32.50	$ 67,112.50	$ 43.14	$ 89,084.10	$ 26.00	$ 53,690.00
5	1110	TN	1/2"CRUSHED CHIPS INCL HAUL RANGER PIT	$ 26.75	$ 29,692.50	$ 27.39	$ 30,402.90	$ 25.00	$ 27,750.00
6	1,715	TN	1/2"CRUSHED CHIPS INCL HAUL HOKO ROAD PIT	$ 33.50	$ 57,452.50	$ 50.24	$ 86,161.60	$ 30.00	$ 51,450.00
7	900	TN	1/4"CRUSHED CHIPS INCL HAUL RANGER PIT	$ 29.50	$ 26,550.00	$ 38.85	$ 34,965.00	$ 25.00	$ 22,500.00
			SALES TAX 8.6%		$44,376.22		$49,044.08		$36,504.42
			GRAND TOTAL		$ 560,378.72		$ 619,324.08		$ 460,974.42

LG

AGENDA ITEM SUMMARY

MAR 12 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 3-11-24**

REGULAR AGENDA ☒ **Meeting Date: 3-12-24**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other - Notice

Documents exempt from public disclosure attached: ☐

Executive summary:
Board of Clallam County Commissioners will consider adopting by Resolution the attached budget reduction on March 26, 2024.
Budget reductions – a reduction in revenues and/or expenditures.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
See attached form(s).

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice – Budget reductions.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

NOTICE OF BUDGET REDUCTION

Notice is hereby given Clallam County will consider by Resolution of the Board the budget reduction shown below on March 26, 2024 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

PW – RID #149 Osborn Road – The Road Improvement District #149 Osborn Road project was completed in 2023. This fund will no longer be used as it is now inactive, and will be closed/$836

A copy of the budget change form may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Date: March 12, 2024

Publish: March 16 and 23, 2024
Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

DRAFT

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 2/08/2024 ✓ **Budget Hearing/Meeting Date:** 3/26/2024 ✓

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

X ✓ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	27401.611 ✓	**Budget Name**	PW – RID #149 Osborn Road ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
27401.611 ✓	PW – RID #149 Osborn Road ✓	59295.89.0000 ✓	Other Debt Service Costs	836 ✓
Total				836 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
27401.611 ✓	PW – RID #149 Osborn Road ✓	50800.00.0000 ✓	Ending Fund Balance	836
				✓
Total				836

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The Road Improvement District #149 Osborn Road project was completed in 2023. This fund will no longer be used, it is now inactive and will be closed.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

14

MAR 1 2 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 3-11-24**

REGULAR AGENDA ☒ **Meeting Date: 3-12-24**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other - Notice

Documents exempt from public disclosure attached: ☐

Executive summary:
Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on March 26, 2024.
Budget revisions – Transfer or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
See attached form(s).

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice – Budget revisions.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

NOTICE OF BUDGET REVISION MEETING

Notice is hereby given Clallam County will consider by Resolution of the Board the budget revision shown below on March 26, 2024 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

NonDept – American Rescue Plan Act – Reallocation of ARPA funding for the Board room technology project; additional 2023 invoice not received until 2024/$49,072
District Court I – To fund the unbudgeted promotion of a Clerk I employee to a Court Clerk II position beginning March 2024. This revision is needed to shift funding from Extra Help to Salaries and Benefits/$2,000
WSU Extension – Reallocation of funding to cover 2023 expenditures paid in 2024, and reallocating budget for actual expenses/$99,101

A copy of the budget change forms may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Date: March 12, 2024

Publish: March 16 and 23, 2024
Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

DRAFT

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 2/23/2024 ✓ **Budget Hearing/Meeting Date:** 3/26/2024 ✓

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, __or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

X ✓ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	19961.291 ✓	**Budget Name**	NonDept – American Rescue Plan Act

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291 ✓	NonDept – ARPA ✓	51420.49.0225 ✓	Unanticipated Services	49,072
Total				49,072 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291 ✓	NonDept – ARPA ✓	59411.64.5500 ✓	Information Technology Capital	49,072
Total				49,072 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reallocation of ARPA funding for the Board room technology project; additional 2023 invoice not received until 2024.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

RECEIVED
CLALLAM CO. FINANCE
MAR 04 2024

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 3/1/2024 **Budget Hearing/Meeting Date:** 3/26/2024

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

_X_ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.871	**Budget Name**	District Court 1

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.871.	District Court 1	51240.10.0600	Extra Help	$2000
Total				2,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.871.	District Court 1	51240.10.0010	Regular Time	$1,500
00100.871	District Court 1	51240.20.0020	Benefits	$500
Total				$2000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To fund the unbudgeted promotion of a Clerk I employee to a Court Clerk II position beginning March 2024, this revision is needed to shift $2,000 of budget funding from DC1's extra help to salaries and benefits

County Official Approval: David H Neupert
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

RECEIVED
CLALLAM CO. FINANCE
MAR 04 2024

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 3-1-24 **Budget Hearing/Meeting Date:** 3-26-24 ✓

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

x ✓ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	**00100.931** ✓	**Budget Name**	WSU Extension ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.931 ✓	WSU Extension ✓	55360.31.0020 ✓	Operating Supplies	4,701 ✓
00100.931 ✓	WSU Extension ✓	55360.41.0020 ✓	Professional Services	91,740 ✓
00100.931 ✓	WSU Extension ✓	57121.41.0020 ✓	Professional Services	2,660
Total				99,101 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.931 ✓	WSU Extension ✓	57121.41.0015 ✓	WSU Contract- Chairman	3,592
00100.931 ✓	WSU Extension ✓	57121.41.0018 ✓	WSU Contract- 4H Youth Agent	10,150
00100.931 ✓	WSU Extension ✓	57121.41.0043 ✓	WSU Contract- Community Health Agent	10,750
00100.931 ✓	WSU Extension ✓	57121.41.0046 ✓	WSU Contract-Animal Agriculture Agent	13,750
00100.931 ✓	WSU Extension ✓	57121.41.0048 ✓	WSU Contract- Master Gardener	60,859
Total				99,101 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reallocation of funding to cover 2023 expenditures paid in 2024, and reallocating budget for actual expenses.

County Official Approval: Clea Rome

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

22

4C

MAR 1 2 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 3/11/24**

REGULAR AGENDA ☒ **Meeting Date: 3/12/24**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other - Notice

Documents exempt from public disclosure attached: ☐ .

Executive summary:
Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on March 26, 2024.
Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
See attached form(s).

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of supplemental appropriations.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will consider by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on March 26, 2024 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

HHS Operations –

- The Washington State Department of Health Consolidated Contract is adding additional WIC funding. This funding will be used to support the budgeted costs of the WIC program/$34,113
- Additional funding is received from FPHS Communications to be used for the installation of a new electronic sign at the 3rd Street building location/$50,000

HHS – Developmental Disabilities – The DSHS Developmental Disabilities state contract is adding additional revenue for administration. This funding will be used for supplies and furnishings. Purchases will include replacing and older desk that is being shared by two individuals to be better able to accommodate two employees, bookshelves, additional secure locking file storage, and replenish program supplies/$25,152

Sheriff – Operations – WASPC has awarded the Sheriff's Office with $44,865 to pay for the initial contract payment of our Axon Body Worn Camera implementation. This will reimburse the first year of contract coverage providing equipment, digital storage, licenses, and maintenance. County Risk covered this cost, so this reimbursement will allow the Sheriff's Office to repay Risk's investment in this program/$44,865

Copies of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: March 12, 2024

Mike French, Chair

Publish: March 16 and 23, 2024
Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

DRAFT

RECEIVED
CLALLAM CO. FINANCE
FEB 22 2024

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 2/22/23 ✓ **Budget Hearing/Meeting Date:** 3/26/24 ✓

_X✓ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11301.511 ✓	**Budget Name**	HHS Operations ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	33310.55.0010 ✓	WIC	34,113
Total				34,113 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBERxxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	50800.00.0000 ✓	Ending Fund Balance	34,113
Total				34,113 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The Washington State Department of Health Consolidated Contract is adding additional WIC funding. This funding will be used to support the budgeted costs of the WIC program.

County Official Approval:
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

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CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 3/04/2024 **Budget Hearing/Meeting Date:** 03/26/24 ✓

_X_✓ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

___ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

___ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

___ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

___ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11301.511 ✓	**Budget Name**	HHS Operations ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	34620.00.0214 ✓	Interfund: FPHS Administration	50,000
Total				50,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION Other	AMOUNT
11301.511 ✓	HHS Operations ✓	59462.63.~~0010~~ 0100	Improvements	50,000
Total				50,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding is received from FPHS Communications funding to be used for the installation of a new electronic sign at the 3rd street building location.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

RECEIVED
CLALLAM CO. FINANCE
FEB 22 2024

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 2/22/23 ~ **Budget Hearing/Meeting Date:** 3/26/24 ~

_X_ ~ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

___ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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___ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

___ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11331.511 ~	**Budget Name**	HHS – Developmental Disabilities ~

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11331.511 ~	HHS – Developmental ~ Disabilities	33404.68.1554	State DSHS Grant Administration	25,152
Total				25,152 ~

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11331.511 ~	HHS – Developmental ~ Disabilities	59468.64.0065 ~	Furnishings	10,000
11331.511 ~	HHS – Developmental ~ Disabilities	56810.31.0010 ~	Office Supplies	5,000
11331.511 ~	HHS – Developmental ~ Disabilities	50800.00.0000 ~	Ending Fund Balance	10,152
Total				25,152 ~

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The DSHS Developmental Disabilities state contract is adding additional revenue for administration. This funding will be used for , supplies and furnishings. Purchases will include replacing an older desk that is being shared by two individuals to be better able to accommodate two employes, bookshelfs, additional secure locking file storage, and replenish program supplies.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Revised: J:\UsersPvt\dcrabb\Ky-dc\2024\DDD State Contract Administration Budget Change 2024.docx

RECEIVED
CLALLAM CO. FINANCE
FEB 23 2024

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 2/23/24 ✓ **Budget Hearing/Meeting Date:** 3/26/24 ✓

X ✓ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

__ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.811 ✓	**Budget Name**	Sheriff – Operations ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff – Operations ✓	36991.00.0010 ✓	Other Miscellaneous Revenue	44,865
Total				44,865 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
			Saas –	
00100.811 ✓	Sheriff – Operations ✓	52122.48.0155 ✓	Software as Service	44,865
Total				44,865 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

WASPC has awarded the Sheriff's Office with $44,865 to pay for the initial contract payment of our Axon Body Worn Camera implementation. This will reimburse the first year of contract coverage providing equipment, digital storage, licenses, and maintenance. County Risk covered this cost, so this reimbursement will allow the Sheriff's Office to repay Risk's investment in this program.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

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AGENDA ITEM SUMMARY

MAR 1 2 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 3/11/24**

REGULAR AGENDA ☒ **Meeting Date: 3/12/24**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other - Notice

Documents exempt from public disclosure attached: ☐

Executive summary:
Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on March 26, 2024
Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
See attached forms.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of debatable emergencies.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Budget Debatables 3-12-24
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

BUDGET RESOLUTION _____, 2024

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

   NonDept – Indigent Defense – Additional funding is needed to cover two conflict attorney contracts. One for District Court, the other for Juvenile Offender. These new contracts were not yet in progress when the 2024 Budget was adopted/$29,723

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. A public hearing on the debatable emergencies listed above will be held March 26, 2024 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 12th day of March 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mike French, Chair

_____
Randy Johnson

_____
Mark Ozias

ATTEST:

_____
Loni Gores, MMC, Clerk of the Board

Publish: March 16 and 23, 2024
Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

DRAFT

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 2/21/2024 **Budget Hearing/Meeting Date:** 3/26/2024

__ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

X **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

__ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

__ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

__ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.831	**Budget Name**	NonDept – Indigent Defense

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	29,723
Total				29,723

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.831	NonDept – Indigent Defense	51240.41.0065	Court Appointed Attorney	24,000
00100.831	NonDept – Indigent Defense	51591.41.0142	Juvenile Offender	5,723
Total				29,723

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding is needed to cover two conflict attorney contracts. One for District Court, the other for Juvenile Offender. These new contracts were not yet in progress when the 2024 Budget was adopted.

County Official Approval: Cook

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)