AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Tuesday, February 20, 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

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 February 12

Approval of vouchers

1b. Approval of payroll for the period ending January 31

Approval of payroll

1c. Approval of minutes for the week of February 12

Approval of minutes

1d. Letter of support for Port Angeles Mobility Planning Application

Letter

1e. Resolution appointing Cara Pankey to the Clallam Bay / Sekiu Community Action Team

Resolution

1f. Resolution establishing a Revenue Advisory Committee

Resolution

1g. Resolution establishing a new change till in the Fair Office

Resolution

1h. Resolution closing the Fair Office petty cash fund

Resolution

1i. Resolution re-establishing and modifying revolving, petty cash, and change funds for Health and Human Services Departments

Resolution

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

2a. Agreement with Olympic Peninsula Visitor Bureau for Hotel/Motel Tax Funds/$800,000

Agreement

2b. Agreement with North Olympic Library System for the Poet Laureate project

Agreement

2c. Agreement with Washington State Auditor?s Office for data sharing

Agreement

2d. Agreement amendment 1 with Peninsula Housing Authority for American Rescue Plan Act Funds

Agreement amendment 1

2e. Agreement with Jefferson County Noxious Weed Control Board for weed control services

Agreement

2f. Agreement amendment 16 with Department of Health for Nutrition Programs

Agreement amendment 16

2g. Agreement with Department of Social and Health Services for Developmental Disabilities

Agreement

2h. Agreement with Department of Commerce - Economic Development Administration EDA for Recompete

Agreement

2i. Agreement with Clallam County Economic Development for Recompete

Agreement

2j. Agreement with Jefferson County for Recompete

Agreement

2k. Agreement with Peninsula College for Recompete

Agreement

2l. Agreement with Washington State University WSU

Agreement

BIDS AND AWARDS

3a. Bid opening ? Carlsborg Repaving Project

Bid opening

PUBLIC WORKS

4a. Notice to call for bids to be received no later than Tuesday, March 5, 2024 at 10:30 a.m. for 2024 Crushing Contract

Notice of call for bids

4b. Request for qualifications to be received no later than Friday, March 29, 2024 by 3 p.m. for professional engineering services for the Olympic Discovery Trail ODT Calawah River bridge design and other work

Request for qualifications

HEARING(S) ? Beginning at 10:30 a.m.

H1. Resolution declaring property surplus and authorizing sale

Resolution

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 February 19 - 23:

Monday, February 19:
Courthouse Closed - President's Day

Tuesday, February 20:
9:00 a.m. Work Session
10:00 a.m. Board Meeting
10:30 a.m. Hearing(s) - See Agenda
1:30 p.m. Board of Health

Wednesday, February 21:
8:00 a.m. Coffee with Colleen

10:00 a.m. Clallam Transit System Meeting

Friday, February 23:
12:00 p.m. WSAC Legislative Virtual Update

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.

1a
FEB 20 2024

Date of report: February 14, 2024

General	**$373,120.57**
Other	**$699,297.83**
Credit Card	**$72,174.89**
Total	**$1,144,593.29**

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.

_____ COUNTY AUDITOR
SHOONA RIGGS

COPY

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

_____
MARK OZIAS

COPY

_____
TODD MIELKE, County Administrator

Weekly Expenditures

February 12 - 16, 2024

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	**Assessor**	4,007.76			
00100.221	**Auditor**	21,153.09			
00100.241/291/831	**Commissioners (BOCC)**	15,326.44			
19914.291	BOCC - Veterans Relief		1,416.18		
19925.291	BOCC - Hotel/Motel		300,000.00		
19951.291	BOCC - Affordable Housing Sales Tax		52.36		
19991.291	BOCC - Emergency Communications		107,584.07		
00100.331-334	**Dept. of Community Develop't (DCD)**	4,554.58			
30301.331	DCD - Lower Dungeness Floodplain		106.20		
00100.871	**District Court I**	616.09			
11301.511	**Health & Human Services (HHS)**		18,884.98		
00100.511	HHS - Environmental Health	1,065.45			
00100.513	HHS - Admin	2,862.82			
11322.511	HHS - Homeless Task Force		25,884.68		
11323.511	HHS - Chem Dep/Mental Hlth		19,810.34		
11331.511	HHS - Developmental Disabilities		400.00		
00100.461	**Human Resources (HR)**	3,382.66			
50401.461	HR - Risk Management		5,643.13		
50501.461	HR - Workers Compensation		415.54		
00100.411	**Information Technology (IT)**	122,496.63			
00100.851	**Juvenile Services**	13,752.69		144.46	
11401.821	**Law Library**		738.46		
13001/13051	**Noxious Weed/LMD #2** (Lake Mgmt. Dist.)		212.22		
00100.911/912	**Parks Fair Facilities (PFF)**	64,229.94			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		241.79		
00100.841-843	**Prosecuting Attorney**	17,192.47			
	Public Works (PW)				
10101.611	PW - Roads		37,286.16		
30401.331	PW - Dungeness Reservoir		2,641.28		
40201.611	PW - Solid Waste		1,567.96		
41401.611	PW - Clallam/Sekiu Sewer		5,168.17		
42401.611	PW - Carlsborg Sewer		10,554.55		
43401.611	PW - Bullman Beach Water System		1,020.93		
50301.611	PW - ER&R (Equip't Rental & Revolving)		36,652.75		
00100.811-815,817	**Sheriff**	70,727.46		84.02	
00100.816	Sheriff - Jail Medical	11,706.59			
11003.811	Sheriff - Boating Safety		545.00		
11008.811	Sheriff - OPNET Drug		1,175.98		
11065.811	Sheriff - OPSCAN Operations		67.63		
11068.811	Sheriff - Stonegarden		115,354.92		
11080.811	Sheriff - Inmate Commissary		604.83		3.22
30605.811	Sheriff - Joint Public Safety Facility Project		4,351.00		
00100.861	**Superior Court**	19,120.29			
00100.891	**Superior Court Clerk**	259.04			
00100.231	**Treasurer**	296.01			
12201.231	Treasurer - O&M (Operation & Maintenance)		913.50		
00100.931	**WSU Extension**	142.08			
	Total	**372,892.09**	**699,294.61**	**228.48**	**3.22**

VISA statement balance:	72,174.89
Statement date:	02/06/24

Report Reconciliation	
Total	**1,072,186.70**
Final Check Lists	**1,072,186.70**
Difference	-

Totals			
General Fund	**373,120.57**		
Non-GF	**699,297.83**		
VISA charges	**72,174.89**		
Total	**1,144,593.29**	**Use Tax**	**231.70**

Prepared by: COPY

Sara DeBiddle, Clallam County Auditor's Office

usbank.

U.S. BANK
P.O. BOX 6343
FARGO ND 58125-6343

ACCOUNT NUMBER	[redacted]
STATEMENT DATE	02-06-2024
AMOUNT DUE	$69,103.39
NEW BALANCE	$69,103.39

PAYMENT DUE ON RECEIPT

000000065 03 SP 106481955757569 P
CLALLAM COUNTY
[redacted]
223 E 4TH ST
SUITE 1
PORT ANGELES WA 98362-3000

AMOUNT ENCLOSED
$

Please make check payable to U.S. BANK

U.S. BANK
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

[redacted] 006910339 006910339

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

CLALLAM COUNTY [redacted]	Previous Balance	Purchases And Other + Charges	+ Cash Advances	+ Cash Advance Fees	+ Late Payment Charges	- Credits	- Payments	= New Balance
Company Total	$35,882.94	$72,174.89	$0.00	$.00	$0.00	$725.77	$38,228.67	$69,103.39

Invoice History Use Tax Report

CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
2/20/2024	CHARM-TEX	0352579-IN	jkoon	180.96	16.11	180.96
2/20/2024	CREATIVE CASTINGS	23.0912	jkoon	763.00	67.91	763.00
2/20/2024	LEXIPOL LLC	INVPRA1232915	moliver5	1,623.16	144.46	1,623.16
2/20/2024	SWANSONS SERVICES CORP.	1805463	jkoon	36.21	3.22	36.21
			Totals:	**2,603.33**	**231.70**	**2,603.33**

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000023	ADVANCED TRAVEL	ADV TR DC LEG	2/8/2024	ADVANCE TRAVEL FOR DAN	294.06	
				ADV TR PR LEG	2/8/2024	ADVANCE TRAVEL FOR PAM	276.64	
				ADV TR LORRIE	2/8/2024	ADVANCE TRAVEL FOR LORF	148.00	718.70
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1135422	2/8/2024	CONTRACT OVERAGE CANO	312.93	
				1135423	2/8/2024	CONTRACT OVERAGE CANO	107.29	420.22
	2/20/2024	0001641	VERIZON WIRELESS	9954985688	2/8/2024	DATA FOR MOBILE APPRAISA	1,137.04	1,137.04
	2/20/2024	0020849	U S BANK	USB 2-2024	2/8/2024	PAM LEGISLATIVE CONFERE	1,713.96	1,713.96
	2/20/2024	0033199	LEMAY MOBILE SHREDDING	4827452S185	2/8/2024	DOCUMENT DESTRUCTION	17.84	17.84
						Sub total for U S BANK:		4,007.76

4,007.76+
21,153.09+
422,962.87+
4,660.78+
616.09+
68,908.27+
9,441.33+
8,361.98+
122,496.63+
13,752.69+
738.46+
212.22+
62,869.33+
8,920.00+
8,272.47+
36,652.75+
30,526.58+
16,743.65+
4,209.24+
73,679.79+
3,792.11+
115,354.92+
11,706.59+
19,120.29÷
259.04+
1,209.51+
1,416.18+
142.08+
1,072,186.70*+
0.*

0.*

Final Check List
CLALLAM COUNTY

Auditor

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000546	EXPRESS SERVICES, INC	30297149	2/8/2024	BRYNNA SOULA	1,903.15	
				30244888	1/24/2024	BRYNNA SOULA	1,783.72	
				30265082	2/8/2024	BRYNNA SOULA	993.76	4,680.63
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1135427	1/31/2024	CONTRACT COPIER 11730-02	60.82	
				1135425	1/31/2024	CONTRACT COPIER 11455-05	36.14	
				1135424	1/31/2024	CONTRACT COPIER 10931-11	17.69	
				1135426	1/31/2024	CONTRACT COPIER 11689-02	17.24	131.89
	2/20/2024	0019068	K & H PRINTERS INC	065586	1/31/2024	INSERTS FOR 2024 PRESIDE	16,223.86	16,223.86
	2/20/2024	0047585	JANNI, DARRELL	Janni 2-5-24	2/5/2024	MILEAGE FOR EMPTYING WE	116.71	116.71
						Sub total for U S BANK:		21,153.09

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000382	CODE PUBLISHING COMPANY	GC10013163	2/6/2024	SERVICES PER CONTRACT 2	9,786.03	9,786.03
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1135431	2/6/2024	MAINTENANCE & USAGE - 10	128.20	
				1135430	2/6/2024	MAINTENANCE & USAGE - 91	0.71	128.91
	2/20/2024	0001240	PITNEY BOWES	3318656661	2/6/2024	POSTAGE METER MACHINE I	2,239.49	2,239.49
	2/20/2024	0001252	PORT ANGELES, CITY OF	E911 January	2/8/2024	EMERGENCY COMMUNICATI	107,584.07	107,584.07
	2/20/2024	0001632	U S POSTMASTER	Jury 2/06/2024	2/6/2024	1,000 SUMMONS @ .493	493.00	493.00
	2/20/2024	0001641	VERIZON WIRELESS	9955073521	2/6/2024	CELL PHONE - TIMOTHY DAL	52.36	52.36
	2/20/2024	0004037	HARPER RIDGEVIEW CHAPEL	HRFC 11/15/202	2/6/2024	JAMES CHRISTOPHER CANT	1,325.00	1,325.00
	2/20/2024	0020849	U S BANK	3374	2/8/2024	COUNTY LOGO	190.58	
				amazon 1/23/20	2/8/2024	CLOCK	27.00	
				amazon 1/248/2(	2/8/2024	BROKEN CLOCK REFUND	-27.00	190.58
	2/20/2024	0028699	SOUND PUBLISHING INC	8126169	2/6/2024	VENDOR LIST, HERITAGE BD	838.60	838.60
	2/20/2024	0033510	OZIAS, MARK	CMO 1/31/2024	2/6/2024	CMO WSAC BOARD MTG & L	324.83	324.83
	2/20/2024	0046882	PORT ANGELES WATERFRON	Res 60, 2023	2/6/2024	SERVICES PER CONTRACT 1	300,000.00	300,000.00
						Sub total for U S BANK:		422,962.87

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000799	JAMESTOWN SKLALLAM TRIE	FEB 12 2024 RC	2/8/2024	G133 FEB 12 2024 ROOM REI	125.00	125.00
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1135436	1/31/2024	#10293 JANUARY 2024	209.47	
				1135437	1/31/2024	#12212 JANUARY 2024	150.29	
				1135435	1/31/2024	#10336 JANUARY 2024	118.94	
				1135434	1/31/2024	#10051 JANUARY 2024	17.41	496.11
	2/20/2024	0001540	SWAIN'S GENERAL STORE IN	323022	2/1/2024	STREAMKEEPER SUPPLIES	72.55	72.55
	2/20/2024	0001641	VERIZON WIRELESS	9955073517	2/24/2024	JANUARY 2024-G157 $106.20	608.04	608.04
	2/20/2024	0003410	LEMAY MOBILE SHREDDING	4827743s185	2/1/2024	ADMIN-SHREDDING	16.84	16.84
	2/20/2024	0020849	U S BANK	FISHER SC 1-12	1/12/2024	STREAMKEEPER SUPPLIES	691.84	
				CARLSBORG 2-	2/1/2024	G145 SITE RENTAL	66.00	757.84
	2/20/2024	0021923	FIRST RACE CAR WASH	511832	1/31/2024	INSPECTORS JANUARY 2024	15.00	15.00
	2/20/2024	0028699	SOUND PUBLISHING INC	8126170	1/31/2024	JANUARY 2024 ADVERTISING	356.90	356.90
	2/20/2024	0028740	REBEKAH BROOKS CONTRAC	NOPLE 2024-00	2/7/2024	G133 JANUARY 2024 PROFES	1,912.50	
				24-001	2/7/2024	G145 PROFESSIONAL SERVI	300.00	2,212.50
						Sub total for U S BANK:		4,660.78

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1135417	1/31/2024	POE - CANON/IRA615IFZ, BLA	105.70	
				1135419	1/31/2024	POE - CANON/IMAGERUNNEI	51.54	
				1135418	1/31/2024	POE - CANON/IR1435, BLACK	0.95	158.19
	2/20/2024	0001641	VERIZON WIRELESS	9955073522	1/24/2024	MENTAL HEALTH PHONE PLA	114.72	114.72
	2/20/2024	0003410	LEMAY MOBILE SHREDDING	4827130S185	2/1/2024	LEMAY SHREDDING	42.12	42.12
	2/20/2024	0020849	U S BANK	usbankfeb2024	2/6/2024	ALASKA AIR - PLANE TICKETS	301.06	301.06
						Sub total for U S BANK:		616.09

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000700	HACH COMPANY	13896016	1/25/2024	WATER LAB - LAB SUPPLIES	53.67	53.67
	2/20/2024	0000918	LINCOLN STREET STATION	LSSC 1-9-24	1/9/2024	WATER QUALITY - FEDEX OV	72.60	72.60
	2/20/2024	0046683	ODP BUSINESS SOLUTIONS L	350338489001	1/12/2024	WATER LAB - OFFICE SUPPL	81.85	
				350340495001	1/12/2024	WATER LAB - OFFICE SUPPL	50.07	131.92
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1135470	1/31/2024	ADMIN - COPIER 10272	124.70	
				1135475	1/31/2024	ONSITE - COPIER 10297	34.15	
				1135469	1/31/2024	WATER LAB - COPIER 9310	11.41	170.26
	2/20/2024	0033217	RADIO PACIFIC, INC	24010173	1/31/2024	ONSITE - KONP RADIO SPOT	425.00	425.00
	2/20/2024	0049400	REED, NICOLE	NR Reimb 1-30-2	1/30/2024	ONSITE - REFUND FOR FEE \	212.00	212.00
	2/20/2024	0046683	ODP BUSINESS SOLUTIONS L	348505746001	1/1/2024	HADM - CORRECT DRAFTING	195.83	
				350332206001	1/12/2024	HADM - TISSUE, NOTE PADS,	185.19	
				349527477001	1/15/2024	HADM - GLASS CLEANER	6.78	
				347563278001	1/8/2024	HADM - CREDIT FOR INCORF	-195.83	191.97
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1134781	1/10/2024	HADM - DESK	2,605.76	
				1135474	1/31/2024	HADM - WEST WORK ROOM	46.53	
				1135473	1/31/2024	HADM - NAN'S PRINTER	18.56	2,670.85
	2/20/2024	0041598	AMAZON CAPITAL SERVICES,	1NHP-9PWH-CT	2/1/2024	HOPS - CREAMER, VITAMIN E	154.18	154.18
	2/20/2024	0000087	ANGELES ELECTRIC INC	21068	1/25/2024	HOPS - CONFERENCE ROOM	1,836.33	1,836.33
	2/20/2024	0049404	BEST COAST HANDY MAN LL(	INV-000072	2/2/2024	HOPS - INSULATION REMOVA	4,748.46	4,748.46
	2/20/2024	0041765	CALL LUKE LLC	4150	2/1/2024	HOPS - WOOD TREATMENT -	1,086.00	1,086.00
	2/20/2024	0022148	CENTURYLINK BUSINESS SE	672812277	1/24/2024	HOPS - FORKS 1-800 LINE	8.30	8.30
	2/20/2024	0048729	CLEVENGER, WILLIAM	HRHC 03-2024-\	2/1/2024	HOPS - 1/2 LEASE PAYMENT I	1,750.00	1,750.00
	2/20/2024	0034728	CONTROL SOLUTIONS INC	CS268688	1/10/2024	HOPS - CALIBRATE THERMOI	167.72	167.72
	2/20/2024	0000546	EXPRESS SERVICES, INC	30216422	1/17/2024	HOPS - EXTRA HELP	1,279.20	
				30244879	1/24/2024	HOPS - EXTRA HELP	1,279.20	2,558.40
	2/20/2024	0000593	FORKS, CITY OF	CF 02-01-24	2/1/2024	HOPS - FORKS OFFICE UTILI	78.28	78.28
	2/20/2024	0029280	GRAY, JOHN	HRHC 03-2024-\	2/1/2024	HOPS - 1/2 LEASE PAYMENT I	1,750.00	1,750.00
	2/20/2024	0000825	JOHNSON, ANN	AJ BT 01-31-24	1/31/2024	HOPS - BUSINESS MILEAGE (	75.04	75.04
	2/20/2024	0000918	LINCOLN STREET STATION	LSSC 01-08-24	2/8/2024	HOPS - SHIP CELL PHONE A I	31.37	31.37
	2/20/2024	0048759	MAXWELL, ADRIENNE	7	1/31/2024	HOPS - WIC DIETICIAN - JANI	2,655.00	2,655.00
	2/20/2024	0016427	MCKESSON MEDICAL-SURGI(	21601264	1/18/2024	HOPS - LEAD TEST KITS	550.87	550.87
	2/20/2024	0046683	ODP BUSINESS SOLUTIONS L	350349275001	1/15/2024	HOPS - LABEL MAKER, TAPE,	131.31	
				349527359001	1/17/2024	HOPS - TV MOUNT	87.11	218.42

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1135476	1/31/2024	HOPS - 1ST FLOOR COPIER	73.98	
				1135477	1/31/2024	HOPS - FORKS COLOR	13.21	
				1135439	1/31/2024	HOPS - PH 1ST FLOOR COLC	10.77	
				1135478	1/31/2024	HOPS - FORKS SINGLE	3.80	101.76
	2/20/2024	0001252	PORT ANGELES, CITY OF	131171-89524 0	1/31/2024	HOPS - UTILITIES - HRHC	702.60	702.60
	2/20/2024	0001300	PUBLIC UTILITY DISTRICT	20704 01-25-24	1/25/2024	HOPS - FORKS OFFICE UTILI	204.17	204.17
	2/20/2024	0001508	STERICYCLE, INC	8005869847	1/5/2024	HOPS - SYRINGE DISPOSAL	139.57	
				4000577165	1/31/2024	HOPS - CREDIT FOR 9-21-23	-94.72	44.85
	2/20/2024	0044209	WARREN, KIM	KW BT 02-05-24	2/5/2024	HOPS - BUSINESS MILEAGE	6.73	6.73
	2/20/2024	0001767	WEST WASTE & RECYCLING	0000307507	1/31/2024	HOPS - GARBAGE COLLECTI	39.09	39.09
	2/20/2024	0033201	WESTSIDE PIZZA	WP 02-02-24	2/2/2024	HOPS - GROUP SUPPORT SU	117.41	117.41
	2/20/2024	0001433	SERENITY HOUSE OF CLALL/	11322-23-SHSA	1/25/2024	HTF - SHELTER FUNDING FO	20,307.69	20,307.69
	2/20/2024	0026762	THE ANSWER FOR YOUTH	11322-23-BTG 1	1/1/2024	HTF - BRIDGING THE GAP 10	5,576.99	5,576.99
	2/20/2024	0046310	OLYMPIC ANGELS	11323-24-TOA 1	2/5/2024	CD/MH - LOVE BOX AND DAR	1,102.98	1,102.98
	2/20/2024	0015513	OLYMPIC PENINSULA COMMU	11323-24-OPCC	2/1/2024	CD/MH - REDISCOVERY	8,312.36	8,312.36
	2/20/2024	0001763	WEST END OUTREACH	11323-22-23-WE	12/11/2023	CD/MH - LOW INCOME BEHA\	3,412.50	
				11323-22-23-WE	1/31/2024	CD/MH - LOW INCOME BEHA\	2,861.25	
				11323-22-23-WE	12/11/2023	CD/MH - LOW INCOME BEHA\	2,853.75	
				11323-22-23-WE	12/11/2023	CD/MH - LOW INCOME BEHA\	1,267.50	10,395.00
	2/20/2024	0001462	CLALLAM MOSAIC	11331-22-CMP2I	2/1/2024	DDD - CLALLAM PARENT TO I	400.00	400.00
						Sub total for U S BANK:		68,908.27

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000331	CLALLAM COUNTY AUDITOR	23-159298	2/8/2024	2023/2024 PUBLIC OFFICIALS	206.50	206.50
	2/20/2024	0001136	OLYMPIC MEDICAL CENTER	9712083899730(	2/8/2024	97120838997300	140.50	
				9712083691010(	2/8/2024	97120836910100	140.50	281.00
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1135462	2/8/2024	1135462	522.16	
				1136191	2/8/2024	PAO TO PAY BAL OF 250	279.55	
				1135461	2/8/2024	INV 1135461	146.50	
				1131609	2/8/2024	INV 1131609	135.99	1,084.20
	2/20/2024	0001641	VERIZON WIRELESS	9954985687	2/8/2024	9954985687	302.46	302.46
	2/20/2024	0020849	U S BANK	2027353	2/8/2024	I/A TRNG BW/TS	850.00	
				PRIMA 24 TR	2/8/2024	PRIMA 24 TOM REYES	695.00	
				PRIMA 24 TS	2/8/2024	PRIMA 24 T SULLENGER	695.00	
				114-9935954-35:	2/8/2024	114-9935954-3538669	364.40	
				1704.2440	2/8/2024	RECEIPT 1704-2440	345.00	
				1400-7689	2/8/2024	RECEIPT 1400-7689	259.93	
				1259-0662	2/8/2024	RECEIPT 1259-0662	169.00	
				24294	2/8/2024	TRANSACATION 24294	125.00	
				322434948	2/8/2024	322434948	29.95	
				324083059	2/8/2024	324083059	29.95	
				323731963	2/8/2024	323731963	27.95	
				321984479	2/8/2024	321984479	24.95	
				322058578	2/8/2024	322058578	24.95	
				TW8IUJLLN	2/8/2024	TW8IUJLLN	20.00	
				323731962	2/8/2024	323731962	19.95	3,681.03
	2/20/2024	0025324	CEDAR GROVE COUNSELING	16936	2/8/2024	INV 16936	460.00	460.00
	2/20/2024	0035753	LOOMIS ARMORED US, LLC	13413842	2/8/2024	INV 13413842	1,174.36	1,174.36
	2/20/2024	0044480	MINERT & ASSOCIATES	329631	2/8/2024	INV 329631	270.00	270.00
	2/20/2024	0045610	HILLMAN, CYNTHIA	DRIV ABS REIM	2/8/2024	DRIV ABS REIM CH 24	15.45	15.45
	2/20/2024	0045615	HILLMAN, ROBERT	DRIV ABS REIM	2/8/2024	DRIV ABS REIM RH 24	15.45	15.45
	2/20/2024	0046683	ODP BUSINESS SOLUTIONS L	352054613001	2/8/2024	352054613001	176.71	
				352054612001	2/8/2024	INV 352054612001	93.32	
				352054336001	2/8/2024	INV 352054336001	72.85	342.88
	2/20/2024	0048434	SOUTH SOUND POLYGRAPH	24003	2/8/2024	INV 24003	900.00	900.00
	2/20/2024	0049145	HARLOWE & FALK LLP	64335	2/8/2024	STATEMENT 64335	708.00	708.00

Sub total for U S BANK:	9,441.33

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0016373 WESTERN CONFERENCE OF	PENJAN2024	2/8/2024	TEAMSTERS PENSION TRUS	8,361.98	8,361.98
					Sub total for U S BANK:		8,361.98

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000268	WAVE BUSINESS	103951201-001C	2/7/2024	CPI FIBER - COMBINED	4,293.57	4,293.57
	2/20/2024	0000289	CDW GOVERNMENT, INC.	NX43502	2/7/2024	IT20240104F - CROWDSTRIKI	96,246.20	
				PG28156	2/7/2024	IT20240122B - NUTANIX	7,695.79	
				SE2306864	2/7/2024	IT20240129C - MERAKI CLOSI	537.50	104,479.49
	2/20/2024	0000674	GOVCONNECTION, INC.	74890343	2/7/2024	ASSR20240111	3,304.21	
				74885768	2/7/2024	ASSR20240111A - MONITORS	2,148.92	
				74890345	2/7/2024	IT20240111	566.76	
				74877322	2/7/2024	IT20240108A (T. MIELKE)	315.54	
				56850640	2/7/2024	ASSR20190410 - CREDIT MEI	-614.96	5,720.47
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1135433	2/7/2024	TAG 12306 - IT COPY COUNT:	31.00	
				1133795	2/7/2024	TAG 12306 - IT COPY COUNT:	24.30	55.30
	2/20/2024	0001641	VERIZON WIRELESS	9955073516	2/7/2024	IT CELL & DATA PLANS	1,106.84	1,106.84
	2/20/2024	0003410	LEMAY MOBILE SHREDDING	4823329S185	2/7/2024	SHREDDING SVCS - IT	38.50	
				4827129S185	2/7/2024	SHREDDING SERVICE - IT	38.50	77.00
	2/20/2024	0004211	CENTURYLINK	206T313735-02C	2/7/2024	COURTHOUSE T-1	490.69	
				206T222202-02C	2/7/2024	COURTHOUSE T-1 (#2)	490.59	
				3604574863-02C	2/7/2024	JUVIE FAX LINES (3)	340.28	
				3604574397-02C	2/7/2024	JUVIE COURTROOM FAX LINI	78.24	
				3604576843-02C	2/7/2024	JUVIE PHONE SWITCH	71.70	
				3604570323-02C	2/7/2024	PA SHOP SWITCH	71.70	
				206T414008-02C	2/7/2024	SHERIFF COURTHOUSE	56.89	
				206T413216-02C	2/7/2024	JUVIE COURT	41.20	
				206T415684-02C	2/7/2024	ALARMS	4.38	1,645.67
	2/20/2024	0023718	AT&T	3604574863LD-(	2/7/2024	JUVIE FAX LINES (3) LONG DI	74.68	
				0306024016001-	2/7/2024	WESTEND TOLL FREE LINE	26.12	100.80
	2/20/2024	0030587	B&H PHOTO VIDEO	220318565	2/7/2024	BOCC20240108 (LAPTOPS, R.	3,069.25	
				33040648	2/7/2024	PROS20240105	1,948.24	5,017.49
						Sub total for U S BANK:		122,496.63

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000628	GALLS LLC	026861333	1/22/2024	UNIFORMS & CLOTHING	141.85	141.85
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1135681	1/31/2024	EQUIP-REPAIR/MAINT	262.09	
				1135685	1/31/2024	EQUIP-REPAIR/MAINT	65.05	
				1135684	1/31/2024	EQUIP-REPAIR/MAINT	32.23	
				1135683	1/31/2024	EQUIP-REPAIR/MAINT	10.71	
				1135682	1/31/2024	EQUIP-REPAIR/MAINT	1.13	371.21
	2/20/2024	0001252	PORT ANGELES, CITY OF	72927-155134.0	1/31/2024	UTILITIES-CITY OF PA	6,263.50	6,263.50
	2/20/2024	0001262	PORT OF PORT ANGELES	PS-INV103812	2/1/2024	BUILDING/OFFICE RENTAL-L/	2,945.54	2,945.54
	2/20/2024	0001509	CORDANT HEALTH SOLUTION	TC-1645001312	1/31/2024	PRO SVCS-DIV	41.09	41.09
	2/20/2024	0001723	WSDOT/WA ST FERRIES	*RK420121	1/31/2024	TRAVEL/BUSINESS	22.10	22.10
	2/20/2024	0001734	WA ST PATROL	I2403932	2/1/2024	PRO SVCS-FINGERPRINTS	33.00	33.00
	2/20/2024	0001736	WA SUP OF PUBLIC INSTRUC	35597	1/31/2024	DET FOOD	149.82	
				1614	1/30/2024	MISC-REIMB	1.04	150.86
	2/20/2024	0002271	JACOBSEN, JODY	020124JJ	2/1/2024	TRVL BUS-REIMB J JACOBSE	148.00	
				012824JJ	1/28/2024	TRVL BUS-REIMB J JACOBSE	129.50	277.50
	2/20/2024	0003701	MAYNARD, MIKE	012424MM	2/1/2024	TRVL BUS-REIMB MAYNARD	14.75	14.75
	2/20/2024	0017788	LEXIPOL LLC	INVPRA123291	2/1/2024	SUBSCRIPTIONS	1,623.16	1,623.16
	2/20/2024	0028699	SOUND PUBLISHING INC	PDN989963	1/17/2024	ADVERTISING-LEGAL NOTICI	184.26	184.26
	2/20/2024	0041147	AMERIGAS PROPANE LP	3160601376	2/6/2024	UTILITIES	1,329.76	1,329.76
	2/20/2024	0041818	GRAUL, ROBERT	013124RG	2/1/2024	CAP VOL-MILEAGE	11.39	11.39
	2/20/2024	0045712	RAUCH, NANCY	123123NR	12/28/2023	CAP VOL-MILEAGE	130.35	
				0002055D	12/22/2023	FOOD-REIMB	55.90	
				01495D	12/22/2023	AWARDS & RECOGNITION	28.40	
				20500041	12/22/2023	FOOD-REIMB	12.83	227.48
	2/20/2024	0048811	ANDERSON, EILEEN	013124EA	1/31/2024	CAP VOL-MILEAGE	115.24	115.24
						Sub total for U S BANK:		13,752.69

Final Check List
CLALLAM COUNTY

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000186	MATTHEW BENDER & CO., IN	40013669	12/25/2023	US SUPREME COURT ADVAN	738.46	738.46
						Sub total for U S BANK:		738.46

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000799	JAMESTOWN SKLALLAM TRIE	Jamestown2024	2/8/2024	RENTAL FEE FOR RED CEDA	25.00	25.00
	2/20/2024	0001641	VERIZON WIRELESS	9955073519	1/24/2024	PHONE BILL; RDS = $53.10	138.60	138.60
	2/20/2024	0028699	SOUND PUBLISHING INC	PDN990635	2/8/2024	PDN ANNOUNCEMENT OF ST	36.52	
				SEQ990636	1/31/2024	SEQUIM GAZETTE ANNOUNC	12.10	48.62
						Sub total for U S BANK:		212.22

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000091	ANGELES MILLWORK & LUMB	347166	2/8/2024	JUV WTR FNTN WOOD, BRA(	86.72	
				347177	2/8/2024	JAIL KITCHEN STOP NUT HE)	37.33	
				347328	2/8/2024	JUV WTR FNTN WOOD EXT	29.15	153.20
	2/20/2024	0000196	BILLS PLUMBING & SANIKAN	s3667727	2/8/2024	FWB SANIKAN	105.00	105.00
	2/20/2024	0000427	CRESCENT WATER ASSOCIA	507 1/24	2/8/2024	SC JAN WATER	59.38	59.38
	2/20/2024	0000427	CRESCENT WATER ASSOCIA	459 1/24	2/8/2024	SMPK FWB JAN WATER	55.00	55.00
	2/20/2024	0000677	GRAINGER INC	9005254272	2/8/2024	CH 48" CEILING TILES	504.60	
				9005117909	2/8/2024	CH FUSE, TGL SWCH, WALL /	431.73	
				9003322402	2/8/2024	FG PUSH IN CONNECTORS	37.75	
				9005770160	2/8/2024	CH SLFT AB PAN	7.89	981.97
	2/20/2024	0001036	MURREYS OLYMPIC DISPOSA	79758861s112	2/8/2024	SC JAN GARBAGE	2,865.55	
				7976535s112	2/8/2024	CH JAN RECYCLE	584.64	
				7977036s112	2/8/2024	SC JAN RECYCLE	277.40	
				7975848s112	2/8/2024	DRA JAN GARBAGE	221.00	
				7976612s112	2/8/2024	CH JAN RECYCLE	110.96	
				7977037s112	2/8/2024	DRA JAN RECYCLE	83.92	4,143.47
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1129226	2/8/2024	ADM COPIER SERV	177.05	
				1135460	2/8/2024	ADM COPIER SERV	172.99	
				1135438	2/8/2024	FG COPIER SERV	19.24	369.28
	2/20/2024	0001198	PART WORKS INC, THE	INV102435	2/8/2024	CH SOLAR POWER SUPPLY,	1,491.88	
				INV102332	2/8/2024	JAIL PUSH BUTTON ASSBLY,	1,225.57	
				INV102446	2/8/2024	JUV SPRAY HEAD PUMP	183.08	2,900.53

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0001252	PORT ANGELES, CITY OF	60327-152976 1/	2/8/2024	CIB/WSU JAN UTIL & GARBAC	1,179.76	
				60387-154282 1/	2/8/2024	FG JAN UTIL	1,026.64	
				60387-153006 1/	2/8/2024	FG JAN UTIL	846.43	
				60387-152998 1/	2/8/2024	FG JAN UTIL	613.84	
				60387-15442 1/2	2/8/2024	FG JAN UTIL	478.44	
				60387-152668 1/	2/8/2024	FG JAN UTIL	388.59	
				60387-153004 1/	2/8/2024	FG JAN UTIL	329.36	
				60387-153008 1/	2/8/2024	FG JAN UTIL	273.31	
				60387-154714 1/	2/8/2024	FG JAN UTIL	257.54	
				60387-159546 1/	2/8/2024	FG JAN UTIL	95.72	
				60387-158232 1/	2/8/2024	FG JAN UTIL	40.20	
				61387-154634 1/	2/8/2024	FG JAN UTIL	40.20	
				60387-153000 1/	2/8/2024	FG JAN UTIL	40.20	5,610.23
	2/20/2024	0001253	PORT ANGELES SOLID WAST	1184295	2/8/2024	FG DUMP FEE	58.57	
				1184791	2/8/2024	CH DUMP FEE	31.72	90.29
	2/20/2024	0001300	PUBLIC UTILITY DISTRICT	22216 1/24	2/8/2024	CDJ JAN ELECT	552.85	
				13424 1/24	2/8/2024	FWB JAN ELECT	50.34	603.19
	2/20/2024	0001540	SWAIN'S GENERAL STORE IN	322507	2/8/2024	SC BAR PRY TACT PEN RAKE	80.46	
				323250	2/8/2024	CH HOSE AND ADAPTER	27.16	
				323304	2/8/2024	JAIL FREEZER HARDWARE	26.02	
				323399	2/8/2024	JAIL WATER LINE REPAIR ELI	7.59	141.23
	2/20/2024	0001573	THOMAS BUILDING CENTER I	31014485	2/8/2024	DRA NOZZLE SPARK PLUGS /	358.39	358.39
	2/20/2024	0001576	THURMAN SUPPLY	890091	2/8/2024	JUV WATER FNTN ELECTRIC	90.59	
				889803	2/8/2024	JAIL FLEX COUPLING ABS CC	15.29	
				890340	2/8/2024	JUV CORD MNT SWITCH EXT	11.28	117.16
	2/20/2024	0001577	TK ELEVATOR	5002365605	2/8/2024	CH ELEVATOR ACCESS HEAT	1,479.96	1,479.96
	2/20/2024	0001641	VERIZON WIRELESS	9954985685	2/8/2024	ADM CH JV FG CELLPHONES	312.06	312.06
	2/20/2024	0001767	WEST WASTE & RECYCLING	0000307587	2/8/2024	CB LKPLSNT JAN GARBAGE	145.00	145.00
	2/20/2024	0003114	SEQUIM-DUNGENESS VALLE\	7591	2/8/2024	FG 2024 MEMBERSHIP DUES	205.00	205.00
	2/20/2024	0004448	DAREN'S POINT S TIRE & AUT	0095379	2/8/2024	SMPK TRAILER TIRE	198.86	
				0093984	2/8/2024	SMPK TURF SAVER	128.52	
				0095706	2/8/2024	SMPK FLAT TIRE REPAIR	27.20	
				0095075	2/8/2024	SMPK TUBE TIRE	21.76	376.34
	2/20/2024	0019740	PENINSULA FIRE INC.	71154	2/8/2024	FG FIRE SUPP SYST SERV C/	348.32	348.32

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0020849	U S BANK	PA48731-10138⁴	2/8/2024	VET NOV UTIL & GARBAGE	900.36	
				Amaz 9637054	2/8/2024	FG RECEPTION DESK & RETI	664.34	
				PUD 22650 12/2	2/8/2024	CB DEC JAN ELECT & WATEF	653.12	
				PUD 13575 1/24	2/8/2024	SC JAN ELECT	440.54	
				Amrcn StrmWtr	2/8/2024	CH STORMWATER CERTIFIC/	399.00	
				PUD 13575 12/2	2/8/2024	SC DEC ELECT	380.04	
				PUD 43120 12/2	2/8/2024	RH DEC ELECT	342.00	
				PUD 13572 1/24	2/8/2024	SC JAN ELECT	278.06	
				PGMS 3000017ᵹ	2/8/2024	ADM PROF GRNDS MNGMT ᵹ	225.00	
				PUD 13572 12/2	2/8/2024	SC DEC ELECT	217.00	
				PUD 57419 12/2	2/8/2024	DL DEC JAN ELECT	203.20	
				Amaz 393060	2/8/2024	FG CREDENZA	203.13	
				PUD 75463 12/2	2/8/2024	SC DEC ELECT	189.56	
				PUD 75463 1/24	2/8/2024	SC JAN ELECT	186.52	
				Amaz 6611403	2/8/2024	FG 2 DRAWER HANGING FILE	173.87	
				Amerigas 31578:	2/8/2024	FG PROPANE TANK RENTAL	138.89	
				Amaz 1744237	2/8/2024	FG 2 DRAWER FILE	108.89	
				viasat A5240667	2/8/2024	CDJ SATELLITE INTERNET	96.21	
				viasat a5103094:	2/8/2024	SC SATELLITE INTERNET	91.20	
				PUD 13573 12/2	2/8/2024	CDJ DEC ELECT	67.29	
				Penin Award 045	2/8/2024	SC DRA 2 PLAQUES MEM BEI	33.21	
				PUD 54219 12/2	2/8/2024	SMPK W LKPLSNT UNMETER	28.18	
				PUD 67069 12-2	2/8/2024	SMPK CLINE UNMETERED LI(	23.62	
				PUD 13571 12/2	2/8/2024	SC UNMETERED LIGHT	20.92	
				AMAZ 1279426	2/8/2024	CH 8" LETTER NUMBER STEI	20.67	
				Penin Award 096	2/8/2024	SMPK MEM BENCH PLAQUE (	19.60	
				Amaz 400663	2/8/2024	ADM BUSINESS CARD BLANK	15.38	
				PUD 126922 12/	2/8/2024	SMPK LKPLSNT UNMETERD I	14.09	
				PUD 126922 1/2	2/8/2024	SMPK LKPLSNT UNMETERED	14.09	6,147.98
	2/20/2024	0025256	FIRE CHIEF EQUIPMENT CO	0919415	2/8/2024	CH SYSTEM MAINTENANCE	3,989.12	3,989.12
	2/20/2024	0028699	SOUND PUBLISHING INC	PDN990194	2/8/2024	ADM RFQ LEGAL NTC ADVER	265.60	
				PDN990857	2/8/2024	FG 2024 FEE SCHEDULE LGN	56.44	322.04
	2/20/2024	0035592	CAMPLIFE INC	17466683	2/8/2024	DRA SC JAN ONLINE RESERV	8,800.50	8,800.50
	2/20/2024	0035842	CLALLAM CO PARKS CREDIT	WorldPay Jan 2(	2/8/2024	DRA SC JAN CC FEES	17,156.24	17,156.24
	2/20/2024	0036323	BUCK'S NORTHWEST LANDS(	3134	2/8/2024	CH LANDSCAPE MAINTENAN	1,131.52	1,131.52

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0038937	MOBILE PRESSURE CLEANIN	653700	2/8/2024	JUV PRESSURE WASH OVEN	490.05	490.05
	2/20/2024	0041504	IML SECURITY SUPPLY	3959320	2/8/2024	2008FAC JAIL LOCK REPAIR T	241.79	241.79
	2/20/2024	0041605	HOME DEPOT PRO	787334994	2/8/2024	CH INSTANT START	4,138.20	
				787335009	2/8/2024	CH TCP 8FT 500K	739.10	
				785413436	2/8/2024	CH NITRILE GLOVES HND TW	650.61	
				784225096	2/8/2024	CH EARPLUGS SAFETY GLAS	78.07	
				787823483	2/8/2024	DRA SPONGE, PLASTIC BOT	3.11	5,609.09
	2/20/2024	0041995	CASCADIA WATER LLC	3401 1/24	2/8/2024	DRA DEC JAN WATER	426.00	426.00
						Sub total for U S BANK:		62,869.33

Final Check List
CLALLAM COUNTY

Prosecutor (1)

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0029872	SEQUIM VALLEY FUNERAL CH	02252	2/8/2024	JANUARY 2024	7,920.00	7,920.00
	2/20/2024	0045696	THURSTON COUNTY CORON	CCC-2012024	2/8/2024	JANUARY MORGUE USE	1,000.00	1,000.00
						Sub total for U S BANK:		8,920.00

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000546	EXPRESS SERVICES, INC	30297162	2/8/2024	EXPRESS SERVICES	518.08	
				30265095	2/8/2024	EXPRESS SERVICES	453.32	
				30244914	2/8/2024	EXPRESS SERVICES	453.32	
				30216433	2/8/2024	EXPRESS SERVICES	356.18	1,780.90
	2/20/2024	0000918	LINCOLN STREET STATION	4506 2/8/24	2/8/2024	POSTAGE ACCT #4506	85.19	85.19
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1135464	2/8/2024	POE CONTRACT	348.14	
				1135463	2/8/2024	POE CONTRACT	208.72	
				1135465	2/8/2024	POE CONTRACT	122.10	
				1135466	2/8/2024	POE CONTRACT	32.34	711.30
	2/20/2024	0001252	PORT ANGELES, CITY OF	74359 2/8/24	2/8/2024	ACCOUNT 74359-155474	238.46	238.46
	2/20/2024	0001641	VERIZON WIRELESS	9954985686	2/8/2024	VERIZON	1,169.39	1,169.39
	2/20/2024	0045607	RAMSEY TRANSCRIPTION SV	0124-0002	2/8/2024	TRANSCRIPTION	54.75	54.75
	2/20/2024	0046683	ODP BUSINESS SOLUTIONS L	349984128001	2/8/2024	OFFICE EQUIPMENT	228.68	
				347378774001	2/8/2024	OFFICE SUPPLIES	3.80	232.48
	2/20/2024	0049503	GLISSON & MORRIS	58134-5-II	2/8/2024	BRIEF OF RESPONDENT	4,000.00	4,000.00
						Sub total for U S BANK:		8,272.47

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000099	A-1 AUTO PARTS	1469200	1/29/2024	Hydraulic Coupling - SQ 416	235.83	
				1470248	2/7/2024	Boot, Connectors - SQ 137	27.86	
				1469980	2/5/2024	Oil, Air Brake - SQ 905	26.79	
				1469371	1/31/2024	O Ring - SQ 905	11.63	302.11
	2/20/2024	0000172	BAXTER A/P OFFICE	15663-61216	2/8/2024	Batteries - PA 61	9.79	
				15663-61213	2/8/2024	Keyless Entry - PA	8.16	17.95
	2/20/2024	0000299	CERTIFIED LABORATORIES	8552065	1/26/2024	Luster Gaurd,Pro Brite - PA	778.34	
				8558794	2/1/2024	Aerosol - PA	312.49	1,090.83
	2/20/2024	0000539	EVERGREEN COLLISION, SEC	27409	1/29/2024	Repairs - PA 155	979.56	979.56
	2/20/2024	0000772	INDUSTRIAL HYDRAULICS IN(	A346626	2/2/2024	Spinner Control Valve - PA 238	378.43	
				A346625	2/2/2024	Gauge Adapter - PA 20-SMTOC	33.92	412.35
	2/20/2024	0000848	PAPE KENWORTH NORTHWE	14435279	1/31/2024	Compressors - LC 240	971.97	
				14437600	2/1/2024	Brake Chamber, Piggyback - LC	450.77	
				14429275	1/29/2024	Brake Chamber, Parts Kit - PA 2	360.67	1,783.41
	2/20/2024	0000894	LARSCO INC	1116686-01	1/11/2024	Connectors - PA	297.18	297.18
	2/20/2024	0001036	MURREYS OLYMPIC DISPOSA	797587S112	2/1/2024	Garbage Services - SQ	244.14	244.14
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1135489	1/31/2024	Billable Copies - Admin	238.02	
				1135488	1/31/2024	Billable Copies - Engineering 62	180.62	
				1135487	1/31/2024	Billable Copies - ER&R	33.77	452.41
	2/20/2024	0001187	PAPE MACHINERY INC	2218532	1/31/2024	Repairs - PA 846	648.33	648.33
	2/20/2024	0001300	PUBLIC UTILITY DISTRICT	22716/02012024	2/1/2024	Electric Utility, 384 Frontier - CE	167.13	167.13
	2/20/2024	0001385	SAFETY-KLEEN CORP	93642792	2/6/2024	Solvent - PA	176.77	176.77
	2/20/2024	0001542	SWANSONS REPAIR	0169869	1/3/2024	Idler Pulley - LC 203	162.62	162.62
	2/20/2024	0001551	TACOMA SCREW PRODUCTS	140101968-00	1/31/2024	Electrical Tape - SQ	70.40	70.40
	2/20/2024	0001586	TRAFFIC SAFETY SUPPLY CO	INV065285	11/20/2023	Signs - PA	1,086.57	1,086.57
	2/20/2024	0001641	VERIZON WIRELESS	9951110421	12/7/2023	Fuel Island Service 20-FISQ, FI	4,856.42	
				9954891256ERF	1/22/2024	PA Sign Shop Laptop Line -PA	80.02	4,936.44
	2/20/2024	0001714	WA ST DEPT OF NATURAL RE	0100174427/202	1/31/2024	Surface Mining Tax, Dimmel Pit	1,000.00	1,000.00
	2/20/2024	0001767	WEST WASTE & RECYCLING	0000309512	1/31/2024	Sanican, 410 Frontier St - CB	120.00	
				0000307427	1/31/2024	Garbage Collection, 51 Bedrock	72.00	
				0000307428	1/31/2024	Garbage Collection, 410 Frontie	36.00	228.00
	2/20/2024	0001781	WHITEHEADS AUTO PARTS IN	278587	2/7/2024	Antifreeze, Seal - LC 240	142.50	
				277642	1/26/2024	RX Silicone - LC 20-M&O, CBS	97.70	240.20
	2/20/2024	0005032	OWEN EQUIPMENT COMPAN	00113718	1/26/2024	Dirt Shoe ASSY - PA 417	2,658.84	2,658.84

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0006210	KONECRANES INC.	154860854	6/26/2023	Repair - PA 20-B201	13,777.93	13,777.93
	2/20/2024	0017663	ARAMARK UNIFORM SVCS IN	5120405787	2/6/2024	Laundry Services - PA	40.62	
				5120407482	2/8/2024	Laundry Services - SQ	16.34	
				5120405775	2/6/2024	Laundry Services - LC	16.30	73.26
	2/20/2024	0020849	U S BANK	1968-1178-24	2/9/2024	GPM:Fluid End Repair Kit - PA :	1,090.88	
				1968-6439449	1/25/2024	Amzn:Staples-Batteries - LC	200.80	
				1968-7776248	1/25/2024	Amsn:Staples-Batteries - LC	200.80	
				1968-5955429	1/11/2024	Amzn:vCloudTech-Fastener - P.	117.61	
				1968-3597054	1/10/2024	Amzn:Autoone-LED Bulbs - PA	82.74	
				9221-078261	1/29/2024	Coastal-Swivel, Elbows - SQ 12	60.40	
				7844-0843405	1/10/2024	Amsn:LDProducts-Toner - PA 2	38.11	
				7844-27642476	1/21/2024	Amsn:Amsn-Stapler - PA 20-B2	37.34	
				7844-9381006B	1/27/2024	Amzn:PwrSpply,Solenoid,Relay	36.88	
				9221-8514267	1/29/2024	HomeDepot-Elbows, Nipples - S	25.85	
				7844-9381006A	1/27/2024	Amzn-Papar Clamp, Staples - F	21.66	
				1968-75658512	1/30/2024	WADOL-Fee - PA S329R	21.50	
				9221-5493827	1/24/2024	Amzn:Herdio-Antenna - PA 416	17.37	1,951.94
	2/20/2024	0021386	STAPLES ADVANTAGE	3558967570-ER	2/3/2024	Paper - PA Stores	190.52	190.52
	2/20/2024	0022435	RACE STREET AUTO PARTS	661465-24	2/5/2024	Filters - PAStores	315.03	
				661590-24	2/6/2024	Oil Filter - PA Stores	99.49	
				661930-24	2/8/2024	Turn Signal Switch - PA 104	80.49	
				660724-24	1/31/2024	Filter Kit - SQ 129	79.41	
				661690-24	2/6/2024	Air Filter - PA 417	58.14	
				6600720-24	1/29/2024	Wiper Blades - PA 175	27.46	
				661297-24	2/2/2024	Oil Filter - PA 163	22.62	
				661548-24	2/5/2024	Window Handle - PA 408	15.59	698.23
	2/20/2024	0025256	FIRE CHIEF EQUIPMENT CO	0016904-1	1/31/2024	Fire Extinguishers - PA Stores	337.59	337.59
	2/20/2024	0038943	SIX ROBBLEES INC	23P6681	2/2/2024	PIllow Blocks - PA 416	424.30	424.30
	2/20/2024	0040272	MATT'S TOOLS USA LLC	140147	2/6/2024	Dust Cover - PA 20-SMTOOL	185.10	185.10
	2/20/2024	0042872	PROPANE NORTHWEST	1512617153	2/7/2024	Propane - SQ	531.73	
				1512610106	2/6/2024	Propane - LC	303.50	835.23
	2/20/2024	0043469	PETROCARD	0259745	2/1/2024	Grease, Urea - LC	1,059.92	1,059.92
	2/20/2024	0045842	CINTAS CORPORATION #2	5189828781	12/21/2023	First Aid Supplies - LC	163.49	163.49

Sub total for U S BANK:	36,652.75

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000091	ANGELES MILLWORK & LUMB	347439	2/7/2024	SUPPLIES-TRAIL	39.48	
				K47322	2/6/2024	MAINTENANCE SUPPLIES- P/	31.00	70.48
	2/20/2024	0000172	BAXTER A/P OFFICE	15663-61165	2/7/2024	MAINTENENACE SUPPLIES- I	28.62	28.62
	2/20/2024	0000196	BILLS PLUMBING & SANIKAN	IS3667797	2/15/2024	SANIKAN 1453 W WASH ST U	100.00	100.00
	2/20/2024	0000332	CLALLAM CO AUDITORS TAX	.01/24-SUT 1010	1/31/2024	01/2024 SALES AND USE TAX	72.15	72.15
	2/20/2024	0000546	EXPRESS SERVICES, INC	30244869-10101	1/24/2024	EXPRESS EMPLOYMENT 01/'	1,714.76	
				30265096-10101	1/31/2024	01/22-01/28/24 EXPRESS EMF	1,499.58	3,214.34
	2/20/2024	0000709	HARBOR SAW & SUPPLY	784649	1/31/2024	MAINTENANCE SUPPLIES-LC	396.05	
				785537	2/8/2024	MAINTENANCE SUPPLIES- P/	164.22	560.27
	2/20/2024	0001258	PORT ANGELES POWER EQU	98027239	1/17/2024	MAINTENANCE SUPPLIES-PA	133.56	133.56
	2/20/2024	0001540	SWAIN'S GENERAL STORE IN	323280	2/2/2024	MAINTENANCE SUPPLIES-PA	696.25	
				323197	1/31/2024	MAINTENANCE SUPPLIES	18.01	714.26
	2/20/2024	0001586	TRAFFIC SAFETY SUPPLY CO	INV067098	2/6/2024	MAINTENANCE SUPPLIES-SC	2,030.06	
				INV065214	11/16/2023	TRAFFIC SAFTEY SUPPLIES	421.52	2,451.58
	2/20/2024	0001614	UNITED STATES DOSIMETRY	05053	1/31/2024	4TH Q WHOLE BODY BADGE	148.30	148.30
	2/20/2024	0001635	UTILITIES UNDERGROUND LC	4010251	1/31/2024	01/24 EXCAVATION NOTIFICA	266.64	266.64
	2/20/2024	0016373	WESTERN CONFERENCE OF,	TEAMPEN-0101	2/7/2024	01/2024 TEAMSTERS PENSIO	149.00	149.00
	2/20/2024	0017663	ARAMARK UNIFORM SVCS IN	5120405786	2/6/2024	LAUNDRY SERVICE-PA	16.34	
				5120405776	2/6/2024	LAUNDRY SERVICE-LC	16.30	
				5120407483	2/8/2024	LAUNDRY SERVICE-SQ	16.30	48.94

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0020849	U S BANK	9221-8613865	1/29/2024	HOME DEPOT- MAINT SUPPL	542.32	
				3953-09593-162	1/17/2024	LAW CONFERENCE 2024	475.00	
				3953-20629-117	1/17/2024	LAW CONFERENCE 2024	475.00	
				3953-99617-134	1/17/2024	LAW CONFERENCE 2024	475.00	
				9221-9183465	1/25/2024	AMAZON-MAINT SUPPLIES	434.39	
				3953-0791-0224	1/6/2024	CENTURYLINK	352.02	
				7844-9605803	1/14/2024	AMAZON-MAINT SUPPLIES	316.35	
				3953-7921042	1/31/2024	MURREYS - SERVICE	301.49	
				8427-027074	1/30/2024	TRACTOR SUPPLY- MAINT SU	266.73	
				1968-6324221	1/19/2024	AMAZON-MAINT SUPPLIES	227.94	
				3953-WESTFED	2/7/2024	LSAW- WEST FED ASSOCIAT	199.00	
				3953-83276-DL	1/18/2024	TULALIP RESORT	178.13	
				3953-83501-DS	1/18/2024	TULALIP RESORT	178.13	
				3953-83752-JG	1/18/2024	TULALIP RESORT	178.13	
				9221-008997	1/19/2024	COASTAL-MAINT SUPPLIES	168.78	
				9221-1014632	1/26/2024	AMAZON- MAINT SUPPLIES	146.53	
				1968-3024264	2/1/2024	AMAZON- MAINT SUPPLIES	141.76	
				3953-1356-0224	1/6/2024	CENTURYLINK	135.00	
				9221-5613018	1/22/2024	HOME DEPOT-MAINT SUPPLI	129.59	
				1968-0427461	1/18/2024	AMAZON-MAINT SUPPLIES	107.80	
				3953-2012233	1/31/2024	PENINSULA COLLEGE-FLAGC	85.00	
				3953-2012245	1/31/2024	PENINSULA COLLEGE-FLAGC	85.00	
				9221-31010-33	1/23/2024	SQ RADIO SHACK-MAINT SUI	81.61	
				7844-2208260	1/2/2024	AMAZON-MAINT SUPPLIES	73.62	
				9221-9760207	1/30/2024	AMAZON- MAINT SUPPLIES	52.07	
				1968-003233	1/17/2024	SQ ACE HARDWARE- MAINT :	41.25	
				1968-5438665	2/1/2024	AMAZON- MAINT SUPPLIES	39.19	
				1968-00009066	1/10/2024	AMAZON MAINT SUPPLIES	27.12	
				1968-4764255	1/9/2024	AMAZON MAINT SUPPLIES	27.04	
				1968-PRIME-02	1/9/2024	AMAZON PRIME- COM/BILL	16.32	
				3953-PRIME-02	2/6/2024	AMAZON PRIME COM/BILL	16.32	
				3953-1670654	1/22/2024	LE MAY MOBILE SHREDDING	15.84	
				9221-4011170	1/23/2024	HOME DEPOT-MAINT SUPPLI	15.01	
				3953-1931402	1/8/2024	AMAZON-SUPPLIES	10.85	
				3953-09200U	2/7/2024	WSDH-CREDIT OF .04	-0.04	6,015.29

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0021386	STAPLES ADVANTAGE	3558967572	2/3/2024	OFFICE SUPPLIES	141.56	
				3558967571	2/3/2024	OFFICE SUPPLIES	112.52	
				3558967570-101	2/3/2024	OFFICE SUPPLIES	79.98	334.06
	2/20/2024	0026348	ENVIROTECH SERVICES INC	CD202405770	1/12/2024	MAINTENENACE SUPPLIES-L	10,990.32	10,990.32
	2/20/2024	0038374	IRONCLAD COMPANY	27603	2/7/2024	MAINTENENACE SUPPLIES-F	2,545.92	
				27600-1	2/7/2024	MAINTENACE SUPPLIES-SQ	2,507.85	5,053.77
	2/20/2024	0049403	LUA CEJA, JONATHAN	LUACDL020124	2/2/2024	CDL PHYSICAL -LUA CEJA	175.00	175.00
						Sub total for U S BANK:		30,526.58

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000074	AM TEST, INC.	138191	1/31/2024	SAMPLE TESTING-WWTP	570.00	570.00
	2/20/2024	0037716	CASCADE COLUMBIA DISTRIE	886751	1/25/2024	MAINTENANE SUPPLIES- WV	1,333.59	1,333.59
	2/20/2024	0000332	CLALLAM CO AUDITORS TAX	01/24-SUT 4140	1/31/2024	01/2024 SALES AND USE TAX	852.55	852.55
	2/20/2024	0000594	DECKER CITY HARDWARE, TI	810992	1/26/2024	MAINTENANCE SUPPLIES- W	329.55	329.55
	2/20/2024	0016440	MALAKOFF, KIM	REFUND-MAL27	2/7/2024	REFUND MALAKOFF -ERROR	150.00	150.00
	2/20/2024	0001300	PUBLIC UTILITY DISTRICT	22718-020124	2/1/2024	12/28-01/25 410 FRONTIER ST	940.40	
				23193-012924	1/29/2024	12/19-01/18 HWY 112-ACROSS	355.26	
				22602-020124	2/1/2024	12/28-01/25 BOGACHIEL & PIC	264.80	1,560.46
	2/20/2024	0020849	U S BANK	3953-1116-0224	1/6/2024	CENTURYLINK	250.43	
				8199-008252	1/9/2024	USPS-SHIPPING	70.60	
				7844-33371	1/19/2024	MOUNTAINSIDE MAIL-USPS	33.87	
				8199-036111	1/12/2024	USPS-SHIPPING	17.12	372.02
	2/20/2024	0000332	CLALLAM CO AUDITORS TAX	01/24-SUT 4240	1/31/2024	01/2024 SALES AND USE TAX	201.35	201.35
	2/20/2024	0001426	SEQUIM, CITY OF	4405.0.0101 US	2/1/2024	01/01-01/31 REG SEWER USA	3,947.27	
				C24-1	2/8/2024	01/24 CARLSBORG MONTHLY	3,137.62	
				4405.00101 BS	2/1/2024	01/01-01/31 REG SEWER BAS	2,364.00	9,448.89
	2/20/2024	0020849	U S BANK	7844-0853024	1/19/2024	AMAZON- SUPPLIES	904.31	904.31
	2/20/2024	0000546	EXPRESS SERVICES, INC	30265096-43401	1/31/2024	01/22-01/28/24 EXPRESS CRC	651.63	
				30244869-43401	1/24/2024	EXPRESS CROSS 01/15-01/21	369.30	1,020.93
						Sub total for U S BANK:		16,743.65

Public Works (4)

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0001688	WA ST ASSOC OF COUNTIES	SW2024-05	1/1/2024	2024 AFFILIATE ASSESSMEN	1,376.00	1,376.00
	2/20/2024	0020849	U S BANK	3953-35606960	1/21/2024	RED LION - GARCELON	117.96	117.96
	2/20/2024	0033985	GARCELON, RON	GARC012424	1/21/2024	MEAL REIMBURSEMENT	74.00	74.00
	2/20/2024	0043522	WASHINGTON WATER TRUST	2023-12	2/5/2024	DUNGENESS RESERVOIR CC	2,641.28	2,641.28
						Sub total for U S BANK:		4,209.24

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000179	BEERS, RICHARD B	Mar 2024	2/8/2024	RENTAL AGREEMENT	545.00	545.00
	2/20/2024	0000268	WAVE BUSINESS	3401-1032293-0	2/1/2024	CABLE TV - INMATES	333.62	333.62
	2/20/2024	0000268	WAVE BUSINESS	3401-1032290-0	2/1/2024	CABLE TV - ADMIN AND JAIL	286.32	286.32
	2/20/2024	0000268	WAVE BUSINESS	3401-1240306-0	2/1/2024	INTERNET - SAR & OPSCAN	135.27	135.27
	2/20/2024	0000306	CHARM-TEX	0352579-IN	2/1/2024	SHOES FOR INMATES	180.96	180.96
	2/20/2024	0000351	OLYMPIC PENINSULA, HUMAN	1st Qtr 2024	1/3/2024	HUMANE SOCIETY CONTRAC	32,500.00	32,500.00
	2/20/2024	0000593	FORKS, CITY OF	2869	2/1/2024	PRISONER BOARD BILL	1,267.00	1,267.00
	2/20/2024	0000608	FRANZ FAMILY BAKERIES	117101004870	1/25/2024	FOOD	176.34	
				117101004760	1/2/2024	FOOD	168.00	
				117101004836	1/18/2024	FOOD	142.70	
				117101004857	1/22/2024	FOOD	134.40	
				117101004892	2/1/2024	FOOD	134.40	
				117101004804	1/11/2024	FOOD	117.60	
				117101004824	1/15/2024	FOOD	60.48	
				117101004774	1/5/2024	FOOD	50.28	
				117101004805	1/11/2024	FOOD - CREDIT	-10.08	974.12
	2/20/2024	0000628	GALLS LLC	011824	1/18/2024	UNIFORM - WHITE	138.85	
				026920380	1/29/2024	UNIFORM - SISK	88.96	
				026800182	1/16/2024	UNIFORM - WENZL	81.62	
				026811782	1/17/2024	UNIFORM - WHITE	66.70	
				026879296	1/24/2024	UNIFORM - GONZALES	19.55	395.68
	2/20/2024	0000672	GOOD SOURCE	SI0558694	1/22/2024	FOOD	4,718.05	
				SI0558591	1/18/2024	FOOD	528.00	5,246.05
	2/20/2024	0000890	LANGUAGE LINE SERVICES, I	9020543534	12/31/2023	INTERPRETATION SERVICES	7.15	7.15
	2/20/2024	0000918	LINCOLN STREET STATION	Account1 - Feb2	2/2/2024	SHIPPING CHARGES	413.38	413.38

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1136021	1/31/2024	MAINTENANCE AGREEMENT	479.11	
				1136032	1/31/2024	MAINTENANCE AGREEMENT	239.31	
				1136033	1/31/2024	MAINTENANCE AGREEMENT	152.14	
				1136028	1/31/2024	MAINTENANCE AGREEMENT	71.39	
				1136027	1/31/2024	MAINTENANCE AGREEMENT	67.52	
				1136020	1/31/2024	MAINTENANCE AGREEMENT	48.67	
				1136030	1/31/2024	MAINTENANCE AGREEMENT	48.61	
				1136026	1/31/2024	MAINTENANCE AGREEMENT	36.82	
				1136023	1/31/2024	MAINTENANCE AGREEMENT	36.32	
				1136025	1/31/2024	MAINTENANCE AGREEMENT	16.81	
				1136031	1/31/2024	MAINTENANCE AGREEMENT	12.51	
				1136029	1/31/2024	MAINTENANCE AGREEMENT	11.65	
				1136022	1/31/2024	MAINTENANCE AGREEMENT	10.65	
				1136024	1/31/2024	MAINTENANCE AGREEMENT	0.06	1,231.57
	2/20/2024	0001426	SEQUIM, CITY OF	Mar 2024	2/8/2024	LEASE AGREEMENT	1,100.00	1,100.00
	2/20/2024	0001543	SWANSONS SERVICES CORP	1805463	1/25/2024	INDIGENT PACKS	36.21	36.21
	2/20/2024	0001547	SYSCO FOOD SERVICES OF S	555440472	1/18/2024	FOOD	1,591.91	
				555415233	1/4/2024	FOOD	1,590.71	
				555453485	1/25/2024	FOOD & KITCHEN SUPPLIES	934.86	
				555428112	1/11/2024	FOOD	871.92	
				555453486	1/25/2024	KITCHEN SUPPLIES	213.74	
				555415234	1/4/2024	KITCHEN SUPPLIES	157.75	
				555355328	12/1/2023	KITCHEN SUPPLIES	89.18	
				555320394	11/13/2023	FOOD	63.03	
				555413263	1/3/2024	FOOD CREDIT	-110.00	5,403.10
	2/20/2024	0001641	VERIZON WIRELESS	9954985684	1/23/2024	CELL PHONE SERVICE	674.18	674.18
	2/20/2024	0001697	WA ST CRIMINAL JUSTICE	201139060	1/25/2024	FIELD TRAINING OFFICER CC	95.00	95.00
	2/20/2024	0001723	WSDOT/WA ST FERRIES	RK417317	11/30/2023	FERRY RECEIPT - GRIBBON	17.90	17.90
	2/20/2024	0001767	WEST WASTE & RECYCLING	0000307590	1/31/2024	GARBAGE COLLECTION - SLI	72.00	72.00
	2/20/2024	0003410	LEMAY MOBILE SHREDDING	4827132S 185	2/1/2024	SHREDDING 1688279 1/8/24	238.56	238.56
	2/20/2024	0014681	PROFORCE LAW ENFORCEM	540164	1/23/2024	TASER CARTRIDGES	3,571.07	3,571.07
	2/20/2024	0017787	DAIRY FRESH FARMS INC	8082401811	1/18/2024	FOOD	407.60	
				8082401114	1/11/2024	FOOD	405.82	
				8082402509	1/25/2024	FOOD	405.42	
				8082400415	1/4/2024	FOOD	219.73	1,438.57

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0019100	PLUMLEY, WILLIAM L	690855	1/16/2024	INTERPRETATION SERVICES	360.00	360.00
	2/20/2024	0020862	GERMAN, NANCY	Mar 2024	2/8/2024	LEASE AGREEMENT	2,388.15	2,388.15
	2/20/2024	0021923	FIRST RACE CAR WASH	511831	1/31/2024	CAR WASH	13.00	13.00
	2/20/2024	0024819	QUILEUTE TRIBE	Mar 2024	2/8/2024	LEASE AGREEMENT	1,200.00	1,200.00
	2/20/2024	0029100	CREATIVE CASTINGS	23.0912	1/30/2024	BELT BUCKLES	763.00	763.00
	2/20/2024	0033486	LN CURTIS & SONS INC	INV785776	1/25/2024	UNIFORM - MORGAN, MCCAI	180.40	180.40
	2/20/2024	0037225	JACKSON, DALE	020524	2/5/2024	PROFESSIONAL SERVICES I	4,351.00	4,351.00
	2/20/2024	0037246	MITCHELL, KAREN	020224	2/2/2024	MILEAGE FOR PROJECT LIFE	19.43	19.43
	2/20/2024	0037247	HAIR BY NICOLE	020624	2/6/2024	INMATE HAIRCUTS	235.00	235.00
	2/20/2024	0042636	HARBOR FOODSERVICE	730727	2/5/2024	FOOD	2,896.11	
				724126	1/22/2024	FOOD	2,167.43	
				717865	1/8/2024	FOOD	2,147.75	7,211.29
	2/20/2024	0043469	PETROCARD	C381202	1/31/2024	FUEL FOR OPNET & JAIL VEI	420.94	420.94
	2/20/2024	0044691	VERIZON CONNECT FLEET U	625000046962	2/1/2024	VEHICLE TRACKING SUBSCF	99.98	99.98
	2/20/2024	0046683	ODP BUSINESS SOLUTIONS L	350133285001	1/9/2024	OFFICE SUPPLIES - EMD	100.17	
				350132530001	1/9/2024	OFFICE SUPPLIES - EMD	47.66	
				348762385001	1/17/2024	OFFICE SUPPLIES - JAIL	30.48	
				350588320001	1/17/2024	CREDIT MEMO	-100.17	78.14
	2/20/2024	0049401	8TH STREET CAR WASH	FPCS-012524	1/25/2024	CAR WASHES	179.50	179.50
	2/20/2024	0049499	VOIANCE LANGUAGE SERVIC	2024012022	1/31/2024	INTERPRETATION SERVICES	17.25	17.25
						Sub total for U S BANK:		73,679.79

Final Check List
CLALLAM COUNTY

Sheriff (2)

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0001714	WA ST DEPT OF NATURAL RE4900/010017449	2/1/2024	BUILDING RENT MCCARVER	3,792.11	3,792.11
					Sub total for U S BANK:		3,792.11

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000363	CLALLAM COUNTY SHERIFF	CCSO SG20-45	10/26/2023	STONEGARDEN FY20 OFFICE	10,086.35	
				CCSO SG20-48	11/17/2023	STONEGARDEN FY20 OFFICE	9,975.45	
				CCSO SG20-51	1/8/2024	STONEGARDEN FY20 OFFICE	9,669.99	
				CCSO SG20-46	10/26/2023	STONEGARDEN FY20 OFFICE	6,823.48	
				CCSO SG20-53	1/23/2024	STONEGARDEN FY20 OFFICE	5,771.30	
				CCSO SG20-47	11/17/2023	STONEGARDEN FY20 OFFICE	4,377.50	
				CCSO SG20-50	11/17/2023	STONEGARDEN FY20 OFFICE	3,685.50	
				CCSO SG20-54	1/24/2024	STONEGARDEN FY20 ADMIN	1,245.73	51,635.30
	2/20/2024	0001252	PORT ANGELES, CITY OF	82303	10/20/2023	SG FY20 OFFICER OVERTIME	16,222.97	
				81771	9/14/2023	SG FY20 OFFICER OVERTIME	6,559.31	
				81960	9/28/2023	SG FY20 OFFICER OVERTIME	3,158.97	
				82653	11/22/2023	SG FY20 OFFICER OVERTIME	762.65	26,703.90
	2/20/2024	0001252	PORT ANGELES, CITY OF	82994	12/28/2023	SG FY21 OFFICER OVERTIME	4,054.64	
				82657	11/22/2023	SG FY21 OFFICER OVERTIME	13,257.60	
				82915	12/20/2023	SG FY21 OFFICER OVERTIME	8,610.60	25,922.84
	2/20/2024	0001252	PORT ANGELES, CITY OF	83343	12/31/2023	SG FY20 OFFICER OVERTIME	3,886.32	
				82991	12/28/2023	SG FY20 OFFICER OVERTIME	4,651.36	
				82998	12/29/2023	SG FY20 OFFICER OVERTIME	2,555.20	11,092.88
						Sub total for U S BANK:		115,354.92

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0001136	OLYMPIC MEDICAL CENTER	OMC-2.8.24	2/8/2024	INMATE MEDICAL	1,679.54	1,679.54
	2/20/2024	0001209	PENINSULA BEHAVIORAL HEA	January 24	1/31/2024	INMATE MEDICAL	175.00	175.00
	2/20/2024	0017535	COST LESS SENIOR SERVICE	18765-Jan24	2/8/2024	INMATE MEDICINE 1/1/24-1/3	8,670.03	8,670.03
	2/20/2024	0027743	NORTHWEST PATHOLOGY, P	1020224172-2	8/30/2023	INMATE MEDICAL	400.69	400.69
	2/20/2024	0041537	MCKESSON MEDICAL-SURGI	21570858	1/10/2024	CLINIC SUPPLIES	475.18	
				2163501	1/25/2024	CLINIC SUPPLIES	128.86	
				21622569	1/23/2024	CLINIC SUPPLIES	84.16	
				21565352	1/9/2024	CLINIC SUPPLIES	45.16	
				21611356	1/22/2024	CLINIC SUPPLIES	33.22	
				21631223	1/25/2024	CLINIC SUPPLIES	14.75	781.33
						Sub total for U S BANK:		11,706.59

Superior Court

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000357	CLALLAM-JEFFERSON CO PR	CF 03-24	2/8/2024	MARCH 2024 - COURT FACIIL	3,750.00	3,750.00
	2/20/2024	0020849	U S BANK	53918	2/7/2024	1/18/24 - RISE24 NADCP CON	795.00	
				53913	2/7/2024	1/18/24 - ALL RISE MEMBERS	60.00	
				9952514143P4P	2/7/2024	DEC 2023 - VERIZON CELLUL	50.41	
				9952514143DCA	2/7/2024	DEC 2023 - VERIZON CELLUL	50.41	
				9954985690P4P	2/7/2024	JAN 2024 - VERIZON CELLUL	50.41	
				995485690DCA	2/7/2024	JAN 2024 -VERIZON CELLULA	50.41	
				114-7641308-72	2/7/2024	1/24/24-HEADPHONES FOR C	18.45	
				955087613	2/7/2024	JANUARY 2024 - SHREDDING	15.84	1,090.93
	2/20/2024	0023379	JUSTICE AUDIO VIDEO SOLU	JUST-3700	2/8/2024	2/07/24 - JAVS SUITE 8 UPGR	4,379.36	4,379.36
	2/20/2024	0040427	NORPOINT GROUP LLC	1347 NPG	2/7/2024	FEB 2024 (1) COURT SECURI	9,900.00	9,900.00
						Sub total for U S BANK:		19,120.29

Final Check List
CLALLAM COUNTY

Clerk

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1135429	2/8/2024	CLERKS CONTRACT 11337-0(	125.53	
				1135428	2/8/2024	CLERKS CONTRACT #11149-(	117.67	243.20
	2/20/2024	0033199	LEMAY MOBILE SHREDDING	4827131S185	2/8/2024	CLERKS SHREDDING	15.84	15.84
						Sub total for U S BANK:		259.04

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0000008	LEXIS NEXIS RISK MGMT INC	1382924-202401	2/6/2024	MONTHLY SUBSCRIPTION FE	115.53	115.53
	2/20/2024	0000331	CLALLAM COUNTY AUDITOR	24-160169	2/5/2024	SPECIAL CLASSIFICATION RE	913.50	913.50
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1135467	2/5/2024	CANON COPIER MAINTENAN	180.48	180.48
						Sub total for U S BANK:		1,209.51

Final Check List
CLALLAM COUNTY

Veterans

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/7/2024	0001300	PUBLIC UTILITY DISTRICT	WT0047 2/7/24	2/7/2024	UTILITIES	516.18	516.18
	2/7/2024	0020849	U S BANK	HJ5467 2/7/24 S	2/7/2024	FOOD	150.00	
				LP6817 2/7/24 W	2/7/2024	FOOD	150.00	
				FR5264 2/7/24 S	2/7/2024	FUEL	100.00	
				HG1393 2/7/24 \	2/7/2024	FOOD	100.00	
				LA5106 2/7/24 S	2/7/2024	FUEL	100.00	
				MJ7934 2/7/24 V	2/7/2024	FOOD	100.00	
				NW3421 2/7/24 :	2/7/2024	FOOD	100.00	
				RD6882 2/7/24 \	2/7/2024	FOOD	100.00	900.00
						Sub total for U S BANK:		1,416.18

Final Check List
CLALLAM COUNTY

WSU Ext

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	2/20/2024	0001179	PACIFIC OFFICE EQUIPMENT	1135485	2/20/2024	PACIFIC OFFICE EQUIPMENT	142.08	142.08
						Sub total for U S BANK:		142.08

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FEB 20 2024

Payroll Ending: 1/31/2024

Gross Earnings:	**$1,793,832.18**
Benefits Paid:	**$908,995.70**
Total Expenditures:	**$2,702,827.88**

STATE OF WASHINGTON)
)
COUNTY OF CLALLAM)

This is to certify that the foregoing 'Labor Distribution Totals by Fund' Report for the period herein indicated is a full, true, and correct representation of the earnings and benefits paid to all Clallam County employees as recorded in the books of original entry maintained by this office.

WITNESS MY HAND THIS 9th DAY OF February 2024

Sandra L. Williams

SANDRA L. WILLIAMS, CHIEF DEPUTY FOR
SHOONA RIGGS, CLALLAM COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the payroll herein specified has been disbursed and that the earnings and benefits listed above are approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

RANDY JOHNSON

MARK OZIAS

COPY

MIKE FRENCH

(County Administrator)

Payroll and Benefits Paid for 3 Payrolls: February 9, 2024					
Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employees Paid by Fund #	Total Expenditures
MONTHLY: January 2024					
General Fund	00100	722,959.54	273,255.25	127	996,214.79
Sheriff: OPNET	11008	8,243.45	2,643.14	2	10,886.59
HHS	11301	34,382.34	13,538.37	7	47,920.71
HHS-Homeless Task Force	11322	2,936.64	1,270.16	1	4,206.80
Chem Depend/Mental Health	11323	2,936.64	1,270.11	1	4,206.75
HHS-Dev Disabilties	11331	6,595.71	2,610.55	1	9,206.26
Law Library	11401	538.44	47.92	1	586.36
HR Risk Management	50401	5,964.35	510.37	3	6,474.72
MONTHLY TOTALS		**784,557.11**	**295,145.87**		**1,079,702.98**
SEMI-MONTHLY: 1/16-31/2024					
General Fund	00100	733,894.99	436,385.52	211	1,170,280.51
HHS	11301	22,438.32	12,014.57	8	34,452.89
Prosecutor-Local Crime Victim	11701	4,732.16	3,027.08	2	7,759.24
Auditor-Doc Preservation	12401	2,317.09	1,788.37	2	4,105.46
Noxious Weed Control	13001	2,884.86	1,951.51	1	4,836.37
Veterans Relief	19914	5,280.88	3,684.79	2	8,965.67
Affordable Housing Sales Tax	19951	4,452.60	2,156.43	1	6,609.03
American Rescue Plan Act	19961	3,333.34	596.44	1	3,929.78
HR-Risk Management	50401	14,313.13	7,503.09	4	21,816.22
HR-Worker's Compensation	50501	1,788.18	881.25	2	2,669.43
SM TOTALS		**795,435.55**	**469,989.05**		**1,265,424.60**
ROADS: 1/16-31/2024 TOTALS					
General Fund	00100				0.00
PW - Roads	10101	168,998.98	116,161.34	65	285,160.32
PW - Flood Control	10135	3,793.18	2,217.80	4	6,010.98
PW - Broadband Infrastructure	30805	299.46	146.63	1	446.09
PW - Solid Waste	40201	1,484.99	831.27	3	2,316.26
Clallam Bay/Sekiu Sewer	41401	16,239.78	9,506.54	10	25,746.32
PW - Carlsborg Sewer M&O	42401	1,283.61	736.36	5	2,019.97
ER&R	50301	21,739.52	14,260.84	9	36,000.36
ROADS TOTALS		**213,839.52**	**143,860.78**		**357,700.30**
TOTALS		**$1,793,832.18**	**$908,995.70**		**$2,702,827.88**

Prepared by:

Sherry Price, Deputy Auditor

COPY

MONTHLY

Labor Distribution Totals By Fund

CLALLAM COUNTY

01/01/2024 to 01/31/2024-1 Cycle m

Fund Worked : 00100
 # Emps : 127

Earnings Code & Description		Amount	Hours
r	REGULAR	567,285.97	14,267.25
s	SICK	31,390.19	794.00
v	VACATION	20,265.25	568.68
fh	FLOATING HOLIDAY	6,476.82	199.75
clth	CLOTHING ALLOWANCE	2,000.00	
o15j	OVERTIME x 1.5 - JUV DETENTION	1,651.81	40.25
aute	AUTO ALLOWANCE ELECTED	1,360.00	
oth	OVERTIME X 1.5 - HOURLY	924.06	67.25
jd	JURY DUTY	739.19	22.00
auto	AUTO ALLOWANCE CONTRACTUAL	680.00	
cu	COMP USED	486.11	13.90
oh15	OVERTIME HOLIDAY X 1.5	252.03	6.00
aspj	ACTING SUPERVISOR PAY JUVENILE	138.32	96.00
wep	WEST END PAY	100.00	
asp	SHERIFF ACTING SUPERVISOR PAY	28.71	16.00
aspd	SHERIFF ACTING SUP PAY DEPUTY	21.10	10.00
h	HOLIDAY	41,719.02	1,058.80
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	23,900.01	239.50
o15s	OVERTIME X 1.5 - SHERIFF DEPT	13,013.28	198.30
vp	VACATION PAYOFF	3,109.30	100.02
accred	ACCREDITATION PAY	1,973.93	
bsba	BS/BA EDUCATION INCENTIVE	1,460.28	
aaas	AA/AS EDUCATION INCENTIVE	1,075.83	
detpay	DETECTIVE PAY	910.69	
oc2	ON CALL NON-SHIFT DAY	730.26	6.00
ohjd	OT HOLIDAY - JUV DETENTION	554.12	12.00
phsm	PHONE STIPEND SMART PHONE	280.00	
fto	FTO PREMIUM	212.57	109.00
swa	SICK - WA PART-TIME	121.45	5.00
spr	SICK PAYOFF RETIREMENT 20%	52.29	8.05
spt	SICK PAYOFF - TERMINATION 10%	26.95	8.72
phns	PHONE STIPEND	20.00	
	Totals:	**722,959.54**	**17,846.47**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	65,656.31
pers2	PERS 2 RETIREMENT	25,923.10
medpre	HEALTH INSURANCE PRE TAX	12,266.40
icm457	ICMA DEFERRED COMP	10,836.85
psers	PSERS RETIREMENT	5,913.49
pers3	PERS 3 RETIREMENT	4,132.99
wacare	WA Long-Term Care	3,228.73
udteam	UNION DUES - TEAMSTERS	2,514.48
h457rt	ROTH-EMPOWER 457	1,000.00
aflpre	AFLAC PRE TAX	933.11
udmp	UNION DUES - 1619 MP	639.50
udpd	UNION DUES - 1619 D	575.83
colaft	COLONIAL LIFE INS. POST TAX	468.48
udcd	UNION DUES - 1619 CD C	349.75
aflaft	AFLAC POST TAX	269.54
rth457	ROTH-ICMA DEFERRED COMP	146.10
colpre	COLONIAL LIFE INS. PRE TAX	72.18
shrfcf	SHERIFF COFFEE FUND	38.00
socsec	SOCIAL SECURITY	42,746.79
401a	401A DEFERRED COMPENSATION	16,985.15
leoff2	LEOFF 2 RETIREMENT	12,018.39
medtx	MEDICARE TAX	9,997.29
h457	MASSMUTUAL 457	4,566.28
fmlatx	WA Paid Family & Medical Leave	3,725.79
n457	NATIONWIDE 457	2,555.42
l&i	L&I - SELF INSURED	1,192.34
genpre	SUN LIFE PRE TAX	955.03
ltdshr	LTD - SHERIFF	670.65
hr125	HEALTH REIMBURSEMENT	625.00
udps	UNION DUES - 1619 S	528.15
leofcu	LEOFF RETIREMENT CATCH UP	458.17
udlc	UNION DUES - 1619 LC	319.75
udcs	UNION DUES - 1619 CS	191.85
uw	UNITED WAY	140.00
wsatf	1619CD WSATF DUES	50.00
shrfnd	SHERIFF EMPLOYEE FUND	19.00

Fund Worked : 00100
 # Emps : 127

	Totals:	**232,709.89**

Benefit Code	Description	Amount
medpre	HEALTH INSURANCE PRE TAX	123,761.78
pers2	PERS 2 RETIREMENT	36,378.10
401a	401A DEFERRED COMPENSATION	12,596.26
psers	PSERS RETIREMENT	8,698.91
vebahr	HRA VEBA	5,624.85
fmlatx	WA Paid Family & Medical Leave	1,490.23
genpre	SUN LIFE PRE TAX	292.00

Benefit Code	Description	Amount
socsec	SOCIAL SECURITY	42,746.79
l&i	L&I - SELF INSURED	17,417.46
medtx	MEDICARE TAX	9,997.29
leoff2	LEOFF 2 RETIREMENT	7,495.64
pers3	PERS 3 RETIREMENT	5,204.98
unemp	UNEMPLOYMENT	1,265.21
leofcu	LEOFF RETIREMENT CATCH UP	285.75
	Totals:	**273,255.25**

Gross Earnings by Fund:	**722,959.54**	**17,846.47**
Total Fund Deductions:	**232,709.89**	
Fund Net:	**490,249.65**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/31/2024-1 Cycle m

Fund Worked : 11008
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	7,382.40	229.00
s	SICK	259.81	8.00
h	HOLIDAY	519.62	16.00
accred	ACCREDITATION PAY	81.62	
	Totals:	**8,243.45**	**253.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	695.67
pers2	PERS 2 RETIREMENT	383.85
medtx	MEDICARE TAX	117.54
wacare	WA Long-Term Care	47.82
l&i	L&I - SELF INSURED	19.28
shrfcf	SHERIFF COFFEE FUND	5.00
socsec	SOCIAL SECURITY	502.58
medpre	HEALTH INSURANCE PRE TAX	137.30
udlc	UNION DUES - 1619 LC	63.95
fmlatx	WA Paid Family & Medical Leave	43.57
shrfnd	SHERIFF EMPLOYEE FUND	10.00
	Totals:	**2,026.56**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,375.00
socsec	SOCIAL SECURITY	502.58
l&i	L&I - SELF INSURED	38.93
unemp	UNEMPLOYMENT	16.49
pers2	PERS 2 RETIREMENT	575.17
medtx	MEDICARE TAX	117.54
fmlatx	WA Paid Family & Medical Leave	17.43
	Totals:	**2,643.14**

Gross Earnings by Fund:	**8,243.45**	**253.00**
Total Fund Deductions:	**2,026.56**	
Fund Net:	**6,216.89**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/31/2024-1 Cycle m

Fund Worked : 11301
 # Emps : 7

Earnings Code & Description		Amount	Hours
r	REGULAR	27,219.34	811.90
h	HOLIDAY	2,451.44	73.60
s	SICK	309.53	9.00
sc15	HHS SCANNING PROJ OT X 1.5	2,752.83	45.25
v	VACATION	1,516.05	40.00
cu	COMP USED	133.15	4.00
	Totals:	**34,382.34**	**983.75**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	3,148.75
pers2	PERS 2 RETIREMENT	1,704.72
icm457	ICMA DEFERRED COMP	783.81
medtx	MEDICARE TAX	485.20
pers3	PERS 3 RETIREMENT	248.99
fmlatx	WA Paid Family & Medical Leave	181.75
udmp	UNION DUES - 1619 MP	63.95
aflpre	AFLAC PRE TAX	23.49
aflaft	AFLAC POST TAX	6.27
socsec	SOCIAL SECURITY	2,074.67
medpre	HEALTH INSURANCE PRE TAX	880.62
401a	401A DEFERRED COMPENSATION	502.69
udteam	UNION DUES - TEAMSTERS	302.52
wacare	WA Long-Term Care	199.41
l&i	L&I - SELF INSURED	74.34
rth457	ROTH-ICMA DEFERRED COMP	53.90
colpre	COLONIAL LIFE INS. PRE TAX	15.94
	Totals:	**10,751.02**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	6,660.00
socsec	SOCIAL SECURITY	2,074.67
l&i	L&I - SELF INSURED	542.43
pers3	PERS 3 RETIREMENT	474.57
unemp	UNEMPLOYMENT	68.77
pers2	PERS 2 RETIREMENT	2,554.41
401a	401A DEFERRED COMPENSATION	580.62
medtx	MEDICARE TAX	485.20
fmlatx	WA Paid Family & Medical Leave	72.70
vebahr	HRA VEBA	25.00
	Totals:	**13,538.37**

Gross Earnings by Fund:	**34,382.34**	**983.75**
Total Fund Deductions:	**10,751.02**	
Fund Net:	**23,631.32**	

Fund Worked : 11322
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	2,588.88	83.75
v	VACATION	61.82	2.00
h	HOLIDAY	247.30	8.00
s	SICK	38.64	1.25
	Totals:	**2,936.64**	**95.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	298.05
socsec	SOCIAL SECURITY	176.46
medpre	HEALTH INSURANCE PRE TAX	90.70
udteam	UNION DUES - TEAMSTERS	35.01
l&i	L&I - SELF INSURED	7.05
pers2	PERS 2 RETIREMENT	186.77
icm457	ICMA DEFERRED COMP	117.47
medtx	MEDICARE TAX	41.27
fmlatx	WA Paid Family & Medical Leave	15.53
	Totals:	**968.31**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	687.50
socsec	SOCIAL SECURITY	176.46
medtx	MEDICARE TAX	41.27
fmlatx	WA Paid Family & Medical Leave	6.21
pers2	PERS 2 RETIREMENT	279.86
401a	401A DEFERRED COMPENSATION	58.74
l&i	L&I - SELF INSURED	14.24
unemp	UNEMPLOYMENT	5.88
	Totals:	**1,270.16**

Gross Earnings by Fund:	**2,936.64**	**95.00**
Total Fund Deductions:	**968.31**	
Fund Net:	**1,968.33**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/31/2024-1 Cycle m

Fund Worked : 11323
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	2,588.88	83.75
v	VACATION	61.82	2.00
h	HOLIDAY	247.30	8.00
s	SICK	38.64	1.25
	Totals:	**2,936.64**	**95.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	298.05
socsec	SOCIAL SECURITY	176.44
medpre	HEALTH INSURANCE PRE TAX	90.70
udteam	UNION DUES - TEAMSTERS	34.99
l&i	L&I - SELF INSURED	7.05
pers2	PERS 2 RETIREMENT	186.77
icm457	ICMA DEFERRED COMP	117.46
medtx	MEDICARE TAX	41.26
fmlatx	WA Paid Family & Medical Leave	15.52
	Totals:	**968.24**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	687.50
socsec	SOCIAL SECURITY	176.44
medtx	MEDICARE TAX	41.26
fmlatx	WA Paid Family & Medical Leave	6.21
pers2	PERS 2 RETIREMENT	279.86
401a	401A DEFERRED COMPENSATION	58.73
l&i	L&I - SELF INSURED	14.24
unemp	UNEMPLOYMENT	5.87
	Totals:	**1,270.11**

Gross Earnings by Fund:	**2,936.64**	**95.00**
Total Fund Deductions:	**968.24**	
Fund Net:	**1,968.40**	

Fund Worked : 11331
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	5,735.40	160.00
s	SICK	286.77	8.00
h	HOLIDAY	573.54	16.00
	Totals:	**6,595.71**	**184.00**

Deduction Code and Description		Amount
h457	MASSMUTUAL 457	700.00
pers2	PERS 2 RETIREMENT	419.49
medpre	HEALTH INSURANCE PRE TAX	246.40
udteam	UNION DUES - TEAMSTERS	81.00
fmlatx	WA Paid Family & Medical Leave	34.86
fedtx	FEDERAL WITHHOLDING TAX	628.31
socsec	SOCIAL SECURITY	393.66
medtx	MEDICARE TAX	92.07
wacare	WA Long-Term Care	38.26
l&i	L&I - SELF INSURED	13.47
	Totals:	**2,647.52**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,310.00
socsec	SOCIAL SECURITY	393.66
medtx	MEDICARE TAX	92.07
fmlatx	WA Paid Family & Medical Leave	13.95
pers2	PERS 2 RETIREMENT	628.57
401a	401A DEFERRED COMPENSATION	131.91
l&i	L&I - SELF INSURED	27.20
unemp	UNEMPLOYMENT	13.19
	Totals:	**2,610.55**

Gross Earnings by Fund:	**6,595.71**	**184.00**
Total Fund Deductions:	**2,647.52**	
Fund Net:	**3,948.19**	

Fund Worked : 11401
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	538.44	26.50

Earnings Code & Description		Amount	Hours
	Totals:	**538.44**	**26.50**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	33.38
fedtx	FEDERAL WITHHOLDING TAX	3.84
fmlatx	WA Paid Family & Medical Leave	2.85

Deduction Code and Description		Amount
medtx	MEDICARE TAX	7.81
wacare	WA Long-Term Care	3.12
l&i	L&I - SELF INSURED	2.23
	Totals:	**53.23**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	33.38
l&i	L&I - SELF INSURED	4.51
unemp	UNEMPLOYMENT	1.08

Benefit Code and Description		Amount
medtx	MEDICARE TAX	7.81
fmlatx	WA Paid Family & Medical Leave	1.14
	Totals:	**47.92**

Gross Earnings by Fund:	**538.44**	**26.50**
Total Fund Deductions:	**53.23**	
Fund Net:	**485.21**	

Fund Worked : 50401
 # Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	5,820.97	173.75
swa	SICK - WA PART-TIME	143.38	4.00
	Totals:	**5,964.35**	**177.75**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	369.80
medtx	MEDICARE TAX	86.48
wacare	WA Long-Term Care	26.75
fedtx	FEDERAL WITHHOLDING TAX	277.78
fmlatx	WA Paid Family & Medical Leave	31.53
l&i	L&I - SELF INSURED	14.62
	Totals:	**806.96**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	369.80
l&i	L&I - SELF INSURED	29.55
unemp	UNEMPLOYMENT	11.93
medtx	MEDICARE TAX	86.48
fmlatx	WA Paid Family & Medical Leave	12.61
	Totals:	**510.37**

Gross Earnings by Fund:	**5,964.35**	**177.75**
Total Fund Deductions:	**806.96**	
Fund Net:	**5,157.39**	

Fund Worked : 65101
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	6,731.41	160.00

Earnings Code & Description		Amount	Hours
bhu	BENEFIT HOURS USED - TAX DIST	1,843.80	40.00
	Totals:	**8,575.21**	**200.00**

Deduction Code and Description		Amount
fd1457	DRS 457 DEFERRED COMP FIRE 1	700.00
fedtx	FEDERAL WITHHOLDING TAX	523.87
socsec	SOCIAL SECURITY	74.40
fmlf1	WA Paid Family & Medical Leave	45.32

Deduction Code and Description		Amount
leoff2	LEOFF 2 RETIREMENT	629.11
medtx	MEDICARE TAX	124.34
l&i1	L&I - FIRE 1	68.18
wacfd1	WA Long-Term Care	42.78
	Totals:	**2,208.00**

Benefit Code and Description		Amount
leoff2	LEOFF 2 RETIREMENT	392.36
socsec	SOCIAL SECURITY	74.40

Benefit Code and Description		Amount
medtx	MEDICARE TAX	124.34
	Totals:	**591.10**

Gross Earnings by Fund:	**8,575.21**	**200.00**
Total Fund Deductions:	**2,208.00**	
Fund Net:	**6,367.21**	

Fund Worked : 65151
 # Emps : 15

Earnings Code & Description		Amount	Hours
r	REGULAR	11,534.85	277.50

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	849.88
medtx	MEDICARE TAX	167.27
fmlf5	WA Paid Family & Medical Leave	60.99

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	715.17

Earnings Code & Description		Amount	Hours
	Totals:	**11,534.85**	**277.50**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	715.17
wacfd5	WA Long-Term Care	66.90
	Totals:	**1,860.21**

Benefit Code and Description		Amount
medtx	MEDICARE TAX	167.27
	Totals:	**882.44**

Gross Earnings by Fund:	**11,534.85**	**277.50**
Total Fund Deductions:	**1,860.21**	
Fund Net:	**9,674.64**	

Fund Worked : 65161
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	268.62	16.50
	Totals:	**268.62**	**16.50**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	16.65
wacfd6	WA Long-Term Care	1.56
medtx	MEDICARE TAX	3.90
fmlf6	WA Paid Family & Medical Leave	1.42
	Totals:	**23.53**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	16.65
medtx	MEDICARE TAX	3.90
	Totals:	**20.55**

Gross Earnings by Fund:	**268.62**	**16.50**
Total Fund Deductions:	**23.53**	
Fund Net:	**245.09**	

Fund Worked : 65171
 # Emps : 16

Earnings Code & Description		Amount	Hours
r	REGULAR	17,369.48	391.17

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,043.15
socsec	SOCIAL SECURITY	484.76
wacfd4	WA Long-Term Care	100.76
l&if4	L&I - FIRE 4	87.20

Benefit Code and Description		Amount
leof#4	LEOFF 2 RETIREMENT FIRE 4	508.10
medtx	MEDICARE TAX	251.89

Earnings Code & Description		Amount	Hours
	Totals:	**17,369.48**	**391.17**

Deduction Code and Description		Amount
leof#4	LEOFF 2 RETIREMENT FIRE 4	814.68
medtx	MEDICARE TAX	251.89
fmlf4	WA Paid Family & Medical Leave	91.81
	Totals:	**2,874.25**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	484.76
	Totals:	**1,244.75**

Gross Earnings by Fund:	**17,369.48**	**391.17**
Total Fund Deductions:	**2,874.25**	
Fund Net:	**14,495.23**	

Fund Worked : 67101
 # Emps : 4

Earnings Code & Description		Amount	Hours
r	REGULAR	6,273.00	277.50
bhu	BENEFIT HOURS USED - TAX DIST	368.00	16.00
ott	OVERTIME - TAXING DIST	741.75	21.50
	Totals:	**7,382.75**	**315.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	561.95
pers2	PERS 2 RETIREMENT	316.33
l&iagn	L&I - AGNEW	84.97
socsec	SOCIAL SECURITY	457.73
medtx	MEDICARE TAX	107.06
wacagn	WA Long-Term Care	42.82
	Totals:	**1,570.86**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	474.00
medtx	MEDICARE TAX	107.06
socsec	SOCIAL SECURITY	457.73
fmlagn	WA Paid Family & Medical Leave	39.02
	Totals:	**1,077.81**

Gross Earnings by Fund:	**7,382.75**	**315.00**
Total Fund Deductions:	**1,570.86**	
Fund Net:	**5,811.89**	

Fund Worked : 67121
 # Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	2,601.50	60.00
	Totals:	**2,601.50**	**60.00**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	161.29
waccln	WA Long-Term Care	15.09
medtx	MEDICARE TAX	37.73
fmlcln	WA Paid Family & Medical Leave	13.76
	Totals:	**227.87**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	161.29
medtx	MEDICARE TAX	37.73
	Totals:	**199.02**

Gross Earnings by Fund:	**2,601.50**	**60.00**
Total Fund Deductions:	**227.87**	
Fund Net:	**2,373.63**	

Fund Worked : 67141
 # Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	6,536.40	236.00

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	405.26
pers2h	PERS 2 RETIREMENT - HIGHLAND	349.32
medtx	MEDICARE TAX	94.78
wachig	WA Long-Term Care	37.92

Benefit Code and Description		Amount
pers2h	PERS 2 RETIREMENT - HIGHLAND	523.43
medtx	MEDICARE TAX	94.78

Earnings Code & Description		Amount	Hours
	Totals:	**6,536.40**	**236.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	390.90
dshshi	DSHS CHILD SUPPORT (HIGHLAND)	125.00
l&ihig	L&I - HIGHLAND IRRIGATION	70.09
fmlhig	WA Paid Family & Medical Leave	34.55
	Totals:	**1,507.82**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	405.26
	Totals:	**1,023.47**

Gross Earnings by Fund:	**6,536.40**	**236.00**
Total Fund Deductions:	**1,507.82**	
Fund Net:	**5,028.58**	

Fund Worked : 67701
 # Emps : 4

Earnings Code & Description		Amount	Hours
r	REGULAR	8,019.75	345.75
	Totals:	**8,019.75**	**345.75**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	497.22
fedtx	FEDERAL WITHHOLDING TAX	85.83
fmlbld	WA Paid Family & Medical Leave	42.40
medtx	MEDICARE TAX	116.29
wacbld	WA Long-Term Care	46.52
	Totals:	**788.26**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	497.22
medtx	MEDICARE TAX	116.29
	Totals:	**613.51**

Gross Earnings by Fund:	**8,019.75**	**345.75**
Total Fund Deductions:	**788.26**	
Fund Net:	**7,231.49**	

Fund Worked : 67731
 # Emps : 9

Earnings Code & Description		Amount	Hours
r	REGULAR	37,304.90	1,122.75
ott	OVERTIME - TAXING DIST	1,079.52	22.00
bhu	BENEFIT HOURS USED - TAX DIST	5,834.27	173.50
	Totals:	**44,218.69**	**1,318.25**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	2,978.52
pers2s	PERS 2 RETIREMENT - SUNLAND	2,733.08
medtx	MEDICARE TAX	641.16
wacsun	WA Long-Term Care	256.48
l&isun	L&I - SUNLAND	200.12
socsec	SOCIAL SECURITY	2,741.57
sun457	DRS 457 DEFERRED COMP SUNLAND	1,100.00
medsun	HEALTH INSURANCE SUNLAND	514.77
fmlsun	WA Paid Family & Medical Leave	233.73
	Totals:	**11,399.43**

Benefit Code and Description		Amount
medsun	HEALTH INSURANCE SUNLAND	11,674.36
socsec	SOCIAL SECURITY	2,741.57
pers2s	PERS 2 RETIREMENT - SUNLAND	4,095.32
medtx	MEDICARE TAX	641.16
	Totals:	**19,152.41**

Gross Earnings by Fund:	**44,218.69**	**1,318.25**
Total Fund Deductions:	**11,399.43**	
Fund Net:	**32,819.26**	

Fund Worked : - Totals -
 # Emps : 198

Earnings Code & Description		Amount	Hours
r	REGULAR	715,800.19	18,723.07
s	SICK	32,323.58	821.50
v	VACATION	21,904.94	612.68
bhu	BENEFIT HOURS USED - TAX DIST	8,046.07	229.50
vp	VACATION PAYOFF	3,109.30	100.02
accred	ACCREDITATION PAY	2,055.55	
ott	OVERTIME - TAXING DIST	1,821.27	43.50
bsba	BS/BA EDUCATION INCENTIVE	1,460.28	
aaas	AA/AS EDUCATION INCENTIVE	1,075.83	
detpay	DETECTIVE PAY	910.69	
oc2	ON CALL NON-SHIFT DAY	730.26	6.00
cu	COMP USED	619.26	17.90
phsm	PHONE STIPEND SMART PHONE	280.00	
oh15	OVERTIME HOLIDAY X 1.5	252.03	6.00
aspj	ACTING SUPERVISOR PAY JUVENILE	138.32	96.00
spr	SICK PAYOFF RETIREMENT 20%	52.29	8.05
spt	SICK PAYOFF - TERMINATION 10%	26.95	8.72
phns	PHONE STIPEND	20.00	
h	HOLIDAY	45,758.22	1,180.40
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	23,900.01	239.50
o15s	OVERTIME X 1.5 - SHERIFF DEPT	13,013.28	198.30
fh	FLOATING HOLIDAY	6,476.82	199.75
sc15	HHS SCANNING PROJ OT X 1.5	2,752.83	45.25
clth	CLOTHING ALLOWANCE	2,000.00	
o15j	OVERTIME x 1.5 - JUV DETENTION	1,651.81	40.25
aute	AUTO ALLOWANCE ELECTED	1,360.00	
oth	OVERTIME X 1.5 - HOURLY	924.06	67.25
jd	JURY DUTY	739.19	22.00
auto	AUTO ALLOWANCE CONTRACTUAL	680.00	
ohjd	OT HOLIDAY - JUV DETENTION	554.12	12.00
swa	SICK - WA PART-TIME	264.83	9.00
fto	FTO PREMIUM	212.57	109.00
wep	WEST END PAY	100.00	
asp	SHERIFF ACTING SUPERVISOR PAY	28.71	16.00
aspd	SHERIFF ACTING SUP PAY DEPUTY	21.10	10.00
	Totals:	**891,064.36**	**22,821.64**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	77,440.86
pers2	PERS 2 RETIREMENT	29,121.03
medpre	HEALTH INSURANCE PRE TAX	13,712.12
medtx	MEDICARE TAX	12,413.34
psers	PSERS RETIREMENT	5,913.49
pers3	PERS 3 RETIREMENT	4,381.98
wacare	WA Long-Term Care	3,544.09
pers2s	PERS 2 RETIREMENT - SUNLAND	2,733.08
l&i	L&I - SELF INSURED	1,330.38
h457rt	ROTH-EMPOWER 457	1,000.00
genpre	SUN LIFE PRE TAX	955.03
udmp	UNION DUES - 1619 MP	703.45
ltdshr	LTD - SHERIFF	670.65
udpd	UNION DUES - 1619 D	575.83
medsun	HEALTH INSURANCE SUNLAND	514.77
leofcu	LEOFF RETIREMENT CATCH UP	458.17
socsec	SOCIAL SECURITY	52,027.83
401a	401A DEFERRED COMPENSATION	17,487.84
leoff2	LEOFF 2 RETIREMENT	12,647.50
icm457	ICMA DEFERRED COMP	11,855.59
h457	MASSMUTUAL 457	5,266.28
fmlatx	WA Paid Family & Medical Leave	4,051.40
udteam	UNION DUES - TEAMSTERS	2,968.00
n457	NATIONWIDE 457	2,555.42
sun457	DRS 457 DEFERRED COMP SUNLAND	1,100.00
aflpre	AFLAC PRE TAX	956.60
leof#4	LEOFF 2 RETIREMENT FIRE 4	814.68
fd1457	DRS 457 DEFERRED COMP FIRE 1	700.00
hr125	HEALTH REIMBURSEMENT	625.00
udps	UNION DUES - 1619 S	528.15
colaft	COLONIAL LIFE INS. POST TAX	468.48
udlc	UNION DUES - 1619 LC	383.70

Fund Worked : - Totals -
 # Emps : 198

Deduction Code and Description		Amount
udcd	UNION DUES - 1619 CD C	349.75
aflaft	AFLAC POST TAX	275.81
fmlsun	WA Paid Family & Medical Leave	233.73
rth457	ROTH-ICMA DEFERRED COMP	200.00
uw	UNITED WAY	140.00
wacfd4	WA Long-Term Care	100.76
colpre	COLONIAL LIFE INS. PRE TAX	88.12
l&iagn	L&I - AGNEW	84.97
l&i1	L&I - FIRE 1	68.18
fmlf5	WA Paid Family & Medical Leave	60.99
wacbld	WA Long-Term Care	46.52
shrfcf	SHERIFF COFFEE FUND	43.00
wacfd1	WA Long-Term Care	42.78
wachig	WA Long-Term Care	37.92
shrfnd	SHERIFF EMPLOYEE FUND	29.00
fmlcln	WA Paid Family & Medical Leave	13.76
fmlf6	WA Paid Family & Medical Leave	1.42

Deduction Code and Description		Amount
pers2h	PERS 2 RETIREMENT - HIGHLAND	349.32
wacsun	WA Long-Term Care	256.48
l&isun	L&I - SUNLAND	200.12
udcs	UNION DUES - 1619 CS	191.85
dshshi	DSHS CHILD SUPPORT (HIGHLAND)	125.00
fmlf4	WA Paid Family & Medical Leave	91.81
l&if4	L&I - FIRE 4	87.20
l&ihig	L&I - HIGHLAND IRRIGATION	70.09
wacfd5	WA Long-Term Care	66.90
wsatf	1619CD WSATF DUES	50.00
fmlf1	WA Paid Family & Medical Leave	45.32
wacagn	WA Long-Term Care	42.82
fmlbld	WA Paid Family & Medical Leave	42.40
fmlhig	WA Paid Family & Medical Leave	34.55
waccln	WA Long-Term Care	15.09
wacfd6	WA Long-Term Care	1.56
	Totals:	**273,391.96**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	134,481.78
pers2	PERS 2 RETIREMENT	41,169.97
401a	401A DEFERRED COMPENSATION	13,426.26
medsun	HEALTH INSURANCE SUNLAND	11,674.36
leoff2	LEOFF 2 RETIREMENT	7,888.00
vebahr	HRA VEBA	5,649.85
fmlatx	WA Paid Family & Medical Leave	1,620.48
pers2h	PERS 2 RETIREMENT - HIGHLAND	523.43
genpre	SUN LIFE PRE TAX	292.00
fmlagn	WA Paid Family & Medical Leave	39.02

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	52,027.83
l&i	L&I - SELF INSURED	18,088.56
medtx	MEDICARE TAX	12,413.34
psers	PSERS RETIREMENT	8,698.91
pers3	PERS 3 RETIREMENT	5,679.55
pers2s	PERS 2 RETIREMENT - SUNLAND	4,095.32
unemp	UNEMPLOYMENT	1,388.42
leof#4	LEOFF 2 RETIREMENT FIRE 4	508.10
leofcu	LEOFF RETIREMENT CATCH UP	285.75
	Totals:	**319,950.93**

Grand Total Gross Earnings:	**891,064.36**	**22,821.64**
Grand Total Deductions:	**273,391.96**	
Grand Total Net:	**617,672.40**	

Fund Worked : - Totals -
Emps : 198

SEMI-MONTHLY

Labor Distribution Totals By Fund

CLALLAM COUNTY

01/16/2024 to 01/31/2024-1 Cycle sc

Fund Worked : 00100
 # Emps : 211

Earnings Code & Description		Amount	Hours
r	REGULAR	610,944.21	18,239.62
s	SICK	21,725.85	643.11
v	VACATION	13,029.34	394.64
sprt	SICK PAYOFF RETIRE 25%	5,645.17	543.17
sc15	HHS SCANNING PROJ OT X 1.5	2,740.90	57.50
mil	MILITARY LEAVE	2,207.46	80.00
fl	FUNERAL LEAVE	1,540.56	40.00
o20m	OT X 2.0 - CORR MANDATORY/SHRF	1,051.81	16.00
spt	SICK PAYOFF - TERMINATION 10%	970.47	285.42
stby	STANDBY PAY	774.48	20.00
bsba	BS/BA EDUCATION INCENTIVE	544.70	
phsm	PHONE STIPEND SMART PHONE	180.00	
cu	COMP USED	166.76	5.76
aspj	ACTING SUPERVISOR PAY JUVENILE	75.14	60.00
cp	COMP TIME PAID - COUNTY	59.55	2.29
biling	BILINGUAL INCENTIVE	31.40	

Earnings Code & Description		Amount	Hours
vp	VACATION PAYOFF	27,793.02	737.88
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	19,458.25	227.00
fh	FLOATING HOLIDAY	11,035.72	341.00
o15s	OVERTIME X 1.5 - SHERIFF DEPT	5,102.85	100.50
dont	DONATED TIME USED	2,479.94	97.80
oth	OVERTIME X 1.5 - HOURLY	1,910.91	153.00
accred	ACCREDITATION PAY	1,220.90	
auto	AUTO ALLOWANCE CONTRACTUAL	1,020.00	
o15j	OVERTIME x 1.5 - JUV DETENTION	868.35	23.00
aute	AUTO ALLOWANCE ELECTED	680.00	
oc2	ON CALL NON-SHIFT DAY	217.41	2.00
uapr	URINE ANALYSIS PREMIUM	175.75	
detpay	DETECTIVE PAY	103.44	
aaas	AA/AS EDUCATION INCENTIVE	64.39	
phns	PHONE STIPEND	50.00	
asp	SHERIFF ACTING SUPERVISOR PAY	26.26	16.00
	Totals:	**733,894.99**	**22,085.69**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	62,351.78
medpre	HEALTH INSURANCE PRE TAX	38,442.79
401a	401A DEFERRED COMPENSATION	15,034.97
medtx	MEDICARE TAX	9,926.70
leoff2	LEOFF 2 RETIREMENT	5,346.21
fmlatx	WA Paid Family & Medical Leave	3,855.45
udteam	UNION DUES - TEAMSTERS	3,319.06
genpre	SUN LIFE PRE TAX	2,037.50
aflpre	AFLAC PRE TAX	1,642.99
l&i	L&I - SELF INSURED	1,466.55
hr125	HEALTH REIMBURSEMENT	1,237.49
dc125	DEPENDENT CARE	833.33
ltdshr	LTD - SHERIFF	670.65
udpd	UNION DUES - 1619 D	535.22
adv	ADVANCE REPAYMENT	411.81
udmp	UNION DUES - 1619 MP	374.42
aflaft	AFLAC POST TAX	255.53
colpre	COLONIAL LIFE INS. PRE TAX	74.31

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	42,444.80
pers2	PERS 2 RETIREMENT	31,289.91
icm457	ICMA DEFERRED COMP	12,374.00
psers	PSERS RETIREMENT	5,628.81
rth457	ROTH-ICMA DEFERRED COMP	3,900.91
wacare	WA Long-Term Care	3,739.45
pers3	PERS 3 RETIREMENT	3,115.71
pers1	PERS 1 RETIREMENT	1,806.16
n457	NATIONWIDE 457	1,487.50
dshs	DSHS CHILD SUPPORT	1,287.47
h457	MASSMUTUAL 457	1,203.68
dshsca	DSHS CHILD SUPPORT CALIFORNIA	750.00
evggar	EVERGREEN FIN GARNISHMENT	562.34
udcd	UNION DUES - 1619 CD C	456.22
udlc	UNION DUES - 1619 LC	383.76
colaft	COLONIAL LIFE INS. POST TAX	292.78
uw	UNITED WAY	95.00
udcs	UNION DUES - 1619 CS	63.96

Labor Distribution Totals By Fund
CLALLAM COUNTY
01/16/2024 to 01/31/2024-1 Cycle sc

Fund Worked : 00100
 # Emps : 211

Deduction Code and Description		Amount
udtint	TEAMSTERS INIT FEE or ADJ	50.00
garnfe	GARNISHMENT FEE	22.00
shrfcf	SHERIFF COFFEE FUND	9.00
udps	UNION DUES - 1619 S	37.73
shrfnd	SHERIFF EMPLOYEE FUND	16.80
	Totals:	**258,834.75**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	275,641.21
socsec	SOCIAL SECURITY	42,444.80
401a	401A DEFERRED COMPENSATION	13,232.45
medtx	MEDICARE TAX	9,926.70
pers3	PERS 3 RETIREMENT	4,441.36
pers1	PERS 1 RETIREMENT	2,868.78
unemp	UNEMPLOYMENT	1,331.41
pers2	PERS 2 RETIREMENT	46,144.15
l&i	L&I - SELF INSURED	16,066.75
vebahr	HRA VEBA	10,450.65
psers	PSERS RETIREMENT	8,280.12
leoff2	LEOFF 2 RETIREMENT	3,334.32
fmlatx	WA Paid Family & Medical Leave	1,542.04
genpre	SUN LIFE PRE TAX	680.78
	Totals:	**436,385.52**

Gross Earnings by Fund:	**733,894.99**	**22,085.69**
Total Fund Deductions:	**258,834.75**	
Fund Net:	**475,060.24**	

Fund Worked : 11301
 # Emps : 8

Earnings Code & Description		Amount	Hours
r	REGULAR	16,336.85	559.50
vp	VACATION PAYOFF	2,018.13	73.87
spt	SICK PAYOFF - TERMINATION 10%	266.70	97.62
s	SICK	59.54	2.00
sc15	HHS SCANNING PROJ OT X 1.5	3,339.87	70.75
v	VACATION	272.98	8.00
cp	COMP TIME PAID - COUNTY	144.25	5.28
	Totals:	**22,438.32**	**817.02**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,952.53
socsec	SOCIAL SECURITY	1,288.01
401a	401A DEFERRED COMPENSATION	473.83
udteam	UNION DUES - TEAMSTERS	217.25
fmlatx	WA Paid Family & Medical Leave	118.61
icm457	ICMA DEFERRED COMP	91.87
h457	MASSMUTUAL 457	33.64
medpre	HEALTH INSURANCE PRE TAX	1,553.19
pers2	PERS 2 RETIREMENT	1,281.78
medtx	MEDICARE TAX	301.24
wacare	WA Long-Term Care	130.15
aflpre	AFLAC PRE TAX	110.56
l&i	L&I - SELF INSURED	53.97
	Totals:	**7,606.63**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	7,860.00
socsec	SOCIAL SECURITY	1,288.01
l&i	L&I - SELF INSURED	297.95
fmlatx	WA Paid Family & Medical Leave	47.44
perscu	PERS RETIREMENT CATCH UP	0.93
pers2	PERS 2 RETIREMENT	1,920.63
medtx	MEDICARE TAX	301.24
401a	401A DEFERRED COMPENSATION	258.07
unemp	UNEMPLOYMENT	40.30
	Totals:	**12,014.57**

Gross Earnings by Fund:	**22,438.32**	**817.02**
Total Fund Deductions:	**7,606.63**	
Fund Net:	**14,831.69**	

Fund Worked : 11701
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	4,732.16	160.00
	Totals:	**4,732.16**	**160.00**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	397.07
socsec	SOCIAL SECURITY	268.77
medtx	MEDICARE TAX	62.86
fmlatx	WA Paid Family & Medical Leave	25.01
l&i	L&I - SELF INSURED	13.25
pers2	PERS 2 RETIREMENT	300.97
fedtx	FEDERAL WITHHOLDING TAX	176.38
udteam	UNION DUES - TEAMSTERS	53.57
wacare	WA Long-Term Care	16.79
	Totals:	**1,314.67**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	2,136.72
socsec	SOCIAL SECURITY	268.77
medtx	MEDICARE TAX	62.86
unemp	UNEMPLOYMENT	9.46
pers2	PERS 2 RETIREMENT	450.97
l&i	L&I - SELF INSURED	88.30
fmlatx	WA Paid Family & Medical Leave	10.00
	Totals:	**3,027.08**

Gross Earnings by Fund:	**4,732.16**	**160.00**
Total Fund Deductions:	**1,314.67**	
Fund Net:	**3,417.49**	

Fund Worked : 12401
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	2,311.06	95.75
s	SICK	1.93	0.06
v	VACATION	4.10	0.19
	Totals:	**2,317.09**	**96.00**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	221.40
fedtx	FEDERAL WITHHOLDING TAX	137.91
401a	401A DEFERRED COMPENSATION	47.26
udteam	UNION DUES - TEAMSTERS	27.12
wacare	WA Long-Term Care	13.44
l&i	L&I - SELF INSURED	8.10
pers2	PERS 2 RETIREMENT	147.36
socsec	SOCIAL SECURITY	129.93
medtx	MEDICARE TAX	30.39
icm457	ICMA DEFERRED COMP	24.99
fmlatx	WA Paid Family & Medical Leave	12.24
	Totals:	**800.14**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,334.99
socsec	SOCIAL SECURITY	129.93
medtx	MEDICARE TAX	30.39
fmlatx	WA Paid Family & Medical Leave	4.90
pers2	PERS 2 RETIREMENT	220.81
401a	401A DEFERRED COMPENSATION	46.33
l&i	L&I - SELF INSURED	16.38
unemp	UNEMPLOYMENT	4.64
	Totals:	**1,788.37**

Gross Earnings by Fund:	**2,317.09**	**96.00**
Total Fund Deductions:	**800.14**	
Fund Net:	**1,516.95**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
01/16/2024 to 01/31/2024-1 Cycle sc

Fund Worked : 13001
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	2,674.54	89.00

Earnings Code & Description		Amount	Hours
s	SICK	210.32	7.00
	Totals:	**2,884.86**	**96.00**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	227.30
pers2	PERS 2 RETIREMENT	183.48
401a	401A DEFERRED COMPENSATION	144.24
udmp	UNION DUES - 1619 MP	31.98
fmlatx	WA Paid Family & Medical Leave	15.25

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	196.91
socsec	SOCIAL SECURITY	164.77
medtx	MEDICARE TAX	38.54
wacare	WA Long-Term Care	16.73
l&i	L&I - SELF INSURED	6.74
	Totals:	**1,025.94**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,285.00
socsec	SOCIAL SECURITY	164.77
401a	401A DEFERRED COMPENSATION	57.70
vebahr	HRA VEBA	25.00
unemp	UNEMPLOYMENT	5.77

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	274.93
l&i	L&I - SELF INSURED	93.70
medtx	MEDICARE TAX	38.54
fmlatx	WA Paid Family & Medical Leave	6.10
	Totals:	**1,951.51**

Gross Earnings by Fund:	**2,884.86**	**96.00**
Total Fund Deductions:	**1,025.94**	
Fund Net:	**1,858.92**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
01/16/2024 to 01/31/2024-1 Cycle sc

Fund Worked : 19914
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	5,280.88	177.60
	Totals:	**5,280.88**	**177.60**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	336.37
socsec	SOCIAL SECURITY	327.41
medtx	MEDICARE TAX	76.57
wacare	WA Long-Term Care	30.63
l&i	L&I - SELF INSURED	14.95
pers2	PERS 2 RETIREMENT	335.87
401a	401A DEFERRED COMPENSATION	214.11
udteam	UNION DUES - TEAMSTERS	68.00
fmlatx	WA Paid Family & Medical Leave	27.92
	Totals:	**1,431.83**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	2,620.00
socsec	SOCIAL SECURITY	327.41
medtx	MEDICARE TAX	76.57
fmlatx	WA Paid Family & Medical Leave	11.17
pers2	PERS 2 RETIREMENT	503.27
401a	401A DEFERRED COMPENSATION	105.62
l&i	L&I - SELF INSURED	30.19
unemp	UNEMPLOYMENT	10.56
	Totals:	**3,684.79**

Gross Earnings by Fund:	**5,280.88**	**177.60**
Total Fund Deductions:	**1,431.83**	
Fund Net:	**3,849.05**	

Fund Worked : 19951
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	3,925.72	88.00
auto	AUTO ALLOWANCE CONTRACTUAL	170.00	
v	VACATION	356.88	8.00
	Totals:	**4,452.60**	**96.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	497.61
pers2	PERS 2 RETIREMENT	272.37
401a	401A DEFERRED COMPENSATION	214.13
genpre	SUN LIFE PRE TAX	58.96
fmlatx	WA Paid Family & Medical Leave	23.54
medpre	HEALTH INSURANCE PRE TAX	327.30
socsec	SOCIAL SECURITY	252.11
medtx	MEDICARE TAX	58.96
wacare	WA Long-Term Care	25.83
l&i	L&I - SELF INSURED	6.74
	Totals:	**1,737.55**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,185.00
socsec	SOCIAL SECURITY	252.11
401a	401A DEFERRED COMPENSATION	85.65
l&i	L&I - SELF INSURED	13.60
fmlatx	WA Paid Family & Medical Leave	9.41
pers2	PERS 2 RETIREMENT	408.13
vebahr	HRA VEBA	125.00
medtx	MEDICARE TAX	58.96
genpre	SUN LIFE PRE TAX	10.00
unemp	UNEMPLOYMENT	8.57
	Totals:	**2,156.43**

Gross Earnings by Fund:	**4,452.60**	**96.00**
Total Fund Deductions:	**1,737.55**	
Fund Net:	**2,715.05**	

Fund Worked : 19961
 # Emps : 1

Earnings Code & Description		Amount	Hours
sigbon	SIGNING BONUS	3,333.34	
	Totals:	**3,333.34**	

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	522.56
socsec	SOCIAL SECURITY	204.82
401a	401A DEFERRED COMPENSATION	33.11
medpre	HEALTH INSURANCE PRE TAX	29.82
fmlatx	WA Paid Family & Medical Leave	17.62
psers	PSERS RETIREMENT	224.33
medtx	MEDICARE TAX	47.90
udcd	UNION DUES - 1619 CD C	30.37
wacare	WA Long-Term Care	19.34
l&i	L&I - SELF INSURED	2.93
	Totals:	**1,132.80**

Benefit Code and Description		Amount
psers	PSERS RETIREMENT	330.00
medtx	MEDICARE TAX	47.90
unemp	UNEMPLOYMENT	6.67
socsec	SOCIAL SECURITY	204.82
fmlatx	WA Paid Family & Medical Leave	7.05
	Totals:	**596.44**

Gross Earnings by Fund:	**3,333.34**	**0.00**
Total Fund Deductions:	**1,132.80**	
Fund Net:	**2,200.54**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
01/16/2024 to 01/31/2024-1 Cycle sc

Fund Worked : 50401
 # Emps : 4

Earnings Code & Description		Amount	Hours
r	REGULAR	14,143.13	329.94
auto	AUTO ALLOWANCE CONTRACTUAL	170.00	
	Totals:	**14,313.13**	**329.94**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,506.66
h457	MASSMUTUAL 457	621.26
pers2	PERS 2 RETIREMENT	464.07
medtx	MEDICARE TAX	203.29
genpre	SUN LIFE PRE TAX	172.49
wacare	WA Long-Term Care	83.02
l&i	L&I - SELF INSURED	21.91
shrfnd	SHERIFF EMPLOYEE FUND	1.00
socsec	SOCIAL SECURITY	869.22
medpre	HEALTH INSURANCE PRE TAX	567.68
aflpre	AFLAC PRE TAX	222.32
icm457	ICMA DEFERRED COMP	179.03
401a	401A DEFERRED COMPENSATION	167.28
fmlatx	WA Paid Family & Medical Leave	75.66
shrfcf	SHERIFF COFFEE FUND	5.00
	Totals:	**5,159.89**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	4,020.00
pers2	PERS 2 RETIREMENT	695.38
401a	401A DEFERRED COMPENSATION	488.26
medtx	MEDICARE TAX	203.29
l&i	L&I - SELF INSURED	44.20
unemp	UNEMPLOYMENT	28.28
socsec	SOCIAL SECURITY	869.22
h457	MASSMUTUAL 457	652.46
vebahr	HRA VEBA	406.25
genpre	SUN LIFE PRE TAX	65.50
fmlatx	WA Paid Family & Medical Leave	30.25
	Totals:	**7,503.09**

Gross Earnings by Fund:	**14,313.13**	**329.94**
Total Fund Deductions:	**5,159.89**	
Fund Net:	**9,153.24**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
01/16/2024 to 01/31/2024-1 Cycle sc

Fund Worked : 50501
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	1,713.74	39.14
s	SICK	74.44	0.90
	Totals:	**1,788.18**	**40.04**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	194.36
rth457	ROTH-ICMA DEFERRED COMP	122.38
pers2	PERS 2 RETIREMENT	112.67
medpre	HEALTH INSURANCE PRE TAX	70.33
genpre	SUN LIFE PRE TAX	20.97
wacare	WA Long-Term Care	5.76
shrfnd	SHERIFF EMPLOYEE FUND	0.20
icm457	ICMA DEFERRED COMP	142.26
401a	401A DEFERRED COMPENSATION	116.60
socsec	SOCIAL SECURITY	105.51
medtx	MEDICARE TAX	24.68
fmlatx	WA Paid Family & Medical Leave	9.44
l&i	L&I - SELF INSURED	2.34
	Totals:	**927.50**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	458.50
socsec	SOCIAL SECURITY	105.51
vebahr	HRA VEBA	43.75
genpre	SUN LIFE PRE TAX	6.72
fmlatx	WA Paid Family & Medical Leave	3.78
pers2	PERS 2 RETIREMENT	170.40
401a	401A DEFERRED COMPENSATION	59.58
medtx	MEDICARE TAX	24.68
l&i	L&I - SELF INSURED	4.76
unemp	UNEMPLOYMENT	3.57
	Totals:	**881.25**

Gross Earnings by Fund:	**1,788.18**	**40.04**
Total Fund Deductions:	**927.50**	
Fund Net:	**860.68**	

Fund Worked : - Totals -
 # Emps : 225

Earnings Code & Description		Amount	Hours
r	REGULAR	662,062.29	19,778.55
s	SICK	22,072.08	653.07
v	VACATION	13,663.30	410.83
sc15	HHS SCANNING PROJ OT X 1.5	6,080.77	128.25
o15s	OVERTIME X 1.5 - SHERIFF DEPT	5,102.85	100.50
dont	DONATED TIME USED	2,479.94	97.80
oth	OVERTIME X 1.5 - HOURLY	1,910.91	153.00
auto	AUTO ALLOWANCE CONTRACTUAL	1,360.00	
accred	ACCREDITATION PAY	1,220.90	
o15j	OVERTIME x 1.5 - JUV DETENTION	868.35	23.00
aute	AUTO ALLOWANCE ELECTED	680.00	
oc2	ON CALL NON-SHIFT DAY	217.41	2.00
phsm	PHONE STIPEND SMART PHONE	180.00	
cu	COMP USED	166.76	5.76
aspj	ACTING SUPERVISOR PAY JUVENILE	75.14	60.00
phns	PHONE STIPEND	50.00	
asp	SHERIFF ACTING SUPERVISOR PAY	26.26	16.00
vp	VACATION PAYOFF	29,811.15	811.75
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	19,458.25	227.00
fh	FLOATING HOLIDAY	11,035.72	341.00
sprt	SICK PAYOFF RETIRE 25%	5,645.17	543.17
sigbon	SIGNING BONUS	3,333.34	
mil	MILITARY LEAVE	2,207.46	80.00
fl	FUNERAL LEAVE	1,540.56	40.00
spt	SICK PAYOFF - TERMINATION 10%	1,237.17	383.04
o20m	OT X 2.0 - CORR MANDATORY/SHRF	1,051.81	16.00
stby	STANDBY PAY	774.48	20.00
bsba	BS/BA EDUCATION INCENTIVE	544.70	
cp	COMP TIME PAID - COUNTY	203.80	7.57
uapr	URINE ANALYSIS PREMIUM	175.75	
detpay	DETECTIVE PAY	103.44	
aaas	AA/AS EDUCATION INCENTIVE	64.39	
biling	BILINGUAL INCENTIVE	31.40	
	Totals:	**795,435.55**	**23,898.29**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	67,873.07
medpre	HEALTH INSURANCE PRE TAX	41,836.88
401a	401A DEFERRED COMPENSATION	16,445.53
medtx	MEDICARE TAX	10,771.13
leoff2	LEOFF 2 RETIREMENT	5,346.21
wacare	WA Long-Term Care	4,081.14
udteam	UNION DUES - TEAMSTERS	3,685.00
genpre	SUN LIFE PRE TAX	2,289.92
h457	MASSMUTUAL 457	1,858.58
l&i	L&I - SELF INSURED	1,597.48
dshs	DSHS CHILD SUPPORT	1,287.47
dc125	DEPENDENT CARE	833.33
ltdshr	LTD - SHERIFF	670.65
udpd	UNION DUES - 1619 D	535.22
adv	ADVANCE REPAYMENT	411.81
udlc	UNION DUES - 1619 LC	383.76
aflaft	AFLAC POST TAX	255.53
socsec	SOCIAL SECURITY	46,055.35
pers2	PERS 2 RETIREMENT	34,388.48
icm457	ICMA DEFERRED COMP	12,812.15
psers	PSERS RETIREMENT	5,853.14
fmlatx	WA Paid Family & Medical Leave	4,180.74
rth457	ROTH-ICMA DEFERRED COMP	4,023.29
pers3	PERS 3 RETIREMENT	3,115.71
aflpre	AFLAC PRE TAX	1,975.87
pers1	PERS 1 RETIREMENT	1,806.16
n457	NATIONWIDE 457	1,487.50
hr125	HEALTH REIMBURSEMENT	1,237.49
dshsca	DSHS CHILD SUPPORT CALIFORNIA	750.00
evggar	EVERGREEN FIN GARNISHMENT	562.34
udcd	UNION DUES - 1619 CD C	486.59
udmp	UNION DUES - 1619 MP	406.40
colaft	COLONIAL LIFE INS. POST TAX	292.78
uw	UNITED WAY	95.00

Fund Worked : - Totals -
 # Emps : 225

Deduction Code and Description		Amount
colpre	COLONIAL LIFE INS. PRE TAX	74.31
udtint	TEAMSTERS INIT FEE or ADJ	50.00
garnfe	GARNISHMENT FEE	22.00
shrfcf	SHERIFF COFFEE FUND	14.00
udcs	UNION DUES - 1619 CS	63.96
udps	UNION DUES - 1619 S	37.73
shrfnd	SHERIFF EMPLOYEE FUND	18.00
	Totals:	**279,971.70**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	296,541.42
socsec	SOCIAL SECURITY	46,055.35
401a	401A DEFERRED COMPENSATION	14,333.66
medtx	MEDICARE TAX	10,771.13
pers3	PERS 3 RETIREMENT	4,441.36
pers1	PERS 1 RETIREMENT	2,868.78
unemp	UNEMPLOYMENT	1,449.23
h457	MASSMUTUAL 457	652.46
pers2	PERS 2 RETIREMENT	50,788.67
l&i	L&I - SELF INSURED	16,655.83
vebahr	HRA VEBA	11,050.65
psers	PSERS RETIREMENT	8,610.12
leoff2	LEOFF 2 RETIREMENT	3,334.32
fmlatx	WA Paid Family & Medical Leave	1,672.14
genpre	SUN LIFE PRE TAX	763.00
perscu	PERS RETIREMENT CATCH UP	0.93
	Totals:	**469,989.05**

Grand Total Gross Earnings:	**795,435.55**	**23,898.29**
Grand Total Deductions:	**279,971.70**	
Grand Total Net:	**515,463.85**	

ROADS

Labor Distribution Totals By Fund
CLALLAM COUNTY
01/16/2024 to 01/31/2024-1 Cycle s

Fund Worked : 10101
 # Emps : 65

Earnings Code & Description		Amount	Hours
r	REGULAR	142,336.91	4,435.55
s	SICK	7,691.59	245.50
fh	FLOATING HOLIDAY	2,099.44	60.50
vp	VACATION PAYOFF	1,506.41	65.08
cpr	COMP TIME PAID - PW ROADS	781.13	21.50
auto	AUTO ALLOWANCE CONTRACTUAL	340.00	
c15r	COMP EARNED X 1.5 ROADS	-6,227.37	-135.00
o15r	OVERTIME X 1.5 - ROADS DEPT	10,496.48	231.75
v	VACATION	6,411.99	200.50
fl	FUNERAL LEAVE	1,568.77	48.00
cu	COMP USED	1,309.93	44.75
phns	PHONE STIPEND	540.00	
spt	SICK PAYOFF - TERMINATION 10%	143.70	62.08
	Totals:	**168,998.98**	**5,280.21**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	12,923.09
socsec	SOCIAL SECURITY	9,892.06
icm457	ICMA DEFERRED COMP	3,603.18
medtx	MEDICARE TAX	2,313.50
fmlatx	WA Paid Family & Medical Leave	893.51
h457	MASSMUTUAL 457	576.21
l&i	L&I - SELF INSURED	388.62
udmp	UNION DUES - 1619 MP	145.81
genpre	SUN LIFE PRE TAX	95.82
aflpre	AFLAC PRE TAX	56.51
garnfe	GARNISHMENT FEE	0.50
pers2	PERS 2 RETIREMENT	10,195.69
medpre	HEALTH INSURANCE PRE TAX	9,463.61
401a	401A DEFERRED COMPENSATION	2,790.51
udteam	UNION DUES - TEAMSTERS	1,698.18
wacare	WA Long-Term Care	868.18
c13gar	CHAPTER 13 GARNISHMENT	538.00
pers3	PERS 3 RETIREMENT	313.12
udtint	TEAMSTERS INIT FEE or ADJ	100.00
aflaft	AFLAC POST TAX	74.54
uw	UNITED WAY	39.40
hr125	HEALTH REIMBURSEMENT	-62.01
	Totals:	**56,908.03**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	76,321.62
socsec	SOCIAL SECURITY	9,890.91
401a	401A DEFERRED COMPENSATION	3,134.34
pers3	PERS 3 RETIREMENT	592.45
fmlatx	WA Paid Family & Medical Leave	357.34
genpre	SUN LIFE PRE TAX	72.64
pers2	PERS 2 RETIREMENT	15,272.01
l&i	L&I - SELF INSURED	7,423.77
medtx	MEDICARE TAX	2,313.22
vebahr	HRA VEBA	450.00
unemp	UNEMPLOYMENT	333.02
perscu	PERS RETIREMENT CATCH UP	0.02
	Totals:	**116,161.34**

Gross Earnings by Fund:	**168,998.98**	**5,280.21**
Total Fund Deductions:	**56,908.03**	
Fund Net:	**112,090.95**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
01/16/2024 to 01/31/2024-1 Cycle s

Fund Worked : 10135
 # Emps : 4

Earnings Code & Description		Amount	Hours
r	REGULAR	3,793.18	107.75
	Totals:	**3,793.18**	**107.75**

Deduction Code and Description		Amount
401a	401A DEFERRED COMPENSATION	328.97
medpre	HEALTH INSURANCE PRE TAX	242.01
pers2	PERS 2 RETIREMENT	218.82
udmp	UNION DUES - 1619 MP	33.21
fmlatx	WA Paid Family & Medical Leave	20.05
icm457	ICMA DEFERRED COMP	12.65
genpre	SUN LIFE PRE TAX	4.34
h457	MASSMUTUAL 457	3.02
hr125	HEALTH REIMBURSEMENT	-5.65
fedtx	FEDERAL WITHHOLDING TAX	264.23
socsec	SOCIAL SECURITY	220.22
medtx	MEDICARE TAX	51.49
wacare	WA Long-Term Care	22.01
pers3	PERS 3 RETIREMENT	16.90
l&i	L&I - SELF INSURED	7.52
uw	UNITED WAY	3.20
aflpre	AFLAC PRE TAX	1.70
	Totals:	**1,444.69**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,439.27
socsec	SOCIAL SECURITY	220.22
medtx	MEDICARE TAX	51.49
vebahr	HRA VEBA	25.00
fmlatx	WA Paid Family & Medical Leave	8.02
genpre	SUN LIFE PRE TAX	3.29
pers2	PERS 2 RETIREMENT	328.20
401a	401A DEFERRED COMPENSATION	79.89
pers3	PERS 3 RETIREMENT	33.29
l&i	L&I - SELF INSURED	21.54
unemp	UNEMPLOYMENT	7.59
	Totals:	**2,217.80**

Gross Earnings by Fund:	**3,793.18**	**107.75**
Total Fund Deductions:	**1,444.69**	
Fund Net:	**2,348.49**	

Fund Worked : 30805
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	299.46	6.00
	Totals:	**299.46**	**6.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	22.73
pers3	PERS 3 RETIREMENT	14.49
icm457	ICMA DEFERRED COMP	8.69
genpre	SUN LIFE PRE TAX	3.23
fmlatx	WA Paid Family & Medical Leave	1.58
l&i	L&I - SELF INSURED	0.38
socsec	SOCIAL SECURITY	18.05
medpre	HEALTH INSURANCE PRE TAX	10.95
medtx	MEDICARE TAX	4.22
wacare	WA Long-Term Care	1.74
uw	UNITED WAY	1.42
hr125	HEALTH REIMBURSEMENT	-4.84
	Totals:	**82.64**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	77.65
socsec	SOCIAL SECURITY	18.05
l&i	L&I - SELF INSURED	5.51
genpre	SUN LIFE PRE TAX	2.45
unemp	UNEMPLOYMENT	0.60
pers3	PERS 3 RETIREMENT	28.54
401a	401A DEFERRED COMPENSATION	8.98
medtx	MEDICARE TAX	4.22
fmlatx	WA Paid Family & Medical Leave	0.63
	Totals:	**146.63**

Gross Earnings by Fund:	**299.46**	**6.00**
Total Fund Deductions:	**82.64**	
Fund Net:	**216.82**	

Fund Worked : 40201
 # Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	1,484.99	39.00
	Totals:	**1,484.99**	**39.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	101.26
medpre	HEALTH INSURANCE PRE TAX	85.05
401a	401A DEFERRED COMPENSATION	38.79
udmp	UNION DUES - 1619 MP	11.60
fmlatx	WA Paid Family & Medical Leave	7.84
icm457	ICMA DEFERRED COMP	5.19
genpre	SUN LIFE PRE TAX	1.61
aflpre	AFLAC PRE TAX	0.57
socsec	SOCIAL SECURITY	86.85
pers2	PERS 2 RETIREMENT	84.89
medtx	MEDICARE TAX	20.32
wacare	WA Long-Term Care	8.62
pers3	PERS 3 RETIREMENT	7.25
l&i	L&I - SELF INSURED	2.64
uw	UNITED WAY	1.22
hr125	HEALTH REIMBURSEMENT	-2.42
	Totals:	**461.28**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	505.39
socsec	SOCIAL SECURITY	86.85
401a	401A DEFERRED COMPENSATION	31.20
pers3	PERS 3 RETIREMENT	14.27
unemp	UNEMPLOYMENT	2.98
pers2	PERS 2 RETIREMENT	127.26
l&i	L&I - SELF INSURED	38.63
medtx	MEDICARE TAX	20.32
fmlatx	WA Paid Family & Medical Leave	3.15
genpre	SUN LIFE PRE TAX	1.22
	Totals:	**831.27**

Gross Earnings by Fund:	**1,484.99**	**39.00**
Total Fund Deductions:	**461.28**	
Fund Net:	**1,023.71**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
01/16/2024 to 01/31/2024-1 Cycle s

Fund Worked : 41401
 # Emps : 10

Earnings Code & Description		Amount	Hours
r	REGULAR	12,376.11	380.75
fh	FLOATING HOLIDAY	317.35	8.00
s	SICK	297.66	8.00
phns	PHONE STIPEND	40.00	
o15r	OVERTIME X 1.5 - ROADS DEPT	2,697.33	50.50
v	VACATION	317.35	8.00
h	HOLIDAY	193.98	8.00
	Totals:	**16,239.78**	**463.25**

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	1,013.58
fedtx	FEDERAL WITHHOLDING TAX	935.21
medtx	MEDICARE TAX	228.28
udteam	UNION DUES - TEAMSTERS	129.93
wacare	WA Long-Term Care	95.21
l&i	L&I - SELF INSURED	35.18
pers3	PERS 3 RETIREMENT	20.53
uw	UNITED WAY	8.78
genpre	SUN LIFE PRE TAX	6.29
socsec	SOCIAL SECURITY	976.04
medpre	HEALTH INSURANCE PRE TAX	667.51
401a	401A DEFERRED COMPENSATION	190.59
icm457	ICMA DEFERRED COMP	109.40
fmlatx	WA Paid Family & Medical Leave	86.77
udmp	UNION DUES - 1619 MP	20.55
h457	MASSMUTUAL 457	9.07
aflpre	AFLAC PRE TAX	7.50
hr125	HEALTH REIMBURSEMENT	-6.85
	Totals:	**4,533.57**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	5,802.64
socsec	SOCIAL SECURITY	965.50
medtx	MEDICARE TAX	225.81
pers3	PERS 3 RETIREMENT	40.43
unemp	UNEMPLOYMENT	32.41
perscu	PERS RETIREMENT CATCH UP	
pers2	PERS 2 RETIREMENT	1,503.42
l&i	L&I - SELF INSURED	682.36
401a	401A DEFERRED COMPENSATION	214.85
fmlatx	WA Paid Family & Medical Leave	34.35
genpre	SUN LIFE PRE TAX	4.77
	Totals:	**9,506.54**

Gross Earnings by Fund:	**16,239.78**	**463.25**
Total Fund Deductions:	**4,533.57**	
Fund Net:	**11,706.21**	

Fund Worked : 42401
 # Emps : 5

Earnings Code & Description		Amount	Hours
r	REGULAR	1,283.61	35.20
	Totals:	**1,283.61**	**35.20**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	102.30
pers2	PERS 2 RETIREMENT	68.59
401a	401A DEFERRED COMPENSATION	25.41
icm457	ICMA DEFERRED COMP	10.31
wacare	WA Long-Term Care	7.44
fmlatx	WA Paid Family & Medical Leave	6.80
udteam	UNION DUES - TEAMSTERS	3.60
l&i	L&I - SELF INSURED	2.39
hr125	HEALTH REIMBURSEMENT	-3.23
socsec	SOCIAL SECURITY	75.44
medpre	HEALTH INSURANCE PRE TAX	65.41
medtx	MEDICARE TAX	17.65
pers3	PERS 3 RETIREMENT	9.66
udmp	UNION DUES - 1619 MP	6.88
uw	UNITED WAY	3.71
aflpre	AFLAC PRE TAX	3.07
genpre	SUN LIFE PRE TAX	2.15
	Totals:	**407.58**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	465.15
socsec	SOCIAL SECURITY	75.44
l&i	L&I - SELF INSURED	21.19
medtx	MEDICARE TAX	17.65
unemp	UNEMPLOYMENT	2.57
pers2	PERS 2 RETIREMENT	103.31
401a	401A DEFERRED COMPENSATION	27.68
pers3	PERS 3 RETIREMENT	19.03
fmlatx	WA Paid Family & Medical Leave	2.71
genpre	SUN LIFE PRE TAX	1.63
	Totals:	**736.36**

Gross Earnings by Fund:	**1,283.61**	**35.20**
Total Fund Deductions:	**407.58**	
Fund Net:	**876.03**	

Fund Worked : 50301
 # Emps : 9

Earnings Code & Description		Amount	Hours
r	REGULAR	21,093.38	680.75
o15r	OVERTIME X 1.5 - ROADS DEPT	175.80	3.50
phns	PHONE STIPEND	50.00	
s	SICK	266.37	9.00
tlss	TOOL STIPEND	120.00	
cu	COMP USED	33.97	1.00
	Totals:	**21,739.52**	**694.25**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,537.56
socsec	SOCIAL SECURITY	1,239.23
401a	401A DEFERRED COMPENSATION	343.31
udteam	UNION DUES - TEAMSTERS	196.29
wacare	WA Long-Term Care	124.88
dshs	DSHS CHILD SUPPORT	102.00
udmp	UNION DUES - 1619 MP	37.79
uw	UNITED WAY	7.27
pers2	PERS 2 RETIREMENT	1,358.57
fedtx	FEDERAL WITHHOLDING TAX	1,109.54
medtx	MEDICARE TAX	289.82
icm457	ICMA DEFERRED COMP	155.77
fmlatx	WA Paid Family & Medical Leave	113.82
l&i	L&I - SELF INSURED	53.75
aflpre	AFLAC PRE TAX	8.07
garnfe	GARNISHMENT FEE	0.50
	Totals:	**6,678.17**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	9,488.28
socsec	SOCIAL SECURITY	1,250.92
401a	401A DEFERRED COMPENSATION	374.10
fmlatx	WA Paid Family & Medical Leave	45.96
pers2	PERS 2 RETIREMENT	2,055.60
l&i	L&I - SELF INSURED	710.26
medtx	MEDICARE TAX	292.57
unemp	UNEMPLOYMENT	43.15
	Totals:	**14,260.84**

Gross Earnings by Fund:	**21,739.52**	**694.25**
Total Fund Deductions:	**6,678.17**	
Fund Net:	**15,061.35**	

Labor Distribution Totals By Fund

CLALLAM COUNTY

01/16/2024 to 01/31/2024-1 Cycle s

Fund Worked : - Totals -
 # Emps : 70

Earnings Code & Description		Amount	Hours
r	REGULAR	182,667.64	5,685.00
s	SICK	8,255.62	262.50
fh	FLOATING HOLIDAY	2,416.79	68.50
vp	VACATION PAYOFF	1,506.41	65.08
cpr	COMP TIME PAID - PW ROADS	781.13	21.50
auto	AUTO ALLOWANCE CONTRACTUAL	340.00	
spt	SICK PAYOFF - TERMINATION 10%	143.70	62.08
c15r	COMP EARNED X 1.5 ROADS	-6,227.37	-135.00
o15r	OVERTIME X 1.5 - ROADS DEPT	13,369.61	285.75
v	VACATION	6,729.34	208.50
fl	FUNERAL LEAVE	1,568.77	48.00
cu	COMP USED	1,343.90	45.75
phns	PHONE STIPEND	630.00	
h	HOLIDAY	193.98	8.00
tlss	TOOL STIPEND	120.00	
	Totals:	**213,839.52**	**6,625.66**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	15,458.36
socsec	SOCIAL SECURITY	12,507.89
icm457	ICMA DEFERRED COMP	3,905.19
medtx	MEDICARE TAX	2,925.28
fmlatx	WA Paid Family & Medical Leave	1,130.37
h457	MASSMUTUAL 457	588.30
l&i	L&I - SELF INSURED	490.48
udmp	UNION DUES - 1619 MP	255.84
dshs	DSHS CHILD SUPPORT	102.00
aflpre	AFLAC PRE TAX	77.42
uw	UNITED WAY	65.00
hr125	HEALTH REIMBURSEMENT	-85.00
pers2	PERS 2 RETIREMENT	12,940.14
medpre	HEALTH INSURANCE PRE TAX	12,072.10
401a	401A DEFERRED COMPENSATION	3,717.58
udteam	UNION DUES - TEAMSTERS	2,028.00
wacare	WA Long-Term Care	1,128.08
c13gar	CHAPTER 13 GARNISHMENT	538.00
pers3	PERS 3 RETIREMENT	381.95
genpre	SUN LIFE PRE TAX	113.44
udtint	TEAMSTERS INIT FEE or ADJ	100.00
aflaft	AFLAC POST TAX	74.54
garnfe	GARNISHMENT FEE	1.00
	Totals:	**70,515.96**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	94,100.00
socsec	SOCIAL SECURITY	12,507.89
401a	401A DEFERRED COMPENSATION	3,871.04
pers3	PERS 3 RETIREMENT	728.01
fmlatx	WA Paid Family & Medical Leave	452.16
genpre	SUN LIFE PRE TAX	86.00
pers2	PERS 2 RETIREMENT	19,389.80
l&i	L&I - SELF INSURED	8,903.26
medtx	MEDICARE TAX	2,925.28
vebahr	HRA VEBA	475.00
unemp	UNEMPLOYMENT	422.32
perscu	PERS RETIREMENT CATCH UP	0.02
	Totals:	**143,860.78**

Fund Worked : - Totals -
Emps : 70

Grand Total Gross Earnings:	213,839.52	6,625.66
Grand Total Deductions:	70,515.96	
Grand Total Net:	143,323.56	

FEB 20 2024

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of February 12 – 16, 2024

EXECUTIVE SESSION- January 12, 2024 at 8:15 a.m.

The Board convened in open session at 8:15 a.m. to discuss the opioid litigation. Present were Commissioners French and Johnson, Chief Civil Prosecuting Attorney Boughton, Deputy Administrator/Risk Reyes, Administrator Mielke, Chief Financial Officer Lane, Health and Human Services Department LoPiccolo and Jenny Oppelt. Commissioner Ozias was excused.

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 40 minutes, CMFs, mc

The Board recessed into executive session at 8:17 a.m.

The Board convened in open session at 8:55 a.m.
ACTION TAKEN: CRJm to follow the recommendation of county counsel Keller Rohrback to authorize them to vote on behalf of Clallam County to approve the Endo bankruptcy plan, CMFs, mc

Meeting concluded at 8:56 a.m.

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, February 12, 2024. Present were Commissioners Johnson French, and Administrator Mielke. Commissioner Ozias was excused.

Items of discussion per the agenda published February 8 were:

- Calendar/Correspondence
- Letter of support for Port Angeles Mobility Planning Application
- Resolution establishing a new change till in the Fair Office
- Resolution closing the Fair Office petty cash fund
- Agreement amendment 1 with Peninsula Housing Authority for American Rescue Plan Act Funds ARPA
- Discussion and next steps on a Resolution establishing a Revenue Advisory Committee
- Request to hire jail nurses directly as County employees
- Agreement with Jefferson County Noxious Weed Control Board for weed control services
- Agreement amendment 16 with Department of Health for Nutrition Programs
- Resolution re-establishing and modifying revolving, petty cash, and change funds for Health and Human Services Department
- Agreement with Department of Social and Health Services for Developmental Disabilities
- Towne Road / Dungeness Levee project update
- Notice to call for bids to be received no later than Tuesday, March 5, 2024 at 10:30 a.m. for 2024 Crushing Contract
- Surface Transportation Block Grant STBG program update
- Dungeness Off-Channel Reservoir project update
- Request for qualifications to be received no later than Friday, March 29, 2024 by 3 p.m. for professional engineering services for the Olympic Discovery Trail ODT Calawah River bridge design and other work
- Resolution appointing Cara Pankey to the Clallam Bay / Sekiu Community Action Team
- Legislative session update
- Agreement with Olympic Peninsula Visitor Bureau for Hotel/Motel Tax Funds/$800,000
- Agreement with North Olympic Library System for the Poet Laureate project
- Agreement with Washington State Auditor's Office for data sharing

- Discussion on proposed budget revisions to be considered on February 27
- Discussion of proposed supplemental appropriations to be considered on February 27
- Discussion of proposed debatable emergencies to be considered on February 27

The Board recessed and 12:02 p.m. and reconvened at 12:32 p.m.

- Review the "How Did We Do" reports comparing each month's actual performance

Meeting concluded at 1:10 p.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair French called the meeting to order at 10 a.m., Tuesday, February 13, 2024. Also present were Commissioner Johnson and Administrator Mielke. Commissioner Ozias was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CRJm to adopt the agenda as presented, CMFs, mc

PUBLIC COMMENT

- John Worthington, Sequim, commented on item 2e

REPORTS AND PRESENTATIONS

- CRJ commented on Clallam Economic Development Council
- CMF commented on Olympic Community Action Program, KONP and KSQM Radio Shows, Trails Advisory Committee, Crescent School District, west end tour

CONSENT AGENDA

1a Approval of vouchers for the week of February 5
1b Approval of minutes for the week of February 5
1c Resolution appointing Pamela Hicks to the Clallam Bay / Sekiu Community Action Team
ACTION TAKEN: CRJm to adopt the consent agenda as presented, CMFs, mc

CONTRACTS AND AGREEMENTS

2a Agreement with Washington Office of the Secretary of State Elections Division for VoteWA Data Sharing
ACTION TAKEN: CRJm to approve, CMFs, mc

2b Contract with Axon Enterprises for software program Justice Premier
ACTION TAKEN: CRJm to approve, CMFs, mc

2c Agreement Amendment 1 with Department of Ecology for restoration of Olympia oyster populations
ACTION TAKEN: CRJm to approve, CMFs, mc

2d Agreement with Port Angeles Waterfront Center for Hotel/Motel Tax Funds/$300,000
ACTION TAKEN: CRJm to approve, CMFs, mc

2e Agreement with Clallam Economic Development Council
ACTION TAKEN: CRJm to approve, CMFs, mc

DRAFT

BIDS AND AWARDS

3a Proposal opening – Architecture/ Courthouse Security Pedestrian Bridge / Engineering Consulting Services

CONTRACTOR
Telgian
Hunt Engineering
Performance Validation

ACTION TAKEN: CRJm to forward the proposals to the Parks, Fair, and Facilities Department review and recommendation to the Board of Commissioners, CMFs, mc

ADMINISTRATION

4a Purchase order with Motorola Solutions for 5 APX 6500 Mobile Radios

ACTION TAKEN: CRJm to approve, CMFs, mc

PUBLIC WORKS

5a Landowner Acknowledgment Form in support of a design only grant application for a County Road culvert replacement Hoko-Ozette

ACTION TAKEN: CRJm to approve, CMFs, mc

BUDGET

6a Notice that the following budget revisions will be adopted by Resolution on February 27:
NonDept – American Rescue Plan Act – Reallocation of ARPA funding for the Board of County Commissioners small conference room project; 2023 invoices not received until 2024/$1,488
Sheriff – Jail Medical – Due to the termination of contract notice from our Nursing Services provider, Wellpath, the planned months of contract costs that will be unused are being moved from the professional services line onto the salary and benefit lines so the County can hire nurses directly/$478,330

ACTION TAKEN: CRJm to issue notice, CMFs, mc

6b Notice that the following supplemental appropriations will be adopted by Resolution on February 27:
Sheriff – Operations –

- Our agency is a member of the Washington State Internet Crimes Against Children (ICAC) Task Force, and Seattle Police Department as the lead agency of this Task Force has awarded reimbursable training funding to our detectives. This funding will support 2 participants' registration for training in Magnet Axiom's Digital Forensic Software/$13,000
- In an effort to support local implementation of a Body Worn Camera (BWC) program that will benefit our shared community and resources, Port Angeles Police Department requested and received State Byrne Jag Grant funding for this purpose. While PAPD applied for, received, and will administer this grant funding, a Letter of Understanding between the Sheriff's Office and PAPD allows for Sheriff's Office expenditures for the program to be reimbursed through the PAPD grant/$13,700

ACTION TAKEN: CRJm to issue notice, CMFs, mc

6c Resolution calling for a hearing to be held February 27 at 10:30 a.m. for the following debatable emergencies:
Parks & Facilities – REET 2 – The commencement of work related to the Clallam Bay Sekiu Sewer's Lighthouse Lift/Pump Station project was not completed as budgeted for in 2023 due to timing and unexpected delays resulting in unused funding to be carried forward to 2024 to fund completion of remaining work (1 of 3)/$155,452
Parks & Facilities – REET - The commencement of work related to the Clallam Bay Sekiu Sewer's Lighthouse Lift/Pump Station project was not completed as budgeted for in 2023 due to timing and unexpected delays resulting in unused funding to be carried forward to 2024 to fund completion of remaining work (2 of 3)/$149,548

Public Works – Clallam Bay-Sekiu Sewer - The commencement of work related to the Clallam Bay Sekiu Sewer's Lighthouse Lift/Pump Station project was not completed as budgeted for in 2023 due to timing and unexpected delays resulting in unused funding to be carried forward to 2024 to fund completion of remaining work (3 of 3)/$305,000

Parks & Facilities – Capital Projects – The EOC Relocation project did not progress as far as planned in the 2023 Capital Projects Fund resulting in unused funding to be carried forward to the 2024 Budget for the Joint Public Safety Facility Fund (1 of 2)/$32,274

Joint Public Safety Facility Fund - The EOC Relocation project did not progress as far as planned in the 2023 Capital Projects Fund resulting in unused funding to be carried forward to the 2024 Budget for the Joint Public Safety Facility Fund (2 of 2)/$32,274

ACTION TAKEN: CRJm to issue notice, CMFs, mc

HEARING(S)

H1 An Ordinance adding a Chapter 21.06 to the Clallam County Code titled Recreational Park Trailer Placement

- Donella Clark, Department of Community Development, provided a staff report

ACTION TAKEN: CRJm to open the public hearing, CMFs, mc

- The following sent in written testimony: Marguerite Glover – Sequim Association of Realtors, Janet Walker, Scott Gordon, Johnna Roark, Don Tucker (see attached)
- The following provided testimony:
  - Rebecca Larson, Sequim
  - Sam Wilton, Sequim
  - Chris Grubb, Sequim
  - Brittney Farrow, Port Angeles
  - Don Tucker, Sequim
  - Karen Hubert, Sequim

ACTION TAKEN: CRJm to close the public hearing, CMFs, mc

The Board held discussion regarding Ordinance adding a Chapter 21.06 to the Clallam County Code titled Recreational Park Trailer Placement. The Board requested Department of Community Development to bring back to the Board the week of February 26. No action was taken.

H2 An Ordinance amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule – Fairground Division Service 215-A

- Shari Ioffrida, Parks, Fair, and Facilities, provided a staff report
- Megan Bekkevar, Fair Advisory Board Member, provided details on the requested changes

ACTION TAKEN: CRJm to open the public hearing, CMFs, mc

- The following provided testimony:
  - Cindy Kelly, Port Angeles, Fair Advisory Board Member

ACTION TAKEN: CRJm to close the public hearing and adopt, CMFs, mc

PUBLIC COMMENT

- Jeff Tozzer, Sequim, commented on Towne Road
- Ed Bowen, Clallam Bay, commented on item H1 and Revenue Advisory Committee
- John Worthington, Sequim, commented on representation, Clallam Economic Development Council
- Virginia Shogren, Sequim, commented on elections, Clear Ballot
- Kathleen Keehn, Sequim, commented on elections (see attached)
- Denise Lapio, Sequim, commented on a federal relief fund, Towne Road
- Pepai Whipple, Sequim, commented on Towne Road, elections, ballot box camera
- Bri Eberle, Sequim, commented on Towne Road

Meeting concluded at 11:xx a.m. and continued to 9 a.m., Tuesday, February 20, 2024.

DRAFT

The Board of Commissioners attended WSAC Virtual Update, Coffee with Colleen, KONP Radio Show and KSQM Radio Show during the week of February 5.

PASSED AND ADOPTED this 20th day of February 2024.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

KEY TO ABBREVIATIONS:

ATM	Administrator Todd Mielke	m	moved
CMO	Commissioner Mark Ozias	mc	motion carried
CRJ	Commissioner Randy Johnson	s	seconded
CMF	Commissioner Mike French		

DRAFT

BOCC Mail Correspondences Received from other Jurisdictions

Floodplains by Design

January 29, 2024

223 E 4th Street
Suite 4
Port Angeles, WA 98362

RE: Proposed Dungeness/Towne Rd Levee Road Project - Paving of Levee Located Within New Floodplain Restoration Project

Dear Clallam County Board of Commissioners,

I respectfully submit this letter on behalf of the Bonneville Environmental Foundation, who serves as the non-governmental organization partner in the Floodplains by Design program. In this role, we work to support broad efforts to increase resilience to floods while also supporting salmon recovery, agricultural resilience, recreation, and smart growth. We do not speak on behalf of any state agency, but rather work to respond to and support communities such as yours who are implementing large-scale integrated floodplain management projects. In this capacity I write to bring information to your attention and offer our support to you and community partners in determining the most effective next steps regarding the Lower Dungeness Floodplain Restoration Project.

I would also like to share concerns regarding the proximity of the proposed paving to a newly completed floodplain restoration project, and the road location on a levee. This levee setback project received approximately $10 million in grant funding from the Department of Ecology alone, reflecting the strong vision of the County and partners. Now more than ever, communities need the right infrastructure, designed in the right way, and set in the right place. While it can be tempting to move projects ahead with expedience, we have learned that process matters, and can lead to lasting positive solutions that are broadly supported by communities. I offer the following notes for your consideration:

> **Road Infrastructure:** Studies show that road infrastructure plays a significant role in climate change impacts, loss of natural habitat, loss of habitat connectivity and impacts to people and wildlife. Because of limited knowledge years ago, road infrastructure was often placed in floodplains, along shorelines and rivers without an understanding of the negative environmental ramifications and risks to safety and infrastructure. We consider these to be legacy impacts. New environmental knowledge, climate change impacts and updated science should play a role in informing where roads are best located, rather than replacing what went before.
>
> Flooding is the costliest natural disaster in the state of Washington and across the country. Removing infrastructure from harm's way and not placing it there moving forward is a sensible and proactive means of reducing flood risk and protecting communities for the long term.

While context matters, placing road infrastructure on top of levees can lead to hazardous conditions. The pressure, vibrations, and tread marks from vehicles can cause additional stress on an already saturated levee located within a wetland and can lead to necessary closure of level roads during flooding.

6 PPD-Q: In November 2023, EPA granted a petition from three Tribes in recognition of contaminants in tires containing 6 PPD-Q which kills coho salmon and harms aquatic ecosystems. As we look to scenarios of more frequent and severe flooding events consideration of road construction and placement becomes even more important.

Recreation: We understand from local reports that the levee receives significant use by walkers, runners, bikers, birders, and other outdoor visitors. This use occurs despite the County's signs prohibiting pedestrian access. People are thirsty for opportunities to passively recreate outdoors. The nearby (5 miles away Olympic Discovery Trail at the Dungeness River Nature Center, for example, received 333,915 pedestrian visits (915 per day on average in 2023). The Dungeness River levee, bordering a major riverine restoration project, creates an ideal opportunity for outdoor recreation and education. Before the County paves the levee and forever diminishes the recreational experience, we recommend that the County gage public use by removing the "no pedestrian access" signs, provide rudimentary facilities (porta potties and dog stations), and install and monitor pedestrian counters for a period of at least one year.

Risks from storm events and king tides: The volume of water in major flood events is expected to increase by 20-70% this century. By 2050, high tide flooding on a national scale is expected to be between about 45 - 70 days/year on average. Studies from UW's Washington Sea Grant program that have emerged as recently as December 2023 indicate that risks from king tides hold potential that is far greater than previously thought to damage or destroy homes, farms and infrastructure across Puget Sound. Infrastructure placed within such areas can become hazards themselves, as they can present a false sense of security, burden public works during times of emergency, or dislodge and become a risk to life and property.

Cost increases: The Floodplains by Design team has been tracking construction cost increases that have occurred since 2019 in response to input from regional grantees that budgets were falling short at alarming rates. The region has seen price increases for materials including steel, lumber, cement, and asphalt anywhere from 50-400% between 2019-2022. Budget shortfalls are becoming the norm and can be disruptive to communities managing multiple urgent priorities.

The County may also want to consider additional costs it may incur from updated hydraulic modeling and Quality Assurance Project Plans (QAPPs) that could be required prior to construction because the water is now at the toe of the levee, which was not anticipated during earlier modeling.

Our team recognizes and is humbled by the challenges that communities like yours face and we would be pleased to meet with you to discuss ways that we or other local groups could support collaborative planning to identify pragmatic and feasible approaches to increasing safety for local residents and public works personnel while also honoring the significant

investments that have been made to restore the places and habitats needed by salmon in places that people love and treasure.

We have relationships with local and regional scientists and planning professionals who could provide information and would be able to support conversations to yield durable outcomes for the public, nature, and future generations of Clallam County residents.

As a next step we would be keen to meet on site together with you. BEF could also coordinate with agency experts who provide technical assistance, including members of Ecology's Water Quality and Flood Units. Please feel free to reach out to me at kguillozet@b-e-f.org or by phone at 971-678-2605.

Sincerely,

Kathleen Guillozet, PhD
Senior Director for Watersheds

Cc; Mr. Bruce Emery, Director of Community Development

Gores, Loni

From: Kari Martinez-Bailey <Kmbailey@cityofpa.us>
Sent: Tuesday, February 6, 2024 10:02 AM
To: Gores, Loni
Cc: Weed, Rachel
Subject: FW: Power Plant Timber Sale Letter
Attachments: Power Plant Timber Sale Letter 02062024.pdf; Power Plant Timber Sale Letter 02062024.pdf

Good morning Loni,

Please see the message below from Mayor Kate Dexter. In addition, I have included the file as its own attachment.

Manager West will speak to this during his update to Council this evening.

Kari

Kari Martinez-Bailey, CMC
City Clerk
City of Port Angeles
360.417.4634 | TTY 360-417-4645 www.cityofpa.us
Connect with the City of Port Angeles on Facebook!

From: Kate Dexter <Kdexter@cityofpa.us>
Sent: Tuesday, February 6, 2024 9:48 AM
To: Kari Martinez-Bailey <Kmbailey@cityofpa.us>
Subject: Fwd: Power Plant Timber Sale Letter

Get Outlook for iOS

From: Kate Dexter
Sent: Tuesday, February 6, 2024 9:25:22 AM
To: Mike.French@ClallamCountyWA.gov <Mike.French@clallamcountywa.gov>; Johnson, Randy <randy.johnson@clallamcountywa.gov>; Mark.Ozias@ClallamCountyWA.gov <mark.ozias@clallamcountywa.gov>
Subject: Power Plant Timber Sale Letter

Good Morning Commissioners,
Please see the attached letter from Nathan and me, on behalf of Council, in response to your letter of January 16, 2024, regarding the most recent DNR action involving Power Plant. Nathan and I are available for any questions. Thank you.

Kate

Kate Dexter, Mayor
City of Port Angeles
321 E 5th ST
Port Angeles, WA 98362
360-417-4500

NOTICE: This email and any attachments may be subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56

PORT ANGELES
WASHINGTON, U.S.

321 East Fifth Street
Port Angeles, WA 98362

February 6, 2024

Office of the Clallam County Commissioners
Mike French, Chair
Mark Ozias, Commissioner
Randy Johnson, Commissioner
223 East 4th Street, Suite 4
Port Angeles, WA 98362

Re: Power Plant Timber Sale

We are writing with regard to the Board of County Commissioner's letter dated January 16, 2024 in response to the Department of Natural Resources (DNR) proposal to permanently protect 69 acres along the Elwha River. We want to reiterate the extensive community support we have received for cancelling the Power Plant timber sale and for permanently preserving the forests that were part of that sale. As you are aware, the City sent DNR multiple letters on this topic and we have received numerous amounts of public comments to this effect.

In addition, the entire parcel that was part of the "Power Plant" timber sale, along with other proposed timber sales within the Elwha River Watershed, are in the City's Trust Land Transfer application. With the submitted application the City included a letter of support from Representative Chapman, who echoed the City's concerns for our underserved rural community. The City continues to convey the importance of safeguarding our water supply as the Elwha River is the water source which serves our entire community and over 25% of the county-wide drinking water. Your request to log in this area is contrary to our efforts to work collaboratively to design timber harvests that do not threaten the water supply to City residents and businesses. An adequate water supply is a matter of unsurpassed importance to both County and City residents who would both be adversely affected by negative impacts from a timber sale.

We are glad to see the County propose acreage for DNR's natural climate solutions program. We also fully support the DNR's proposal to permanently protect 69 acres along the Elwha River using natural climate solutions funds and ask that you work with the DNR to secure these protections.

The City respectfully requests that you concur with Commissioner Franz's proposal for the Power Plant sale which will be a major step in protecting the Elwha watershed.

Sincerely,

Kate Dexter
Mayor

Nathan A. West
City Manager

Bcc: City Council

BOARD OF CLALLAM COUNTY COMMISSIONERS PUBLIC HEARING

H1 An Ordinance adding a Chapter 21.06 to the Clallam County Code titled Recreational Park Trailer Placement

I declare under penalty of perjury under the laws of the State of Washington that any testimony that I give is true and accurate. Please print name and address clearly.

№	PRINTED NAME	SIGNATURE	ADDRESS
1	Rebecca Larson		1922 Agnew Rd
2	Sam Witton		25 Old Coast Ln
3	Chris Grubb		90 Geolaine Way
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Signed on February 13, 2024 in Port Angeles, Washington

Public Hearing H1

Recreational Park Trailer Placement

February 13, 2024

Written Public Testimony

Gores, Loni

From: Marguerite Glover <marg@sequim.com>
Sent: Saturday, February 3, 2024 1:49 PM
To: Gores, Loni
Subject: Recreational Park Trailer Placement Ordinance

You don't often get email from marg@sequim.com. Learn why this is important

Dear Clallam County Commissioners and Bruce Emery and Loni Gores,

The Sequim Association of REALTORS® is happy that you are considering an ordinance to allow the legal placement of Park Models (also identified as Recreational Park Trailers or Tiny Homes, per the Definition in the Ordinance).
We see, daily, as do you, park models here and there, throughout the county. We also see a real problem with younger people being able to get into a home. We do not have enough high paying jobs here, to allow young working people to afford their own home, or even, in most cases, to come up with the first, last, and deposit required for a rental, let alone paying the high monthly rents that we see in Clallam County. We would also, eventually, like to see an ordinance allowing people to live in an RV properly place on a private lot.
Certainly, living in a Park Model or even an RV is safer than living in a tent or a car.

The following comments are mine. They have not been run by the Government Affairs Committee of the Sequim Association of REALTORS®. I'm sure that you will receive other comments from brokers in our association and the Port Angeles Association of REALTORS®, and from affiliates of the two associations.

Proper electricity, water, and sewage are necessary. It is going to be a problem, out in the county, siting a park model where most of the septic systems are sized for the number of bedrooms in the existing home. For example, a 3 bedroom septic system for a 3 bedroom home.
Adding a park model would necessitate putting in a new on-site sewage system (septic system). These are very expensive—normally ranging from $25,000 to $36,000. There are many 2 and 3 bedroom homes that also have an office or a den or a library. That does not change the number of bedrooms for which the septic system is designed. Sometimes, 1 person or 2 people or 5 people or 6 people live in these homes. It varies all over the county. The key to keeping the septic system operating correctly is inspecting it (once you have taken the classes and know what you are doing), or having it inspected by a certified septic inspector, and doing all the other things necessary to keep the tank and drainfield operating the way they are supposed to. Not flushing diapers down the toilet, not planting trees or shrubs with large/long water-seeking roots near the drainfield, not driving heavy equipment over the tanks or drainfield, etc.
Would the county allow someone to remove a closet from a bedroom, and turn their house into one less bedroom, to accommodate the park model? The Assessor's office and Environmental Health Department could re-classify the main home as now being a 2 BR, instead of a 3 BR, or a 1 BR, instead of a 2 BR, and so on. There could be a notation on the County's permit page for that property. If you have your adult child couch-surfing because they can't afford their own place, you have an extra person in your house, using the bathroom, showering, washing clothes and dishes, etc. What is the difference to your septic system, if you put them in a park model on your property? ALL inhabitants of the property need to understand how a septic system will continue to work properly, and what can destroy that system.

The above situation will also be a problem for Section 06.030 (2), existing recreational park trailers needing to get a placement permit. What are these people going to do? Where are they going to live? The County will have to hire extra enforcement personnel. What are the fees/fines for non-compliance?

How much will the application for the site placement cost? Will you have both Building and Environmental Health Department personnel going out to the site?

In Section 06.030 (10), you mention that there will be nothing structurally connected to the recreational park trailer. This is an L & I requirement. But, it goes on to add "or adjacent to the park model." Freestanding decks are normally adjacent to the park model or other L & I factory assembled structure (like a manufactured home). They and carports and covered patios can be adjacent. Are you limiting the accessory improvements to only skirting and detached decks? L & I also allows non-structural "flashing." I'm sure you have talked to our factory assembled structure L & I inspector for the Olympic Peninsula.

In Section 06.030 (11)(b), there will be park models that exceed the 400 SF, especially since decks, patios and driveways are included in that square footage. Will the applicant have to have an engineer design the stormwater runoff management plan, or can the homeowner do it? I would like to see these site placement plans be reasonable, work, and not be overly expensive.

Thank you for allowing me to comment on the proposed Recreational Park Trailer Placement Ordinance. I look forward to the County Commissioners' hearing on this ordinance, on February 13th.

Sincerely,

Marguerite A Glover
marg@sequim.com
360-461-3365
103 Pond Lane Sequim WA 98382

Gores, Loni

From: Janet Walker <napajan@hotmail.com>
Sent: Monday, February 5, 2024 10:37 AM
To: Gores, Loni; Emery, Bruce
Cc: Clark, Donella
Subject: Proposed ordinance 21.06 Recreational Park Trailer Placement
Attachments: County Code Park Model comments.docx

Some people who received this message don't often get email from napajan@hotmail.com. Learn why this is important

Through an article in Peninsula Daily News I read about the proposed ordinance on Recreational Park Trailer Placement. I appreciate this is being addressed and that County staff has recognized the issues of maintaining Public Health standards, safety of electrical components, and protecting property values as indicated by Director Bruce Emery in the PDN article. Mr. Emery also talked about the progress and efforts of Code Compliance staff. My experience with Annie in Code Compliance has been very positive and I appreciate her attitude, approach, and efforts in a difficult staff position.

I am attaching comments on the proposed ordinance, and respectfully request they be included in the project file and agenda item. Thank you for your time.

Kind Regards,
Janet Walker

Comments on proposed ordinance, Clallam County Code 21.06

Twice the proposed ordinance says "designed for/to provide temporary living quarters for recreational, camping, or seasonal use complying with ANSI A119.5 Standards" first in 21.06.020 'Definition' and secondly in 21.06.03(4) 'Requirements'. This implies that Park models are for temporary use only. Is this the intent of the ordinance? If not, I suggest including verbiage to clarify that despite being designed for temporary use the ordinance permits a Park Model to be resided in fulltime. I would suggest language be included in 21.06.010 "Purpose"

The proposed ordinance appears to refer to a Recreational Park Trailer ("Park Model") as an Accessory Dwelling unit in 21.06.030(5) by stating in part "disqualifying the property for an accessory dwelling unit while the park model is present" and "a property containing an accessory dwelling unit is not eligible for the placement of a park model."

This seems to imply that the intention is that Park Models can be placed only as an Accessary Dwelling Unit, as "Accessary" means a residential structure (house) must already be present on the property. This appears to be confirmed in 21.06.030(3) which states "Only one Recreational Park Trailer may be placed on a legal lot zoned for residential purposes with an existing residential structure." Or, is a Recreational Park Trailer allowed to be placed on a parcel with no structure? It isn't clear in the ordinance as written. I suggest the ordinance include verbiage to clarify intent. If allowed in lieu of any house structure, doesn't this devalue the neighborhood as appraised value of any parcel is based on all residences in a defined area?

The proposal ordinance indicates that only one Park Model per parcel is allowed. 21.06.030(3) states "Only one Recreational Park Trailer may be placed on a legal lot zoned for residential purposes with an existing residential structure" This is consistent with County Code Chapter 29.35, which addresses RV parks, defining one as a parcel with more than one mobile unit on it. When a parcel has a Recreational Park Trailer on it, is an additional regular RV or camping trailer (non - Recreational Park Trailer) allowed? If a second camping trailer is allowed can the occupant of the Park Model utilize the 'extra' trailer as additional living space on a regular, daily basis? Can one, single, resident occupy both trailers on a daily, permanent basis? If not, what are the penalties for doing so? Could this be addressed within the proposed ordinance so there is no confusion?

The proposed ordinance refers to ANSI standards. Who inspects and enforces this? What happens if the insignia isn't present? What about construction and/or remodeling? Labor and Industries generally does not inspect nor approve units used as a dwelling. However, it does inspect and approve Park Models intended for temporary occupancy. This seems to be a grey area if a Park Model is occupied full time. If the intent of this proposed ordinance is to allow full time occupancy, in the interest of safety for the occupants as well as adjoining neighbors, any construction, remodeling, plumbing, and electrical work should require a permit and be inspected. Would the County be responsible for issuing the permits and inspections? I suggest this be specified in the ordnance in conjunction with the requirement for an L&I Recreational Park Trailer insignia, so there is no question that any building or remodeling has been inspected to conform to current Building Codes.

In 21.06.030(2), the proposed ordinance states that Park Models that are currently occupied may continue to be occupied for up to 18 months while the resident comes in to compliance. What are the consequences of not complying? Are time extensions granted? Are there any penalties? Perhaps the ordinance could address these issues.

In regards to having a source of potable water: what are the acceptable sources? Well or PUD? Can a resident haul in water? Must water hauled in be placed in a storage tank to comply with the "appropriate connection to potable water" referred to in 21.06.010 ?

In regards to sewage disposal: what are the 'approved means'? Are any alternatives to sewer or septic tank allowed? I suggest additional verbiage that sewage is subject to approval of Environmental Health.

Additionally, especially if a Park Model is allowed without any other structure on a property, the neighboring areas may be devalued. Unfortunately this is contrary to Director Emery's stated purpose of preventing devaluation of surrounding parcels. Will the resulting declining property values be addressed and taxes reduced in the surrounding areas?

As to property taxes on Recreational Park Trailers: If these are inhabited full time, shouldn't they be taxed as homes, not mobile units? (RCW 84.36.595) states that mobile units used as a residence are classified as real property for property tax purposes. A Park Trailer is considered real property when it has "... substantially lost its identity as a mobile unit by virtue of its being permanently sited in location ... with connections with sewer, water, or other utilities for the operation of installed fixtures and appliances." Does the County intend to tax these occupied Park Trailers as real property, an occupied home, even if the wheels might remain attached? The residents of these units would be receiving the same services as other homeowners - such as hospitals, fires, schools. If they aren't supporting these services with their property taxes it is unequitable to other property owners. I suggest that the County include verbiage in the proposed ordinance to reflect that the County is aligned with the state's position on taxation of a Recreational Park Trailer used as a residence. If not taxed as a residence, what impact will this have on the County budget?

Does the County have sufficient resources to implement this ordinance?

I respectfully request that these comments be included in the proposed ordinance's file, as well as the agenda item.

Janet Walker
576 Sutter Road
Port Angeles

Gores, Loni

From: Scott Gordon <scottinsequim@olypen.com>
Sent: Tuesday, February 6, 2024 9:25 AM
To: Gores, Loni
Subject: Recreation Park Ordinance comment Scott Gordon

[You don't often get email from scottinsequim@olypen.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello Loni,

I wanted to add the following comments on the recreational Park Ordinance.

Section 5, disquallifying for additional accessory dwelling unit or second Park model, I thought this should be based on zoneing and density, instead this discourages options and reduces density. Additional dwelling, even temporary is what we need more of.

Section 7 - Flood plains - should define the level of flood plain, ie 1/100 or 1/10, somewhere inbetween ?

Thank you & have a great day.

Scott Gordon, Sequim Realtor since 1995

--

Scott Gordon Managing Broker John L Scott - Sequim
360-460-5636 Cellular, 360-683-4131 Office ScottinSequim@olypen.com - Phone,
https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fjlsapp.com%2Fscottg&data=05%7C02%7Cloni.gores%40clallamcountywa.gov%7C0adcdc05a4d347b79a6e08dc27388d91%7Cc065de0bacb04822b9683e84b9d37980%7C0%7C0%7C638428371047102596%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=z0%2BdQQj%2FPB4cgCt0XP7FGN8TGeqyp5bWF3CAcQH%2FWkg%3D&reserved=0 mobile app,
https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.scottg.johnlscott.com%2F&data=05%7C02%7Cloni.gores%40clallamcountywa.gov%7C0adcdc05a4d347b79a6e08dc27388d91%7Cc065de0bacb04822b9683e84b9d37980%7C0%7C0%7C638428371047108946%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=H3wHeqFNFJFfUGWugCnUQc9r6HhB20Vi%2B2KuKrRhW0A%3D&reserved=0 web This Office is Independently Owned and Operated

Gores, Loni

From: Johnna Roark <countryfunx5@yahoo.com>
Sent: Tuesday, February 6, 2024 9:41 AM
To: Emery, Bruce
Cc: Johnson, Randy; Gores, Loni
Subject: Tiny Homes

You don't often get email from countryfunx5@yahoo.com. Learn why this is important

Dear Bruce and Commissioner Johnson,

I am specifically reaching out to you on the proposed ordinance because I have shared our story with you both regarding our tiny home . I am hoping you will share this with the others and help me understand and have a solution to be in future compliance . We do understand there should be regulations and agree with them needing pottable water and septic hook ups etc.
My 2 big concerns are ....

1. Zoning for these it they are treated like a adu and you need 1.5 acres than we and many many others will be out of compliance even tho we have done everything else that it looks like in your proposal (we already have a major housing crisis) This is a huge concern. We have had to pay to have our septic inspected to make sure our septic could handle our new single wide along with our tiny home . Before we even purchased this property back in early 2023 we tried to get all the information needed as this property was full of junk vehicles and Rvs being used as living quarters and already had a RV pad on it (so we utilized this RV pad) but because we seen this was a big grey area and honestly everytime we went to the court house we got different answers (I tried to diligently do all my homework and cover my bases, we called the local tiny home dealers etc) than to the point that I reached out to you Bruce as the director for more clarification to try and make sure we would be ok . We have really appreciated your kind professional conversations and your time ! We had saved your voicemail to us explaining that this was a big grey area and you listed a few things we should do to be in compliance when and if this comes down to new regulations we did just that and we should easily be able to get into compliance except by the zoning code . We even purchased our new single wide with one less bedroom to make sure our septic could handle the tiny homes bedroom. Even with the county knowing we had a total of 3 bedrooms we still had to pay again for the septic to be inspected and tested that it could handle 3 bedrooms when it is and known to be for 3 bedrooms. If we can't keep our tiny home we really lose as we could of purchased a bigger home but didn't trying to be in this future compliance .

2. Also Can you explain regarding what the L N I insignia piece means for temporary living ? Lots of people live in these full time and how will that be managed or what does that mean ? I have high lighted my areas of concern and looking for explanation so I can better understand. Please scroll down :)

*I also want to give a quick insight of our property before we purchased was a dump ! Flagged by code enforcement, humane society and probably others. We have worked so hard ,spent a lot of money cleaning up and following the county codes to beautify our property (to the point were in less than 6 months after purchase it has now raised our property taxes an additional $143,366 and that doesn't even include the single wide being added yet. We have had a dozen neighbors stop and thank us. We are not slum Lords or price gougers as land lords but have tried to help our community with affordable housing. I truly hope we can find a reasonable path to continue with our tiny home especially after jumping through so many hoops to get to were we are. One thought is I believe there is a legislative bill that could support and help my concern on zoning possibly ?

I look forward to hearing back and hoping we can come to a reasonable solution.

Thank you again for your time ..

Sincerely
Johnna Roark

Ordinance
An ordinance adding a Chapter 21.06 to the Clallam County Code titled
Recreational Park Trailer Placement
Section 06. Section .010, Purpose, is created to read as follows:
The purpose of this chapter is to provide an avenue for recreational park trailers to be legally
placed on property in unincorporated Clallam County. Through the issuance of a placement permit
the County can ensure proper installation, maintenance of setbacks, appropriate connection to
potable water and waste disposal, and location outside of any critical areas or shorelines and their
buffers.

Section 06. Section.020, Definition, is created to read as
"Park Model, Recreational Park Trailer, or Tiny Home on trailer-type unit
primarily designed to provide temporary living quarter for or seasonal use
complying with American National Standards Institute trailers as defined
by WAC 296-150P-0020. These units shall bear an insignia issued by
Washington Department of Labor & Industries.

Section 06. Section .030, Recreational Park
as follows:
(1) Placement of a Recreational Park Trailer (including k
with appropriate L&I insignia) within Clallam County requires
approval by the Clallam County Department of Community Development.
(2) A Recreational Park Trailer **may not** be occupied until a Placement Permit
and a final inspection performed and approved by the Clallam County Department
of Community Development. Existing Recreational Park Trailers placed prior to adoption
of this ordinance may continue to be occupied, but are required to obtain a
placement permit within 18 months of adoption of this title.
(3) Only one Recreational Park Trailer may be placed on a legal lot zoned for residential purposes,
unless located within a binding site plan established for the purpose of placing multiple park models.
(4) Recreational Park Trailers are designed for temporary, recreational, camping, or seasonal use
by identified by Labor & Industries A119.5 and shall bear the L&I Recreational Park Trailer insignia
through its lifetime.
(5) A Recreational Park Trailer placed on property with a single-family residence will disqualify
the property for an accessory dwelling unit while the park model is present. Likewise, a property
containing an accessory dwelling unit is not eligible for the placement of a park model.
(6) Placement of a Recreational Park Trailer shall comply with all use and dimensional

requirements of the County Code, including setbacks established in the Zoning Code, requirements of
the Shoreline Master Program, Critical Areas Code, drainage requirements, and environmental health
regulations.
(7) Improvements to a site for the placement of a Recreational Park Trailer shall not disturb the
native vegetation within a critical area, shoreline, or their associated buffers without compliance with
Shoreline and Critical Area regulations. Recreational Park Trailers shall not be placed in a designated
floodplain.
(8) Recreational Park Trailer shall be secured with a system that meets the requirements per the
manufacturer's installation instructions or, by engineered design, and shall be installed to prevent
overturning and roof uplift.
(9) Placement of Recreational Park Trailers shall require service connection to an approved means
of sewage disposal, potable water supply, and electrical service.
(10) Recreational Park Trailer may have skirting and detached decks, but shall have nothing
structurally connected or adjacent to the park model. Such accessory improvements shall be included
and reviewed during the placement permit process.
(11) An application shall be submitted to DCD Building Division on the appropriate forms and
shall include the following:
(a) Site Plan showing the location of the park model, other structures, distances from property lines, distances from critical areas and/or shorelines.
(b) Means of managing stormwater runoff if the area of the park model and other impervious
surfaces (e.g. decks, patios, driveways) of the site exceed 400 square feet.
(c) Source of approved water connection.
(d) Approved sewage disposal (ie. Sewer system, approved septic system)
(e) Accessory improvements, such as decks, skirting, parking, access, etc.
(f) Means of securing the unit to prevent overturning or roof uplift.
Section 06. Section .040, Effective date, is as follows:
This chapter shall take effect (i.e., the effective date shall be) the date of adoption of the ordinance codified in this chapter.

ADOPTED this date in 2024
Here would be the Signature and Date Plates for the Clallam County Commissioners.

PUBLIC HEARING
Proposed Ordinance titled "Recreational Park Trailer Placement"
NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners will conduct a public hearing on Tuesday, February 13, 2024 at 10:30 a.m., or as soon thereafter as possible

in the Commissioners' Meeting Room of the Clallam County Courthouse,223 Easf..4h Street Room 160, Port Angeles, Washington. The hearing may also be attended by Zoom by going to https://zoom.us/join or by calling 253-2L5-8782 and then enter Meeting ID: 875 56L 7844 Passcode: 12345.
The purpose of the public hearing is to receive public testimony on proposed changes to the Clallam County Zoning code, amending and adding definitions to accompany a new section that would provide standards for the placement and use of Recreational Vehicles, Park Models, and the use of property for Camping.

SUMMARY OF PROPOSAL: Clallam County is proposing an Ordinance requiring issuance of a placement permit for Recreational Park Trailers (ie. Park Models) through the Building Division. The program would operate similarly to Mobile home placements, requiring setup to the manufacturers details and ensure compliance with potable water, sewage disposal, Zoning setbacks and compliance with Critical Area regulations.
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 in person 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.
DOCUMENTS AND INFORMATION: Copy of the Ordinance is available for review at the Clallam County Department of Community Development located in the Clallam County Courthouse at223 E. 4th StreeÇ Port Angeles, WA or https://www.clallamcountywa.gov/178/Community[1]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 Commissione/s office (Phone: 36O-4L7-2233; 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: February 3 and 10
Bill: Dept. of CommuniÇ Development Loni Gores, Clerk of the Board
LETTER OF TRANSMITTAL
Clallam County Board of Commissioners
From: Department of Gommunity
Subject: Transmittal to BOCC: Findings and Conclusions regarding Recreational Park Trailer Placement Ordinance CCC 21.06

Dear Commissioners:
The Clallam County Planning Commission has completed its revíew and public hearing process regarding an addition to the Building and Construction Title 21, which will address requirements for placement of Recreational Park Trailers in unincorporated Clallam County. The Planning Commission completed its review and approved its final recommendations to forward to the BOCC at its meeting on December 6,2023. I am transmitting herewith the findings and recommendations of the Commission on this proposed Ordinance:

FINDINGS OF FACT:
1 . The Planning Commission has explored ideas for ordinances regarding Recreational Vehicles and Park Trailers for several years.
2. An ordinance titled "Recreational Vehicles, Park Models, and Camping' failed to be passed by the Board of County Commissioners in 2021.
3. On May 3, 2023 staff presented the Planning Commission with a proposed draft ordinance regarding the placement of Recreational Park Trailers.
4. DCD issued a SEPA Threshold Determination of Non-significance on September 18,2023 with the comment period ending October 2, 2023.

5. Legal notice was published in the Peninsula Daily News, Sequim Gazette. and Forks Forum prior to the public hearing that was conducted on November 1,2023.
6. staff was directed to write a purpose statement and make some minor changes to the draft ordinance, including a provision for existing park models to come into compliance within l8 months of adoption of the code after the public hearing.
7. Staff presented a formatted draft ordinance to the Planning Commission on December 6, 2023.
8. following a discussion at the December 6th meeting, the Planning Commission voted 7-0 for the Draft Recreational Park Trailer Placement Ordinance to be forwarded to the BOCC for consideration with a few minor Corrections.
9. based on the above facts and findings, and the attached draft ordinance adding a Chapter 21.06 to the Clallam County Code titled Recreational Park Trailer Placement, the Planning Commission adopts and transmits the following conclusion to the Clallam County Board of Commissioners.

CONCLUSION: The Clallam County Planning Commission concludes that the proposed Ordinance shall be included in the construction code to:
1 . Purpose Statement - provide an avenue for recreational park trailers to be legally placed on property in unincorporated Clallam County.
2. Define "Park Model, Recreational Park Trailer, or Tiny Home on wheels"
3. Placement requirements and application requirements - placement permit issued by Clallam County Department of Community Development and may not be occupied until the permit is issued. Placement of only one on residential property and shall bear the insignia of labor and industries. Shall disqualify the property for an accessory dwelling unit and shall comply with all other codes and regulations such as Zoning, Critical Areas and Shorelines, and Health. Park trailer shall be secured and shall be serviced by approved sewage disposal, potable water, and electrical service.
4. Effective date shall be the adoption of the ordinance.
The Planning Commission recommends approval by the BOCC and as Chair of the Commission, has directed me as its duly authorized agent to transmit this recommendation to the BOCC.
Steve Gale, Chair
01/17/2024

Ordinance
An ordinance adding a Chapter 21.06 to the Clallam County Code titled Recreational Park Trailer Placement
Section 06. Section .010, Purpose, is created to read as follows:
The purpose of this chapter is to provide an avenue for recreational park trailers to be legally placed on property in unincorporated Clallam County. Through the issuance of a placement permit the County can ensure proper installation, maintenance of setbacks, appropriate connection to potable water and waste disposal, and location outside of any critical areas or shorelines and their buffers.

Section 06. Section.020, Definition, is created to read as
"Park Model, Recreational Park Trailer, or Tiny Home on trailer-type unit primarily designed to provide temporary living quarter for or seasonal use

complying with American National Standards Institute trailers as defined by WAC 296-150P-0020. These units shall bear an insignia issued by Washington Department of Labor & Industries.

Section 06. Section .030, Recreational Park as follows:

(1) Placement of a Recreational Park Trailer (including k with appropriate L&I insignia) within Clallam County requires approval by the Clallam County Department of Community Development.

(2) A Recreational Park Trailer **may not** be occupied until a Placement Permit and a final inspection performed and approved by the Clallam County Department of Community Development. Existing Recreational Park Trailers placed prior to adoption of this ordinance may continue to be occupied, but are required to obtain a placement permit within 18 months of adoption of this title.

(3) Only one Recreational Park Trailer may be placed on a legal lot zoned for residential purposes, unless located within a binding site plan established for the purpose of placing multiple park models.

(4) Recreational Park Trailers are designed for temporary, recreational, camping, or seasonal use by identified by Labor & Industries A119.5 and shall bear the L&I Recreational Park Trailer insignia through its lifetime.

(5) A Recreational Park Trailer placed on property with a single-family residence will disqualify the property for an accessory dwelling unit while the park model is present. Likewise, a property containing an accessory dwelling unit is not eligible for the placement of a park model.

(6) Placement of a Recreational Park Trailer shall comply with all use and dimensional requirements of the County Code, including setbacks established in the Zoning Code, requirements of the Shoreline Master Program, Critical Areas Code, drainage requirements, and environmental health regulations.

(7) Improvements to a site for the placement of a Recreational Park Trailer shall not disturb the native vegetation within a critical area, shoreline, or their associated buffers without compliance with Shoreline and Critical Area regulations. Recreational Park Trailers shall not be placed in a designated floodplain.

(8) Recreational Park Trailer shall be secured with a system that meets the requirements per the manufacturer's installation instructions or, by engineered design, and shall be installed to prevent overturning and roof uplift.

(9) Placement of Recreational Park Trailers shall require service connection to an approved means of sewage disposal, potable water supply, and electrical service.

(10) Recreational Park Trailer may have skirting and detached decks, but shall have nothing structurally connected or adjacent to the park model. Such accessory improvements shall be included and reviewed during the placement permit process.

(11) An application shall be submitted to DCD Building Division on the appropriate forms and shall include the following:

(a) Site Plan showing the location of the park model, other structures, distances from property lines, distances from critical areas and/or shorelines.

(b) Means of managing stormwater runoff if the area of the park model and other impervious surfaces (e.g. decks, patios, driveways) of the site exceed 400 square feet.

(c) Source of approved water connection.

(d) Approved sewage disposal (ie. Sewer system, approved septic system)

(e) Accessory improvements, such as decks, skirting, parking, access, etc.

(f) Means of securing the unit to prevent overturning or roof uplift.

Section 06. Section .040, Effective date, is as follows:

This chapter shall take effect (i.e., the effective date shall be) the date of adoption of the ordinance codified in this chapter.

ADOPTED this date in 2024
Here would be the Signature and Date Plates for the Clallam County Commissioners.

Johnna Roark

Gores, Loni

From: Don Tucker <dontucker@hvalley.net>
Sent: Tuesday, February 13, 2024 9:02 AM
To: Gores, Loni
Subject: Recreational Vehicle Park Model Statement for the record
Attachments: Commissioner hearing-Park Model Trailers.docx

Loni. Please see that my written statement goes on the record for this hearing. My statement is about 4 minutes long. If i mention that fact up front will the commissioners sometimes agree to hear my full statement? Don

By way of introduction my name is Don Tucker. There is probably no other private citizen who has pushed so hard for a park model ordinance in Clallam County than I.

My family and I have been placing scores of Park Model Trailers throughout Western Washington since 2018.

AND, I represent one of 3 Park Model Trailer dealers in Clallam County.

It bears mentioning that we have a lot of experience with low income housing. My family and I owe and operate in excess of 400 rental units in Clallam and Jefferson Counties alone.

First and foremost I am a proponent of 'affordable housing". I like you, want to help those less advantaged, enjoy the American dream of home ownership. I have been pressing for a Park Model Trailer ordinance for several years only to be at the finish line and have one departmental employee object and be forced to start all over again. So here we are today once again.

So I am 100% in favor of the permitting process for Park Model Homes.

Since our last failed attempt, Port Townsend and Port Angeles have created ordinances recognizing Park Model Trailers as full-time dwelling units.

I not only helped create or inspire those ordinances I also placed the first Park Model Home in each of those communities.

We've removing older unsafe housing in our existing communities and replacing them with Park Model Trailers used exclusively for SFR (single family residences).

So let's start by removing "Recreational" from this ordinance and replacing it with **PARK MODEL TRAILER PLACEMENT**.

10% of my sales are "recreational".
90% are being used as SFR's or as STR's (short term rentals).

It's demeaning to the majority of folks living in Park Model Trailers to have them referred to as "Recreational".

The term Recreational is non-inclusive, it's demeaning and discriminatory. Removing the term "Recreational" would likewise be consistent with most RCW's and WAC's that refer to them as Park Model Trailers.

Second, I totally disagree with the counties definition of a Park Model Trailer; Here is the definition the county is proposing to use in the ordinance;

"A trailer type unit primarily designed to provide temporary living quarters for recreational, camping or seasonal use"

Why are we here today???? we're here because people have chosen to use them SFR's. That's why we're seeking to have them permitted. To in effect have them gain legitimacy and provide a means for legally permitting them.

I propose we use inclusive language and amend the definition to read as follows;

A trailer type unit designed to provide semi-permanent or permanent housing as a single family dwelling and/or recreational unit.

This verbiage is likewise consistent with pre-existing RCW's and WAC's.

Third;

I agree that homes brought into this County should bear the L&I Insignia BUT ONLY if they're placed after the adoption of this ordinance and only if they're purchased in Washington State.*

Finally and most important:

Here's my biggest problem with this proposed ordinance. Interestingly this verbiage appeared only after I reviewed the draft provided me by the Planning Staff last fall.

Section 06. (2) has to be the most illegal, onerous and egregious part of this proposed ordinance.

You're proposing to ask the 900 existing Park Model Trailer owners in our county to now subject themselves (after the fact) to the permitting process. That's simply unbelievable!

Your own senior planner Greg Ballard testified in an open hearing that Park Model Trailers placed prior to the existence of an ordinance would be grandfathered.

That statement was the basis on which many of these units were sold and placed by local dealers in recent years.

I can provide you with the transcript of that hearing if you like.

If you attempt to retroactively require permits you will displace low income homeowners. You will remove affordable housing from our most venerable residences. People will have to start over with new lots, new water sources, new drain fields built to the current insane standards. People will simply go broke and become homeless.

Are you really proposing to remove someone from their home if their home doesn't bear the Insignia, or if their drain field isn't up to current standards, or if they're unable to obtain a water availability letter, or if they're placement is too close to a critical area and/or shoreline.

Please remove provision this in its entirety. At least if you removed this proviso and kept everything else at least you'd have a path towards permitting.

Section 06
10. Remove "or adjacent" for example the deck or the carport is adjacent. This just needs some clean up. The term adjacent is confusing at best.

Finally, Add a provision specifically allowing Park Model Trailers to be used as STR's. I have a legal opinion from Labor and Industries supporting their usage as STR's.

Thank you

* Many of those homes do not bear the State Insignia. Many of those homes were purchased out of state or purchased during COVID when L&I FAS(Labor and Industries Factory Assembled Structure) had no engineers available to approve plans because the bulk of their engineers quit rather than take the vaccine. Homes purchased out of state are not required to bear the L&I Insignia. Ken Knutson with L&I FAS (factory assembled structures) will verify this fact.

Gores, Loni

From: Don Tucker <dontucker@hvalley.net>
Sent: Tuesday, February 13, 2024 9:57 AM
To: Gores, Loni
Subject: Supporting documentation for Don Tucker
Attachments: Supporting data for testimony of Don Tucker.docx

Loni. Here is my supporting documentation for my testimony today. thanks, Don Tucker

Supporting data for testimony of Don Tucker

• RCW 59.18.030 defines Single family residence, as:
(32) A "single-family residence" is a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it shall be deemed a single-family residence if it has direct access to a street and shares neither heating facilities nor hot water equipment, nor any other essential facility or service, with any other dwelling unit."
In addition, PMRV's are specifically addressed in WAC 458-16, as:
• (2)(b) "Single family dwelling" ... means a structure maintained and used as a residential dwelling that is designed exclusively for occupancy by one family.
(I) It is an independent and free-standing structure containing one dwelling unit and having a permanent foundation.
(ii) For the purposes of this exemption, a ....park model trailer will be considered a "single family dwelling" if it has substantially lost its identity as a mobile unit by virtue of its being permanently fixed in location upon land owned or leased by the owner of the ....park model trailer and placed on a foundation (posts or blocks) with fixed pipe connections with sewer, water, or other utilities."

WAC 458-16-080

Improvements to single family dwellings—Definitions—Exemption—Limitation—Appeal rights.

(1) **Introduction.** This rule explains the property tax exemption available to taxpayers when they make physical improvements to their single family dwelling under the provisions of RCW 84.36.400. It explains the process by which this exemption is obtained and how the amount of the exemption is calculated.

(2) **Definitions.** For purposes of this rule, the following definitions apply:

(a) "Department" means the department of revenue.

(b) "Single family dwelling" or "dwelling" means a structure maintained and used as a residential dwelling that is designed exclusively for occupancy by one family.

(i) It is an independent and free-standing structure containing one dwelling unit and having a permanent foundation.

(ii) For the purposes of this exemption, a manufactured home, mobile home, or park model trailer will be considered a "**single family dwelling**" if it has substantially lost its identity as a mobile unit by virtue of its being permanently fixed in location upon land owned or leased by the owner of the manufactured

home, mobile home, or park model trailer and placed on a foundation (posts or blocks) with fixed pipe connections with sewer, water, or other utilities.

RCW 59.30.020

Definitions.

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Complainant" means a landlord, community owner, or tenant, who has a complaint alleging a violation of chapter 59.20 RCW.

(2) "Department" means the department of revenue.

(3) "Director" means the director of revenue.

(4) "Landlord" or "community owner" means the owner of a mobile home park or a manufactured housing community and includes the agents of a landlord.

(5) "Manufactured home" means a single-family dwelling built according to the United States department of housing and urban development manufactured home construction and safety standards act, which is a national preemptive building code. A manufactured home also: (a) Includes plumbing, heating, air conditioning, and electrical systems; (b) is built on a permanent chassis; and (c) can be transported in one or more sections with each section at least eight feet wide and forty feet long when transported, or when installed on the site is three hundred twenty square feet or greater.

(6) "Manufactured/mobile home" means either a manufactured home or a mobile home.

(7) "Manufactured/mobile home lot" means a portion of a manufactured/mobile home community designated as the location of one mobile home, manufactured home, or park model and its accessory buildings, and intended for the exclusive use as a primary residence by the occupants of that mobile home, manufactured home, or park model.

(8) "Mobile home" means a factory-built dwelling built prior to June 15, 1976, to standards other than the United States department of housing and urban development code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. Mobile homes have not been built since the introduction of the United States department of housing and urban development manufactured home construction and safety act.

(9) "Mobile home park," "manufactured housing community," or "manufactured/mobile home community" means any real property that is rented or

held out for rent to others for the placement of two or more mobile homes, manufactured homes, or park models, for the primary purpose of production of income, except where the real property is rented or held out for rent for seasonal recreational purposes only and is not intended for year-round occupancy.

(10) "Owner" means one or more persons, jointly or severally, in whom is vested:

(a) All or part of the legal title to the real property; or

(b) All or part of the beneficial ownership, and a right to present use and enjoyment of the real property.

(11) "Park model" means a recreational vehicle intended for permanent or semipermanent installation and is used as a primary residence.

(12) "Recreational vehicle" means a travel trailer, motor home, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicle, is transient, is not occupied as a primary residence, and is not immobilized or permanently affixed to a manufactured/mobile home lot.

RCW 82.45.032

Additional definitions.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Real estate" or "real property" means any interest, estate, or beneficial interest in land or anything affixed to land, including the ownership interest or beneficial interest in any entity which itself owns land or anything affixed to land. The term includes used mobile homes, used park model trailers, used floating homes, and improvements constructed upon leased land.

(2) "Used mobile home" means a mobile home which has been previously sold at retail and has been subjected to tax under chapter 82.08 RCW, or which has been previously used and has been subjected to tax under chapter 82.12 RCW, and which has substantially lost its identity as a mobile unit at the time of sale by virtue of its being fixed in location upon land owned or leased by the owner of the mobile home and placed on a foundation (posts or blocks) with fixed pipe connections with sewer, water, and other utilities.

(3) "Mobile home" means a mobile home as defined by RCW 46.04.302, as now or hereafter amended.

(4) "Park model trailer" means a park model trailer as defined in RCW 46.04.622.

(5) "Used floating home" means a floating home in respect to which tax has been paid under chapter 82.08 or 82.12 RCW.

(6) "Used park model trailer" means a park model trailer that has been previously sold at retail and has been subjected to tax under chapter 82.08 RCW, or that has been previously used and has been subjected to tax under chapter 82.12 RCW, and that has substantially lost its identity as a mobile unit by virtue of its being permanently sited in location and placed on a foundation of either posts or blocks with connections with sewer, water, or other utilities for the operation of installed fixtures and appliances.

Public Comment Session
February 13, 2024

Public Comment
2/13/24
Kathleen Keehn

November 27, 2023, Pre-certification of Election in Clallam County

Please accept this public comment for the Pre-Certification meeting of the Clallam County Canvassing Board on November 27, 2023. Please include these comments in the minutes for the meeting.

If we no longer have Free and Equal Elections as our Washington State Constitutions guarantees, will we become ruled by a bureaucratic state? Will we have unelected people who are free to impose their ideology on all of us as if it were law? Has this already happened? This is concerning.

My experience with Auditor Riggs is that she is unresponsive to our concerns. She has deflected, discredited, and dismissed all the evidence we presented. I was so frustrated with her lack of interest regarding the integrity of the voter rolls, I attempted to file a criminal complaint against her after the August 14, 2023, pre-certification public comment. I learned the Sheriff will not accept a complaint against an elected official, that I would have to go to the Prosecuting Attorney. I mentioned the Prosecuting Attorney sits on the Canvassing Board and that was an obvious conflict of interest. My intention was not to cause Auditor Riggs trouble, I only wanted to ensure election integrity. Is she above the law?

I don't know what Auditor Riggs intention was by displaying this symbol, wearing this necklace in the Peninsula Daily Newspaper publicity photograph. I realize most of America did not know what this meant in 2015. Pizza-gate was debunked long ago but now we discover the conspiracy theory is true.

I included the link to the 5 symbols the FBI has identified as "sordid sexual preference signals" below:

https://www.dailymail.co.uk/news/article-3560069/The-symbols-pedophiles-use-signal-sordid-sexual-preferences-social-media.html

I have also included the personal statement Auditor Riggs made in a different publicity article about how she and her husband, Ron, have been foster parents for several years, and she said they cared for abused children mostly under the age of 5 years old.

THIS IS CONCERNING!

Respectfully Submitted,

Kathleen Keehn

kkeehn@olypen.com

From: kkeehn@olypen.com
Sent: Thursday, November 30, 2023 1:18 PM
To: 'King, Brian'; 'pamelablakeman@hotmail.com'
Subject: K.Keehn Personal Statement made on 11/27/23
Attachments: 112723precert.docx; Clallam auditor to replace elections supervisor after ballots mishap Peninsula Daily News.pdf; Clallam auditor to replace elections supervisor after ballots mishap Peninsula Daily News.pdf; girl lover.JPG; Page 3 of the 2014 Gazette article re foster parenting (003).pdf

Sheriff King and Republican Chair,

I am copying you both on the personal statement I made at the CC Pre-certification Meeting on 11/27/23 for which I am dismissed as a poll watcher.

I am accused of "attacking" Auditor Riggs with offensive accusations made at an inappropriate time/place.

I have a moral obligation to reveal the information that I found. I'm a middle aged woman with no experience investigating anything. I could not live with myself if I said nothing and prolonged any potential abuses that may be occurring. I have learned that elected officials, with potential conflicts of interest, are not answerable to the people as I once thought. There is no appropriate time or place for this heinous subject matter to be mentioned but that is not a good reason to conceal it either. Since I have no other recourse, I presented this in a public meeting to raise the alarm as to my concerns. I presented only public information that Auditor Riggs authorized, that has not been altered in any way. Am I to understand that we can't even question her very own statements?

This is not just concerning, it's alarming!

Respectfully Submitted,
Kathleen Keehn

Clallam County Elections Supervisor Ken Hugoniot inspects ballots in August 2015 at the Clallam County Courthouse in Port Angeles. (Keith Thorpe/Peninsula Daily News)

Clallam auditor to replace elections

supervisor after ballots mishap

By Paul Gottlieb

Friday, February 24, 2017 10:46am | NEWS | CLALLAM COUNTY | JEFFERSON COUNTY

PORT ANGELES — Clallam County Auditor Shoona Riggs will start preparing next week to replace former Elections Supervisor Ken Hugoniot after 125 unopened, uncounted Nov. 8 election ballots were discovered Jan. 25 in a courthouse parking lot ballot box, she said Thursday.

Riggs, herself a former elections supervisor, said Thursday that Hugoniot resigned Jan. 26, a day after he discovered the error.

She said she will be working with the county human resources office in the next two weeks in the hopes a replacement for Hugoniot can be found by April 1.

"He gave me his resignation at the same time he told me what had happened," Riggs said. "That was his decision."

She said in the end, she bore responsibility for the mishap.

"Although the error was in the elections division, ultimately the buck stops with me as the auditor," Riggs said Thursday.

"Ultimately it's the responsibility of the county auditor to make sure we get the collections done correctly."

But Riggs said Hugoniot did bear some responsibility for the foul-up.

"He was responsible for coordinating the pickup of the ballot boxes," she said.

The auditor's office also had not been following state law in the Nov. 8 election and in past elections by not recording the time that ballots were removed from ballot drop boxes, Riggs said.

Riggs, elected auditor in November 2014, had appointed Hugoniot, a Sequim resident, to the position in April 2015.

The position pays $52,829 in annual salary, not including $20,517 in

benefits.

Hugoniot could not be reached for comment Thursday.

Riggs said she did not ask for his resignation but would not say whether she asked him to reconsider his decision.

Riggs said no other employees were disciplined but that "corrective action" was taken with election assistant Renee Mizar, a customer service specialist, that included "consultation" with Mizar.

The ballots were not removed from the drop box in the courthouse parking lot that is set aside for voters under the Americans with Disabilities Act that is also used by the general public, Riggs said.

That record will now be kept in a log that includes the time ballots were removed from the drop boxes, she said.

"Such a log may have revealed earlier that the drop box had not been checked after 5 p.m. Election Day," Riggs said in a review of the incident that she released Monday titled "Final Report Regarding 125 Uncounted Ballots."

Hugoniot's resignation was noted in the report.

As an additional measure suggested by the state Secretary of State's Office but not required by law, Riggs said a final check of ballot boxes will be performed after elections to determine that all returned ballots have been received.

In a 2014 review of election procedures, the state Secretary of State's Office "suggested improvement in our verification notices, ballot storage, electronic ballots and replacement ballots," Riggs said in the report.

She said those suggestions were "addressed" to ensure compliance with state and federal law, but in light of the recent incident, she has asked the Secretary of State's Office to evaluate the procedures and practices of the elections office.

The ballots were discovered when the elections office inspected the parki lot drop box in preparation for the Feb. 14 special election, Riggs said in th

report.

The choices that the 125 voters made could not be tabulated because the election had already been certified, but the voters' records will reflect that they participated in the election.

The ballots would not change any race on the Nov. 8 ballot.

Laura Casad of Port Angeles said Thursday she dropped off hers and her husband's ballots in the ballot box that was not emptied.

She was among the 125 voters notified by the auditor's office in a Jan. 30 letter of the "unfortunate discovery" of her ballot and the ballots of 124 others whom Riggs said in the letter "deserved better."

Casad, whose name was listed in Riggs' final report as having one of the unopened ballots, said Thursday she was not angry her vote was not counted because it would not have made a difference in the statewide election results.

Casad was still upset it happened.

"I wouldn't go out and say, 'Hey, wait a minute,' but I still don't like it," Casad said.

"It seems to me there should have been more thoroughness there. That's too important not to be thorough. That bothers me more than anything else, having them sit there all that time."

Senior Staff Writer Paul Gottlieb can be reached at 360-452-2345, ext. 55650, or at pgottlieb@peninsuladailynews.com.

Shoona Riggs

Daily News

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just make changes."

Her main goal as auditor would be keeping customer service No. 1.

"The auditor's office needs to form the best relationship they can with all subagents and ke
said.

If she does not win the auditor's race, Riggs said she doesn't plan to leave her current positi
at-will employee.

"We'll see how it goes," she said. " It's not totally up to me."

Personal life

When not in the elections office, Riggs said she spends a majority of her time with her famil
Anna, 12, Ben, 15, Megan, 19, and Samantha, 23.

She and Ron have been local foster parents for several years, and she said they've cared for r
abused children mostly ages 5 and under.

"It's kind of something we fell into and fell in love with," she said. "I think it's brought our
more children than there are foster parents and there's a big need in our community."

Her family also spends a lot of time outdoors, she said, going hiking, playing in Lake Sutherl
take her children surfing.

For more information on Riggs, visit [illegible] or facebook.com/sheonarig

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< Previous
[illegible] Clallam County auditor candidate Ron Yarklin

ELECTIONS — Candidate statements, Clalla

Girl love"

FEB 20 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 1-12-24**

REGULAR AGENDA ☒ **Meeting Date: 1-20-24**

Item summary:

☐ Call for Hearing

☐ Contract/Agreement/MOU - Contract #

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☒ Other – Letter of Support – Port of PA

Documents exempt from public disclosure attached: ☐

Executive summary:

The City of Port Angeles and the Port of Port Angeles are requesting a letter of support from the Board of Commissioners for their joint 2024 RAISE application, Port Angeles Mobility Planning: Safe and Effective Movement for Freight and People.

The RAISE grant will support necessary planning efforts for making meaningful safety improvements to active transportation routes and creating freight transport efficiency gains that will boost the regional economy and reduce greenhouse gas impacts.

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?)

Requesting review and approval of a letter of support for 2024 RAISE application.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Katherine Frazier – Port of Port Angeles, City of Port Angeles

Date submitted: 2-5-24

* 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

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

MIKE FRENCH, District 3, Chair
RANDY JOHNSON, District 2
MARK OZIAS, District 1

TODD MIELKE, County Administrator

DRAFT

February 20, 2024

Secretary Pete Buttigieg
Secretary of the U.S. Department of Transportation
1200 New Jersey Avenue SE
Washington, DC 20590

Re: Letter of Support for Port Angeles Mobility Planning FY24 RAISE Application

Dear Secretary Buttigieg,

The Clallam County Board of Commissioners is pleased to support the City of Port Angeles and the Port of Port Angeles in their joint 2024 RAISE application, Port Angeles Mobility Planning: Safe and Effective Movement for Freight and People.

The RAISE grant will support necessary planning efforts for making meaningful safety improvements to active transportation routes and creating freight transport efficiency gains that will boost the regional economy and reduce greenhouse gas impacts. The proposed planning activities will take a holistic approach to enhancing Tumwater Truck Route and Marine Drive, which connect residential and recreational areas, commercial zones, and the Port's industrial properties. These high-travel roads are at the nexus of essential yet sometimes conflicting transportation activities, from recreational travel on the Olympic Discovery Trail and local commuter traffic to freight movement entering the Port's marine cargo terminal. The area is known to be a major source of traffic and even accidents in the region.

Together, the City and Port are working to envision a future where all transportation activities can safely and effectively coexist along this corridor. Projects include:

- Designing a new Tumwater Truck Route/Highway 101 interchange to improve freight traffic efficiency.
- Assessing safer traffic patterns along Marine Drive, which intersects with Tumwater Truck Route, the Port's marine terminal access, and the non-motorized Olympic Discovery Trail.
- Strengthening and rehabbing the Port's marine cargo terminal to improve the flow of freight through Port facilities and reduce truck idling and associated emissions.
- Box culvert removal along Marine Drive to improve habitat access for sensitive fish populations.

We believe that the proposed projects can work in tandem to increase our region's economic competitiveness, improve pedestrian and driver safety, and enhance both the local environment and quality of life. The 2024 RAISE program is a crucial step toward making these efforts a reality.

We are excited to support the Port Angeles Mobility Planning project and respectfully request your consideration of this application. Thank you for the opportunity to support the City, the Port, and the region in making infrastructure upgrades that will both protect and improve lives and livelihoods.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

Cc: City of Port Angeles
Port of Port Angeles

DRAFT

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FEB 20 2024

FEB 20 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 2/12/24**

REGULAR AGENDA ☒ **Meeting Date: 2/20/24**

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 Clallam Bay/Sekiu Community Action Team due to the expiration of a term.

A press release was issued during the month of November 2023 soliciting applications from interested citizens. One application was received.

The District III Commissioner, Mike French endorses the appointment of Cara Pankey to the Clallam Bay/Sekiu Community Action Team.

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.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 2-7-24

* 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

RESOLUTION _____, 2024

APPOINTING A MEMBER TO THE
CLALLAM BAY/SEKIU COMMUNITY ACTION TEAM

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Clallam Bay/Sekiu Community Action Team due to the expiration of a term.

2. A press release was issued during the month of November 2023 soliciting applications from interested citizens. One application was received.

3. The District III Commissioner, Mike French endorses the appointment of Cara Pankey to the Clallam Bay/Sekiu Community Action Team.

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

1. **Cara Pankey** is appointed as the Business Owners (Clallam Bay/Sekiu Chamber of Commerce) representative for a term expiring December 31, 2026.

PASSED AND ADOPTED this 20th day of February 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mike French, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

_____
Mark Ozias

c: Appointee(s)
File A22.154

DRAFT

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FEB 20 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 2-12-24**

REGULAR AGENDA ☒ **Meeting Date: 2-20-24**

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Department of Natural Resources (DNR) manages hundreds of thousands of acres of state forest lands that help fund services in many counties, including Clallam County such as roads, libraries, fire districts, ports, hospitals and emergency management. DNR manages those certain state forest lands in trust for the benefit of counties, including Clallam County and the taxing districts within Clallam County.

Clallam County along with benefiting taxing districts within the County are interested in forming an advisory group to share amongst themselves and with the County, information and input regarding timber management and the resulting revenue distribution.

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 at this time.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Review and approval of a Resolution establishing a Revenue Advisory Committee.

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

Names of Relevant Departments/Employees/Stakeholders attending meeting:
Board of Commissioners, Port of Port Angeles – Paul Jarkiewicz, Goodstein Law Group PLLC – Carolyn Lake

Date submitted: 2-7-24

* 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

RESOLUTION _____, 2024

ESTABLISHING A REVENUE ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Department of Natural Resources (DNR) manages over 160,000 acres of state forest lands which include 93,000 acres of State Transfer Lands that help fund services in Clallam County such as roads, libraries, fire districts, ports, hospitals and emergency management.

2. DNR manages those certain state forest lands in trust for the benefit of Clallam County and the taxing districts within Clallam County. These beneficiaries are given most of the revenue from timber sales and other revenue-producing activities.

3. As manager of state trust lands, DNR has legal fiduciary responsibilities to Clallam County and the taxing districts within its boundaries to:
   - Generate predictable, beneficiary revenue and other benefits for trust, in perpetuity,
   - Maintain timber supplies that support local industry,
   - Preserve the corpus of the trust,
   - Exercise reasonable care and skill
   - Act prudently to reduce the risk of loss for the trusts,
   - Maintain undivided loyalty to beneficiaries,
   - Act impartially with respect to current and future beneficiaries
   - Provide fish and wildlife conservation, and
   - Provide other multiple use benefits.

4. The total statewide revenue for timber sales and other revenue-producing activities for the 2021-23 biennium was $537 million. The forecasted state revenue for the 2023-25 biennium is $531 million.

5. In addition, the County receives additional funds for distribution from two federal sources related to federal government land ownership in Clallam County.

6. The Office of the Secretary, Department of the Interior (DOI), administers Payments in Lieu of Taxes (PILT) which are Federal payments to local governments that have certain Federal lands within their boundaries. The disbursed funds are calculated according to formulas established by law and distributed to local governments.

7. PILT payments help local governments carry out such vital services as firefighting and police protection, construction of public schools and roads, and search-and-rescue operations.

8. PILT payments may be used by local jurisdictions for any governmental purpose.

9. In fiscal year 2021, Clallam County received $1,146,313 in PILT funds[1] and more than $10.2 billion in payments have been made to local governments.

10. The United States Forest Service also provides dollars. Congress ratified the Secure Rural Schools and Community Self-Determination Act as a measure to support rural counties whose tax base was limited by the growing amount of Federal land.

[1] https://www.doi.gov/sites/doi.gov/files/2021-national-summary-pilt-508.pdf
[2] https://www.fs.usda.gov/sites/default/files/final-2022-18-1-report.pdf

11. A portion of Forest Service funds generated through multi-use activities, such as grazing, timber production, and special use permits, are distributed to eligible counties to help maintain local roads and schools.

12. Payments are divided into three distinct categories, or Titles: Title I for roads and schools, Title II for projects on Federal lands, and Title III for county projects.

13. For fiscal year 2022, Clallam County received a $923,812.00 distribution from the Act[2].

14. The County understands and supports the economic and environmental importance of healthy, well-managed timber lands throughout its boundaries.

15. The County and taxing districts within the County are advocates for responsible and productive forest management and environmental plans and the proper enforcement of such.

16. Clallam County, along with benefiting taxing districts within the County, are interested in forming an advisory group to share information and input regarding timber management and the resulting revenue distribution.

17. The County finds that such an advisory committee would be in the best interest of the County, the benefiting taxing districts within the County, and the community.

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

1. The Board of County Commissioners does hereby establish the Clallam County Revenue Advisory Committee (hereinafter RAC or Committee) under the following provisions:

A. PURPOSE:

The RAC will confer with the County on issues related to state timber management, fiduciary responsibilities, trends, public engagement with State and Federal forest management agencies, issues impacting timber management and revenues which benefit the community, and such other related matters as the Board of County Commissioners directs.

B. STRUCTURE & MEMBERSHIP:

1. The RAC shall consist of one representative from the County and each of the taxing districts, and the DNR. Each participating entity shall select a representative and an alternate for continuity of committee discussion, participation and progress.

2. RAC Members will serve for terms of three (3) years. Replacements for unexpired terms will be self-selected by the respective County and each of the taxing districts. Members of the Committee shall serve without compensation.

3. All representatives and alternates will be named on the Clallam County web site.

4. The County Treasurer, and additional staff designated by the Treasurer, shall participate as a non-voting member of the committee to provide technical guidance regarding any tax collection and distribution statutes, administrative rules, methodologies, or practices as they pertain to the taxing districts.

C. ORGANIZATION OF COMMITTEE:

The RAC shall appoint its own chair, vice-chair and secretary. It shall conduct regularly scheduled meetings not less than quarterly. The agenda will be developed and distributed at the direction of the chair. The RAC shall develop rules of order and basic procedures, which procedures shall be approved by the Clallam County Board of County Commissioners.

Each RAC participating entity shall finance its own conduct of responsibilities. No ownership of property will be created or transferred as a result of this advisory committee formation and function.

D. TERM:

The RAC shall have an initial term of ten (10) years from the date of the passage of this Resolution unless extended or terminated earlier by the County Board of County Commissioners.

E. ACTIONS:

All input and recommendations of the RAC will be considered advisory. Actions upon such recommendations will be taken at the discretion of the Clallam County Board of County Commissioners.

F. OPEN GOVERNMENT REQUIREMENTS:

The RAC shall comply with all applicable Washington open government requirements, including:

- Committee meetings shall be open to the public and shall offer opportunities for public comment as is appropriate and determined by the RAC.
- The Committee shall identify a time and place for regular meetings and advertise any special meetings,
- Written summary minutes of all meetings shall be prepared,
- Agendas shall be publicly noticed,
- Agendas and minutes shall be made available to County staff for inclusion on the County website, and
- RAC records shall be made available upon request in accordance with Washington's Public Records Act, Ch. 42.56 RCW.
- During the term of this Committee and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of RAC shall be kept by the County and shall be available for inspection.

PASSED AND ADOPTED this 20th day of February 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mike French, Chair

_____
Randy Johnson

_____
Mark Ozias

ATTEST:

_____
Loni Gores, MMC, Clerk of the Board

DRAFT

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AGENDA ITEM SUMMARY

FEB 20 2024

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

Department: Parks, Fair Facilities

WORK SESSION [X] **Meeting Date: February 12, 2024**

REGULAR AGENDA [X] **Meeting Date: February 20, 2024**

Required originals approved and attached?
Will be provided on:

Item summary:

- [ ] Call for Hearing
- [ ] Contract/Agreement/MOU - Contract #
- [X] Resolution
- [ ] Proclamation
- [ ] Budget Item
- [ ] Draft Ordinance
- [ ] Final Ordinance
- [ ] Other

Documents exempt from public disclosure attached: [ ]

Executive summary:
A Change Till is requested for making change at the Fair office throughout the year.

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 budgetary impact.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
It is recommended that the BOCC pass and adopt the resolution.

County Official signature & print name: Don Crawford

Name of Employee/Stakeholder attending meeting: Donald Crawford, Director

Relevant Departments: Parks, Fair, Facilities

Date submitted: Feb. 7, 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

RESOLUTION _____, 2024

ESTABLISHING A NEW CHANGE TILL IN THE FAIR OFFICE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. An additional Change Till is requested for making change at the Fair office throughout the year.

Name	Amount $		Custodian
Change Till	$100		Shari Ioffrida

This till will be held in the safe at the Fairgrounds when not in use.

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

1. To establish a new change till for the Fair Office and instruct the Treasurer to issue additional funds in the amount of $100.00 for the new till.

PASSED AND ADOPTED this 20th day of February 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mike French, Chair

_____
Randy Johnson

_____
Mark Ozias

ATTEST:

_____
Loni Gores, MMC, Clerk of the Board

DRAFT

AGENDA ITEM SUMMARY

FEB 20 2024

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

Department: Parks, Fair Facilities

WORK SESSION [X] **Meeting Date: February 12, 2024**

REGULAR AGENDA [X] **Meeting Date: February 20, 2024**

Required originals approved and attached?
Will be provided on:

Item summary:

- [ ] Call for Hearing
- [ ] Contract/Agreement/MOU - Contract #
- [X] Resolution
- [ ] Proclamation
- [ ] Budget Item
- [ ] Draft Ordinance
- [ ] Final Ordinance
- [ ] Other

Documents exempt from public disclosure attached: [ ]

Executive summary:
The Fair Office has a petty cash fund in the amount of $200 that is no longer needed or used and requests to have this fund terminated.

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 budgetary impact.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
It is recommended that the BOCC pass and adopt the resolution.

County Official signature & print name: DON CRAWFORD

Name of Employee/Stakeholder attending meeting: Donald Crawford, Director

Relevant Departments: Parks, Fair, Facilities

Date submitted: February 7, 2024

RESOLUTION _____, 2024

CLOSING THE FAIR OFFICE PETTY CASH FUND

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The FAIR (Parks, Fair, Facilities Department) Office has a petty cash fund in the amount of $ 200.00 that is no longer necessary and requests to have this fund terminated.

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

1. Close the Fair Office petty cash fund with the $ 200.00 balance to be returned to the Treasurer.

PASSED AND ADOPTED this _____ day of _____, 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mike French, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, Clerk of the Board

_____
Mark Ozias

FEB 20 2024

AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date:** 2/12/2024

REGULAR AGENDA ☒ **Meeting Date:** 2/20/2024

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 attached Resolution re-establishes petty cash funds for Health and Human Services - Operations. Change funds in place for Health and Human Services-Operation are currently $400. HHS would like to transfer custodian Dawn Gray's ($50) change fund to Tina Moody ($50). This would leave the HHS-Operations change fund dollar to remain the same ($400) and is for transfer for custodian only.

Petty cash custodian will be Nan Furford and Jennifer Charles will be backup custodian.

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?** ☐
Funds are in the HHS budget.

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

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health & Human Services

Date submitted: February 7, 2024

RESOLUTION _____, 2024

RE-ESTABLISHING AND MODIFYING REVOLVING, PETTY CASH, AND CHANGE FUNDS FOR THE HEALTH AND HUMAN SERVICES DEPARTMENT

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Health and Human Services Department desired to re-establish the current

Budget/Fund	Name	Amount
11301.511	HHS - Operations	$350
00100.511	HHS - Environmental Health	$200
11331.511	Developmental Disabilities	$150

The custodian of the funds is Nan Furford; Jennifer Charles is backup custodian.

2. Change funds in place for HHS-Operations are currently $400. HHS would like to transfer custodian Dawn Gray's ($50) to Tina Moody ($50). This will leave the HHS-Operations change fund dollar amount to remain the same ($400.00) and is for transfer of custodian only.

Budget/Fund	Name	Current Amount	New Amount
11301.511	HHS – Operations	$400 (Port Angeles)	No change
11301.511	HHS – Operations	$100 (Forks)	No change

The custodians in the Port Angeles Office are: Lois Blank ($100), Kim Warren ($100)
The custodians in the Forks Offices are: Ruby Nelson ($50) and Tina Moody ($50).

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

1. Re-establishes the above petty cash and change funds for the HHS-Operations Change Fund.

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mike French, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

_____
Mark Ozias

2a

AGENDA ITEM SUMMARY

FEB 20 2024

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

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date: 2/12/2024**

REGULAR AGENDA ☒ **Meeting Date: 2/20/2024**

Required Originals Approved and Attached? ☒
Will Be Provided On:

Item Summary:*

☐ Call for Hearing
☐ Resolution
☐ Draft Ordinance
☒ Contract/Agreement/MOU**
☐ Proclamation
☐ Final Ordinance
Contract # 19925.24.008
☐ Budget Item
☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

Personal Services Agreement with the Olympic Peninsula Visitor Bureau in the amount of $800,000 for their annual budget to promote year-round tourism.

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?** ☒

These funds are already allocated in the Hotel/Motel Tax Fund 2024 Budget.

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

Please review and sign.

County Official signature & print name: Debi Cook

Name of Employee/Stakeholder attending meeting: Debi Cook, Marsha Massey – OPVB

Relevant Departments: BOCC, Finance

Date Submitted: 2/07/2024

* Submit original and 5 copies
** Submit **3** originals and 5 copies

Document 1
Revised: 5-9-05

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

PERSONAL SERVICES AGREEMENT

Contract Number: 19925.24.008

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Olympic Peninsula Visitor Bureau
Address: P.O. Box 670
Port Angeles, Washington 98362
Phone Nº: 360.452.8552

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A – Scope of Work

☒ Attachment B – Compensation

☒ Attachment C – General Conditions

☒ Attachment D – Special Terms and Conditions

☐ Attachment E – (specify)

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the first day of January 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2024.

OLYMPIC PENINSULA VISITOR BUREAU

Marsha Massey

Marsha Massey, Executive Director

Date: 05 February 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

SCOPE OF WORK

Clallam County is responsible for the hotel/motel tax collected in the unincorporated areas of Clallam County and these funds are limited by statute. Clallam County is dedicated to using hotel/motel tax funds to enhance tourism in the unincorporated areas of the County by working together with other governmental agencies, groups, and organizations.

The Contractor, a non-profit corporation, was formed to promote and develop a multi-faceted, year-round tourism industry in Clallam County and is willing and able to assume the responsibilities as set forth in this document.

Purpose of Agreement: To establish a comprehensive, viable tourism industry in Clallam County and a professionally managed tourism promotion and enhancement program by:

a) Working to increase and enhance the use of countywide lodging facilities by developing and executing a tourism, publicity, and marketing plan targeted to potential visitors from outside Clallam County.
b) Enhancing and extending the tourism season through increased shoulder season marketing including, but not limited to, better access and availability of information on facilities, activities, and events within Clallam County specifically, and the Olympic Peninsula in general.
c) Through partnerships, developing and promoting programs that direct tourists from one area of the Olympic Peninsula to another to enhance the number of days spent in Clallam County.
d) Developing, supporting and/or promoting a broad spectrum of experiences, activities, and events within the County that encourage tourists to extend and/or repeat visits to the area.
e) Developing and administering a tourism marketing grant program for Clallam County, under the lodging tax guidelines.
f) Coordinating various communications and publications including, but not limited to, monthly e-newsletters, lure brochures, and special seasonal publications as directed by the Board of Directors.
g) Developing and maintaining an active program of communication to related tourism information providers.
h) Building community awareness of the economic value of tourism through media relations and community involvement.
i) Providing leadership and guidance to partners in the development of tourism marketing strategies.
j) Developing and implementing countywide tourism marketing program in concert with the Board of Directors.
k) Providing leadership to and administration of the joint marketing partnership (Olympic Peninsula Tourism Commission) as the organization's contribution to the overall effort of promoting the Olympic Peninsula regional destination for visitors coming from 50 miles away or more.
l) Maintaining and enhancing the OlympicPeninsula.org website.
m) Working with the Parks, Fair and Facilities Department to promote use of County Parks for day use and overnight stays by out-of-area visitors, through communications, public relations, advertising, representation on OlympicPeninsula.org website, and appropriate printed materials. As needed, provide assistance to the County to improve Park web pages.
n) Include the County Fair in the events portion of the website and relevant printed collateral.

The Contractor shall:

a) Take all steps necessary to accomplish the goals and objectives set forth in "Purpose of Agreement" above.
b) Notify Clallam County at the time the budget is negotiated each year of any and all bylaw amendments adopted by the Contractor's Board.
c) Develop an annual operating and capital budget including program goals and objectives, and submit it for approval by LTAC before going to the Clallam County Board of Commissioners for consideration by November 1.
d) Maintain all accounting and expenditure records of the budget. These records and accounts shall accurately reflect all direct and indirect costs incurred and services performed pursuant to this contract. These records shall be kept for five (5) years by the Contractor and shall be subject to

inspection or audit by the County at all reasonable times during the performance of this contract and five years after termination thereof.

e) Meet with the Clallam County Board of Commissioners or their designee two times each year to review goals and objectives for tourism enhancement and expenditure of funds, and once a year to discuss the proposed budget for the coming year, set the amount of financial support, and review the achievements of the past year.

f) Select members to the Contractor's Board according to its bylaws, assuring that the Contractor's board responsibly performs its duties as enumerated in this agreement, and establishing rules as to the operation of the Contractor.

g) Require review and approval by the Clallam County Board of Commissioners of any budget revisions which change the scope of work of this agreement.

h) Ensure the tourism promotion program funded under this agreement is consistent with the intent of RCW 67.28.

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of EIGHT HUNDRED THOUSAND DOLLARS ($800,000) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position ***Hourly Rate***

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐quarterly; ☐semi-annually;
☐ annually; ☐at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS ($) for the completed work set forth in Attachment "A."

2. AND

☒**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

   In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

   Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

   If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

    (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

    (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

    (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

    (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

    (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

    In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

    (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

    Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

    Name: Not applicable

    Title:

    Address:

    Telephone:

    E-mail:

    Fax:

    In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all

subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.

27. ***Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.***

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state and local statutes, ordinances and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. 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.

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

☐ With each request for payment.

☐ Monthly.

☐ Quarterly.

☒ Semi-annually.

☐ Annually.

☐ Project completion.

☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

☒ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ COMPREHENSIVE GENERAL LIABILITY:

Bodily injury, including death.	$1,000,000	per occurrence
Property damage	$1,000,000	per occurrence

☐ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail). $ per occurrence

☐ WORKERS COMPENSATION: Statutory amount

☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	$	per occurrence
Property damage liability	$	per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurances is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within twenty (20) days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify and hold harmless shall apply to any liability beyond the scope of insurance coverage.

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.

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AGENDA ITEM SUMMARY

FEB 20 2024

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

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date: 2/12/2024**

REGULAR AGENDA ☒ **Meeting Date: 2/20/2024**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 291.24.005
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

The North Olympic Library System has reached out to express their desire to implement a second-year contract for a Poet Laureate. The 2023 contract was in the amount of $6,000.

If the Board would like to provide this support for a second year, I have prepared a Personal Services Agreement.

This funding is not currently specified in the 2024 Budget; however, funding can be reallocated to accommodate the 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?** ☐

Funding for this contract can be reallocated to fund this project.

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

Discussion of the project with a decision on whether to proceed with the contract.

County Official signature & print name: Debi Cook _____

Name of Employee/Stakeholder attending meeting: Debi Cook, BOCC

Relevant Departments: BOCC/Finance

Date submitted: 2/01/2024

PERSONAL SERVICES AGREEMENT

Contract Number: 291.24.005

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: North Olympic Library System
Address: 2210 S Peabody Street
Port Angeles, WA 98362
Phone №: 360-417-8500

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A – Scope of Work

☒ Attachment B – Compensation

☒ Attachment C – General Conditions

☒ Attachment D – Special Terms and Conditions

☐ Attachment E – (specify)

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the first day of January 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2024.

North Olympic Library System

_____
Name:

Date:_____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mike French, Chair

ATTEST:

_____
Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

SCOPE OF WORK

Funding will be used to support the North Olympic Library System Poet Laureate marketing, services and supplies.

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of SIX THOUSAND DOLLARS ($6,000) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐semi-annually; ☐ annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of $6,000 to be paid when the contract is fully executed.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position ***Hourly Rate***

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐quarterly; ☐semi-annually;
☐ annually; ☐at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS ($) for the completed work set forth in Attachment "A."

2. AND

☒**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

   In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

   Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

   If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

    (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

    (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

    Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

    Name: Debi Cook

    Title: Financial System Administrator/Budget Director

    Address: 223 E 4th St., Suite 4, Port Angeles, WA 98362

    Telephone: 360-417-2382

    E-mail: debi.cook@clallamcountywa.gov

    Fax:

    In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all

subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state and local statutes, ordinances and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. 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.

SPECIAL TERMS AND CONDITIONS

☐ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

☐ With each request for payment.

☐ Monthly.

☐ Quarterly.

☐ Semi-annually.

☐ Annually.

☐ Project completion.

☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

☒ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended.

☒ COMPREHENSIVE GENERAL LIABILITY:

Bodily injury, including death.	$1,000,000	per occurrence
Property damage	$1,000,000	per occurrence

☐ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail). $ per occurrence

☐ WORKERS COMPENSATION: Statutory amount

☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	$	per occurrence
Property damage liability	$	per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurances is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within twenty (20) days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify and hold harmless shall apply to any liability beyond the scope of insurance coverage.

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.

2C

AGENDA ITEM SUMMARY

FEB 20 2024

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

Department: Finance

WORK SESSION ☒ **Meeting Date:** **2/12/2024**

REGULAR AGENDA ☒ **Meeting Date:** **2/20/2024** ✓

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 291.24.002
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other Monthly Review

Documents exempt from public disclosure attached: ☐

DATA SHARING AGREEMENT WITH STATE AUDITOR'S OFFICE (SAO)

As a result of a bill passed by the WA State Legislature in 2021 (ESSB5432), data sharing agreements (DSAs) are required for all state and local governments that share data. The WA SAO has requested the County execute the attached revised DSA covering the data that we exchange with the SAO during our annual audits. This agreement will cover all audit data shared beginning on May 24, 2024 and will be in effect through May 23, 2027. The Prosecuting Attorney Civil Division has reviewed and approved this agreement, and we are now bringing this DSA for approval by the BOCC to replace our existing DSA which expires in May 2024.

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?)
We request the BOCC approve this DSA formally in the BOCC meeting to be held on February 20, 2024.

County Official signature & print name: _____Mark Lane_____

Name of Employee/Stakeholder attending meeting: _____Mark Lane _____

Relevant Departments: ____Finance Department, Auditor's Office_____

Date submitted:

February 1, 2024

291.24.002

Agency DSA 22-01

INTERAGENCY DATA SHARING AGREEMENT

Between

Clallam County

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between Clallam County hereinafter referred to as "Agency", and the Office of the Washington State Auditor, hereinafter referred to as "SAO", pursuant to the authority granted by Chapter 39.34 RCW, 42.40 RCW, 43.101 RCW and 43.09 RCW.

Agency

Agency Name:	Clallam County
Contact Name:	Mark Lane
Title:	Chief Financial Officer
Address:	223 E 4th St Port Angeles, WA 98362
Phone:	(360) 417-2383
E-mail:	MARK.LANE@CLALLAMCOUNTYWA.GOV

SAO

Agency Name:	Office of the Washington State Auditor
Contact Name:	Amy Strzalka, CPA
Title:	Program Manager
Address:	451 SW Sedgwick Rd, Suite 200 Port Orchard, WA 98367
Phone:	(360) 845-1476
E-mail:	amy.strzalka@sao.wa.gov

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

1. PURPOSE OF THE DSA

   The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO and SAO to share confidential information with the Agency. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and OCIO policy 141, OCIO standard 141.10) in the handling of information considered confidential.

2. DEFINITIONS

"Agreement" means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

"Data Access" refers to rights granted to SAO employees to directly connect to Agency systems, networks and/ or applications combined with required information needed to implement these rights.

"Data Transmission" refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations.

"Data Storage" refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or OCIO/ State approved services.

"Data Encryption" refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

"Personal Information" means information defined in RCW 42.56.590(10).

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. The Data that is the subject of this DSA is classified as indicated below:

Category 1 – Public Information Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Category 2 – Sensitive Information Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential Information Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to: a. Personal Information about individuals, regardless of how that information is obtained; b. Information concerning employee personnel records; c. Information regarding IT infrastructure and security of computer and telecommunications systems; d. List of individuals for commercial purposes.

Category 4 – Confidential Information Requiring Special Handling Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which: a. Especially strict handling requirements are dictated, such as by statutes, regulations, agreements, or other compliance mandates; b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

3. PERIOD OF AGREEMENT

This agreement shall begin on May 24, 2024, or date of execution, whichever is later, and end on May 23, 2027, unless terminated sooner or extended as provided herein.

4. JUSTIFICATION FOR DATA SHARING
SAO is the auditor of all public accounts in Washington State. SAO's authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

5. DESCRIPTION OF DATA TO BE SHARED
The data to be shared includes information and data related to audit results, financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific data requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

6. DATA TRANSMISSION
Transmission of data between Agency and SAO will use a secure method that is commensurate to the sensitivity of the data being transmitted.

7. DATA STORAGE AND HANDLING REQUIREMENTS
Agency and SAO will notify each other if they are providing confidential data. All confidential data provided by Agency will be stored using data encryption with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

8. INTENDED USE OF DATA
The Office of the Washington State Auditor will utilize this data in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09 and 42.40.

9. CONSTRAINTS ON USE OF DATA
The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09 and 42.40.

10. SECURITY OF DATA
SAO shall take due care and take reasonable precautions to protect Agency's data from unauthorized physical and electronic access. SAO complies with the requirements of the OCIO 141.10 policies and standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

11. NON-DISCLOSURE OF DATA
SAO staff shall not disclose, in whole or in part, the confidential data provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's Confidential data, SAO will notify the Agency
    a. SAO shall not access or use the data for any commercial or personal purpose.
    b. Any exceptions to these limitations must be approved in writing by Agency.

c. The SAO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

Agency staff shall not disclose, in whole or in part, the confidential data provided by SAO to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the SAO's data, Agency will notify the SAO

a. Agency shall not access or use the data for any commercial or personal purpose.
b. Any exceptions to these limitations must be approved in writing by SAO.
c. The Agency shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

12. DATA DISPOSAL

Upon request by the SAO or Agency, or at the end of the DSA term, or when no longer needed, Confidential Information/Data must be returned or destroyed, except as required to be maintained for compliance or accounting purposes.

13. INCIDENT NOTIFICATION AND RESPONSE

The compromise of Confidential Information or reasonable belief that confidential information has been acquired and/or accessed by an unauthorized person that may be a breach that requires timely notice to affected individuals under RCW 42.56.590 or any other applicable breach notification law or rule must be reported to the [Agency contact].

If the Receiving Party does not have full details about the incident, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these initial reports must include at least: A. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery; B. A description of the types of information involved; C. The investigative and remedial actions the Receiving Party or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence; D. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 42.56.590, or any other applicable breach notification law or rule. E. Any other information SAO or Agency reasonably requests.

14. OVERSIGHT

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

15. TERMINATION

Either party may terminate this Agreement with 30 days written notice to the other party's Agency Contact named on Page 1. However, once data is accessed by the SAO or Agency, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

16. AWARENESS AND TRAINING

SAO and the agency shall ensure that all staff with access to the data shared through this Agreement are aware of the use and disclosure requirements of OCIO 141.10 and RCW 42.56.590. SAO will comply with all state requirements and training regarding handling, storage and transmission of confidential data.

17. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution 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 facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

18. GOVERNANCE

a. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
b. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

19. SIGNATURES

The signatures below indicate agreement between the parties.

Agency	Office of the Washington State Auditor
_____	_____
Signature Date	Signature Date
Title: _____	Title: _____

Approved as to Form
Deputy Prosecutor

FEB 20 2024

AGENDA ITEM SUMMARY

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

Department: Finance

WORK SESSION ☒ **Meeting Date: 2/12/2024**

REGULAR AGENDA ☒ **Meeting Date: 2/20/2024** ✓

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # ARPA 19961.23.004 – Amend# 1
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other Discussion and Next Steps

Documents exempt from public disclosure attached: ☐

Executive summary:

Peninsula Housing Authority ("PHA") was awarded ARPA funding by the County in the amount of $200,000 to purchase the Ox Bow Apartments, an affordable housing-designated multi-unit complex, located at 821 E Division St, Forks, Washington, in July 2023.

The Ox Bow Apartments consist of 2 buildings on 1.77 acres in Forks. There are 20 total units, 3 one- PHA anticipates the closing of the sale will happen in August 2024 after delays created due to the complexity of the USDA loan transfer.

PHA has determined that ten units will require extensive renovations. The renovations will require that tenants in these units be temporarily moved off-site and their belongings removed from the units while the renovation work is underway. Unit renovations are projected to last approximately 10 days each. To accomplish this, PHA is asking for $55,000 of the $200,000 original award designated for helping fund the purchase of the Ox Bow property be made available to support these temporary tenant relocation costs including:

- Hotel/Motel Rooms
- Meal Stipends
- Storage, packing, and moving of tenant belongings, and
- Utility stipends for tenant-paid utilities services used by contractors during the renovation of the impacted tenants' units.

Tenant relocation costs must be incurred and submitted for reimbursement no later than October 31, 2026.

It is important to note that the attached Amendment #1 will not change the overall ARPA award amount of $200,000, but instead will provide PHA with the needed flexibility to use these funds for this tenant relocation purpose as PHA's other sources of funding for this project do not provide for this usage. Under the terms of this Amendment, ARPA funds in the amount of $145,000 will still be applied to the purchase of the Ox Bow property upon closing per the original agreement. Funds not to exceed $55,000 will be available for temporary tenant relocation costs upon a reimbursement basis. The agreement also provides that any unutilized tenant relocation funding may be used to support other purchase or renovation-related costs of the project.

Upon review of this ARPA application, the proposed project does still constitute an eligible use of ARPA SLFRF Funds and proportionate to the underlying need as it addresses the disparate impact of Covid-19 on certain populations and geographics, in this case the retention of affordable housing for households with incomes at or below 80% AMI in the city of Forks, which is located in a Qualified Census Tract ("QST"). The provision of temporary relocation assistance to impacted low-income households is deemed necessary and proportional to the need as this assistance will help such residents avoid housing insecurity risks during the time their units undergo renovation.

As an aside, in addition to this ARPA award, PHA has received two other prior ARPA Grants with the County:

October 2021 - $210,000 – To complete 6 homes in Forks through their Mutual Self-Help program.
September 2022 - $300,000 – To fund Staffing and Administrative Costs of their Mutual Self-Help Program.

Funds for both agreements are in the process of being fully utilized and are expected to be fully utilized in 2024.

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 as this project has already been included in the 2024 budget.

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

Upon discussion, staff requests approval to proceed with execution of Amendment #1 of the ARPA Direct Grant Assistance Agreement with PHA for the Ox Bow affordable housing project, a draft of which is attached.

County Official signature & print name: Mark Lane

Name of Employee/Stakeholder attending meeting: Mark Lane, Angi Klahn, Annie O'Rourke-PHA and/or Sarah Martinez-PHA

Relevant Departments: Finance - BOCC

Date submitted: 2/6/2024

Contract 19961.23.004

ARPA DIRECT GRANT ASSISTANCE AGREEMENT
AMENDMENT #1

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and Peninsula Housing Authority, a special purpose public body corporate and politic of the State of Washington ("Recipient"), and changes the following attachments to the agreement entered into on July 18, 2023.

This Amendment is comprised of the text found on Attachment 1.

The term of this Amendment shall commence on the ___day of ____, 2024 and shall terminate as provided elsewhere in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2024.

RECIPIENT

Print name: Sarah T Martinez

Title: Executive Director

Date: February 6, 2024

CLALLAM COUNTY BOARD OF COMMISSIONERS

_____, Chair

Originals: BOCC
Peninsula Housing Authority
Finance Department

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY.

AMENDMENT TO THE ORIGINAL AGREEMENT

Original Agreement dated 7/18/2023 – Page 3, immediately following Paragraph 2 is amended to add the following language:

WHEREAS, the Recipient has determined a need to perform major renovations to ten of the occupied units that will require the tenants of such units to temporarily relocate to alternative housing while the renovations are underway. Currently, there are no vacant units available to relocate such tenants during these renovations. To avoid placing undue financial hardship on the low-income tenants of the impacted units due to this period of temporary relocation and potentially creating housing insecurity issues for such tenants, the Recipient has determined that $55,000 of funding is needed to temporarily relocate tenants offsite during the renovations of such units. As the Recipient has determined that these expenditures cannot be covered by other funding sources assembled for this purchase, the Recipient has requested that ARPA funds be available to fund such costs.

Page 3, Items #1 and #2 are amended as follows:

1. Effective Date and Term. This agreement shall commence when last executed by all parties and remain in effect until October 31, 2026, unless terminated by the County in writing.

2. ARPA Funds. The County agrees to provide the Recipient a total sum not to exceed $200,000, which is to be used in support of the purchase and renovation of the Apartments to preserve them for low-income, affordable housing, and to fund the temporary relocation costs of tenants whose units require enough renovation as to make tenant occupancy during such renovations unsafe or impractical. The ARPA Funds are to be provided as follows:

    - The amount of $145,000 will be provided to the closing agent designated in the purchase and sale agreement dated September 29th, 2022, upon receipt by the County of a final settlement statement from the closing agent and receipt of proof of satisfaction of all other terms and conditions and inspections required for the closing of the purchase to proceed. Following closing of the purchase of the Apartments, the County shall be provided a copy of the final closing documents for the purchase; and

    - An amount up to $55,000 will be provided to Recipient to be used in support of the required temporary relocation of tenants during the renovations of their units. To the extent the any funds allocated to tenant relocation costs remain after completion of such relocations, any remaining ARPA funds may be utilized in support of the purchase and renovation of the Apartments. These tenant relocation funds will be provided on a reimbursement basis from no earlier than the date of this amendment to October 31, 2026, per eligibility criteria in the updated Attachment D.

    All funds provided to the Recipient must be expended and submitted for reimbursement no later than October 31, 2026, based on eligible uses of funds outlined in Attachment D.

Attachment D, Scope of Work, is amended to read as follows:

ATTACHMENT D

SCOPE OF WORK

The Board of Commissioners are directing to provide the Recipient a total sum not to exceed $200,000 of ARPA funds to be used by the Recipient in support of the purchase and renovation of the Ox Box Apartments located at 821 Division St, Forks, Washington 98331, which comprises 2 buildings consisting of 20 units of affordable housing in the city of Forks, including 3 one-bedroom flats, 3 three-bedroom townhouses, and 14 two-bedroom townhouses. Eligible tenants' household income will be limited to 80% AMI or less at the Apartments.

Expenses under this grant must meet the eligibility criteria outlined below:

1. Eligible Costs

Funds in the amount of $145,000 are to be used in support of the purchase of the Ox Bow Apartments per the purchase and sale agreement dated September 29, 2022, between Peninsula Housing Authority and Ox Bow Associates Limited Partnership.

Funds in the amount not to exceed $55,000 shall be used to support temporary Ox Bow tenant relocations during the renovation process. Funding may be used for the following types of tenant relocation costs:

- Hotel/Motel Rooms;
- Meal Stipends;
- Storage, packing, and moving of tenant belongings; and
- Utility stipends for tenant-paid utilities services used by contractors during the renovation of the impacted tenants' units.

To the extent the fully allotted funds allocated to tenant relocation costs are not fully utilized, any remaining ARPA funds may be utilized in support of the purchase and renovation of the Apartments on a reimbursement basis.

Eligible expenses must be incurred beginning no earlier than the effective date of this agreement.

2. Program Funding and Award Amount

The County shall make $145,000 of ARPA funds available under the IGA that will be paid to the closing agent designated in the purchase and sale agreement dated September 29, 2022. The County will provide funds upon receipt of the final settlement statement and proof of satisfaction of all other terms and conditions required for the closing of the purchase.

The County shall make $55,000 of ARPA funds available under the IGA that will be paid to the Recipient on a reimbursement basis for tenant relocation costs, or to the extent any such ARPA funds allotted to tenant relocation costs are unutilized, may be paid to the Recipient on a reimbursement basis for other costs incurred by the Recipient related to the purchase and renovation of the Apartments.

All funds are to be expended no later than October 31, 2026.

3. Reporting

After property purchase closing, the Recipient shall provide a copy of the final closing documents with 30 days of closing.

The $55,000 of ARPA funding allotted for tenant relocation costs will be provided via reimbursement to the Recipient upon its submission to the County of expenditure details, together with copies of invoices, receipts and other supporting documentation for each expense for which reimbursement is requested, along with a signed certification by the Recipient that such expenses represent eligible expenses incurred by the Recipient based on the eligibility criteria outlined above and that such expenses have not been nor will be reimbursed under any other government or private entity program. The Recipient may only submit one request for Reimbursement per month.

This will ensure the eligibility of the expenditures consistent with the application requirements prior to payment.

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FEB 20 2024

AGENDA ITEM SUMMARY

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

Department: Extension/Noxious Weed Control

WORK SESSION ☒ **Meeting Date: 2-12-2024**

REGULAR AGENDA ☒ **Meeting Date: 2-20-2024**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 13001-381-24-001
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Contract between Jefferson County Noxious Weed Control Board and Clallam County Noxious Weed Control Board for at-cost weed control services along select Jefferson County roads. Jefferson County NWCB does not have the staff to control noxious weeds along these roads, which serve as a vector for weeds to enter Clallam County. The main focus will be Jefferson County roads that contain wild chervil, a regulated noxious weed that occurs in Jefferson County and is rare in Clallam County. Treating these noxious weeds at the source prevents them from entering Clallam County and allows us to coordinate weed control across county lines.

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 impact has been included in the 2024 budget.

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

County Official signature & print name: Christina St John

Name of Employee/Stakeholder attending meeting: Christina St. John

Relevant Departments: Noxious Weed Control Board
Date submitted: 2-7-2024

Contract 13001-381-24-001

PROFESSIONAL SERVICES AGREEMENT FOR

JEFFERSON COUNTY NOXIOUS WEED CONTROL BOARD (COUNTY)
AND
CLALLAM COUNTY NOXIOUS WEED CONTROL BOARD (CONTRACTOR)

THIS PROFESIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("County"), and the Clallam County Noxious Weed Control Board ("Contractor"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. Contractor is retained by County to perform the following Project:

   Jefferson County Public Works Roads Department Noxious Weed Control Project:
   The Jefferson County Noxious Weed Control Board (JCNWCB) has partnered with the Jefferson County Public Works (Roads Division) to provide services for weed control along right of ways on county roads.

2. Scope of Services. Contractor agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.

3. Time for Performance. This Agreement shall commence on April 1, 2024 and continue through August 31, 2024. Work performed consistent with this Agreement during its term, put prior to the adoption of this Agreement, is hereby ratified. Contractor shall perform all services pursuant to this Agreement as outlined on Exhibit "A". Time is of the essence in the performance of this Agreement.

4. Payment. Contractor shall be paid by County for completed work and for services rendered under this Agreement as follows:

   a. Payment for the work provided by Contractor shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Contractor shall not exceed $5,000 without express written modification of this Agreement signed by County.

   b. Invoices must be submitted by the 15th of the month for the previous month's expenses. Such invoices will be checked by County, and upon approval thereof, payment will be made to Contractor in the amount approved. Failure to submit timely invoices and reports pursuant to Exhibit B of this Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.

   c. Final payment of any balance due Contractor of the total contract price earned will be made promptly upon its ascertainment and verification by County after the completion of the work and submittal of reports under this Agreement and its acceptance by County.

   d. Contractor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of County and state for a period of six (6) years after final payments. Copies shall be made available upon request.

5. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by Contractor in connection with the services rendered under this Agreement shall be the property of County whether the project for which they are made is executed or not. Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor's endeavors. Contractor

shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.

6. Compliance with laws. Contractor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

7. Maintenance of Records. Each party shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either to perform this Agreement. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of agreement. The Office of the State Auditor, federal auditors, the Jefferson County Auditor, and any persons duly authorized by the parties shall have full access and the right to examine these materials during this period. 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. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

8. Audit. An audit will be submitted to County upon request. Upon request, Contractor will submit the most recent financial audit within 30 days.

    a. Upon request County shall have the option of performing an onsite review of all records, statements, and documentation.

    b. If County finds indications of potential non-compliance during the monitoring process, County shall notify Contractor within ten (10) days. County and Contractor shall meet to discuss areas of contention in an attempt to resolve issues.

    c. Audit will provide statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 C.F.R. Part 200, as applicable.

9. Indemnification. Contractor shall indemnify and hold harmless County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Contractor's own employees, or damage to property occasioned by a negligent act, omission or failure of Contractor. Contractor shall be liable only to the extent of Contractor's proportional negligence. Contractor specifically assumes potential liability for actions brought against County by Contractor's employees, including all other persons engaged in the performance of any work or service required of Contractor under this Agreement and, solely for the purpose of this indemnification and defense, Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation. This section shall survive the expiration or termination of this Agreement.

10. Insurance. Parties understand and agree Contractor is self-insured and a member of a liability pool which includes coverage for professional liability, among other categories of coverage, in adequate quantity to protect against legal liability arising out of contract activities. Contractor shall provide evidence of its status as a self-insured entity meeting these requirements within fifteen (15) calendar days of the execution of this Agreement. Upon request by County, Contractor must describe its financial condition and the self-insured / liability pool funding mechanism. County, or any other third party, need not be named as additional insureds under the self-insurance / liability pool coverage policies as said policies prohibit the Contractor from naming third parties as additional insureds. Contractor shall give County thirty (30) calendar days' advance notice of any self-insurance or liability pool cancellation or non-renewal.

11. Worker's Compensation (Industrial Insurance).

    a. If and only if Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of Contractor, Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to County, upon request.

    b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.

    c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.

    d. Contractor expressly waives by mutual negotiation all immunity and limitations on liability, with respect to County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

    e. If County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from Contractor.

12. Independent Contractor. Contractor and County agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Contractor specifically has the right to direct and control Contractor's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

13. Subcontracting Requirements.

    a. Contractor is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a

subcontractor to perform is no defense to a breach of this Agreement. Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.

b. Every subcontractor must agree in writing to follow every term of this Agreement. Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing.

c. Any dispute arising between Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of County and without detrimental impact on Contractor's performance required by this Agreement.

14. Covenant Against Contingent Fees. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

15. Discrimination Prohibited. Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, material status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

16. No Assignment. Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

17. Non-Waiver. Waiver by County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

18. Termination.

a. County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to Contractor.

b. In the event of the death of a member, partner, or officer of Contractor, or any of its supervisory personnel assigned to the project, the surviving members of Contractor hereby agree to complete the work under the terms of this Agreement, if requested to do so by County. This section shall not be a bar to renegotiations of this Agreement between surviving members of Contractor and County, if County so chooses.

c. County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, County shall be liable for only payment for services rendered prior to the effective date of termination.

19. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to County shall be sent to the following address:

Jefferson County Risk Management
P.O. Box 1220
Port Townsend, WA 98368

Notices to Contractor shall be sent to the following address:

Christina St. John
Clallam County Noxious Weed Control Board
223 E 4th St, Ste 15
Port Angeles, WA 98362
360-417-2442
Christina.stjohn@clallamcountywa.gov

20. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between County and Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by County within the scope of this Agreement. Contractor ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by Contractor, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.

21. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Contractor.

22. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.

23. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.

24. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

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

26. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

27. Survival. Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) insurance; and, (c) indemnification.

28. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.

29. No Assignment. Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of County.

30. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

31. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.

32. Attachments. Any document in this Agreement identified as an attachment is part of this Agreement and is incorporated by reference into this Agreement.

33. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

34. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.

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

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Greg Brotherton, Commissioner DATE

By: _____
Kate Dean, Commissioner DATE

By: _____
Heidi Eisenhour, Chair DATE

SEAL:

ATTEST:

_____
Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

_____
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

CONTRACTOR

Board of County Commissioners
Clallam County, Washington

By: _____
Mike French, Chair DATE

By: _____
Randy Johnson, Commissioner DATE

By: _____
Mark Ozias, Commissioner DATE

SEAL:

ATTEST:

_____
Loni Gores DATE
Clerk of the Board

Approved as to form only:

1/25/2024
Bert Dee Boughton DATE
Chief Civil Deputy Prosecuting Attorney

APPENDIX A - SCOPE AND PAYMENT OF SERVICES

Project

Jefferson County Public Works Roads Department Noxious Weed Control Project:

The Jefferson County Noxious Weed Control Board (JCNWCB) has partnered with the Jefferson County Public Works (Roads Division) to provide services for weed control along right of ways on county roads. Public Works maintains approximately 400 miles of county roads, which have infestations of county listed noxious weeds. County road right of ways are a vector for the spread of noxious weeds. Therefore, it is important to control these weeds early and continue annual maintenance. These noxious weeds pose a threat to the health of our environment and are required for control by state law.

In 2023, the Clallam Crew was a critical part of increasing the amount of work that could be done to hand-pull wild chervil in Jefferson County. Due to unforeseen circumstances, we missed the window to spray. In 2024, chemical treatment of the weeds will be the priority to increase the amount of plants targeted.

Objectives

Under supervision of SPONSOR, crew(s) will perform tasks that control or limit the spread of noxious weeds. Specific tasks could include control, scientific surveying and monitoring, or reporting.

The predominant weed that is being targeted on Jefferson County Roads is wild chervil, *Anthriscus sylvestris.* This Class B weed has an aggressive growth habit which thrives on road sides and quickly creates monocultures. It poses a serious threat to native plants and agriculture. It is also on the Washington Department of Agriculture's quarantine list. The partnership between the Jefferson County Noxious Weed Control Board and the Clallam County Noxious Weed Control Board is to limit the spread of noxious weeds from Jefferson County to Clallam County. Clallam County has only two reported infestations of wild chervil and the collaboration on this project will keep it that way, as well as limit the transport of other weeds to and from the counties.

Considerations and Conditions

1. CONTRACTOR is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.

2. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits.

3. If inclement weather makes a project site inaccessible, then the SPONSOR may reassign the crew, or defer the work to a later date.

CONTRACTOR Deliverables

1. Provide agreed upon number of crew members for scheduled work days.

2. Provide appropriate and necessary herbicide at cost for the project.

3. Provide own equipment for project.

4. Fill out accurate spray records and provide copies to SPONSOR.

Payment of Services

CCNWCB will invoice JCNWCB within 30 days of completion of work.

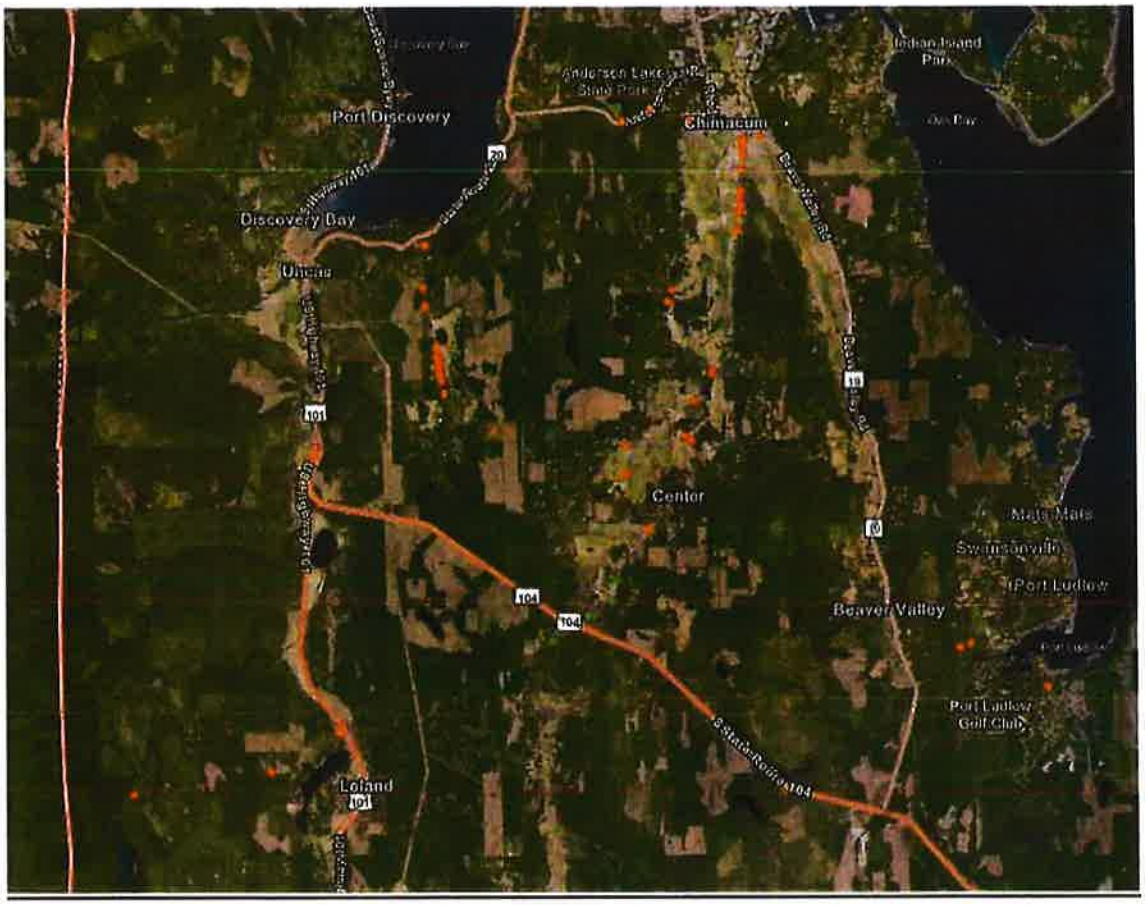
Item	Details	Standard Rate	Quantity	Subtotal
Coordinator		$63 / hr		
Inspector		$50.32 /hr		
Seasonal Tech		$29.00 /hr		
Transportation	At cost			
Herbicide	At cost			
Supplies	Misc, as needed			
			TOTAL	

Scope of Work

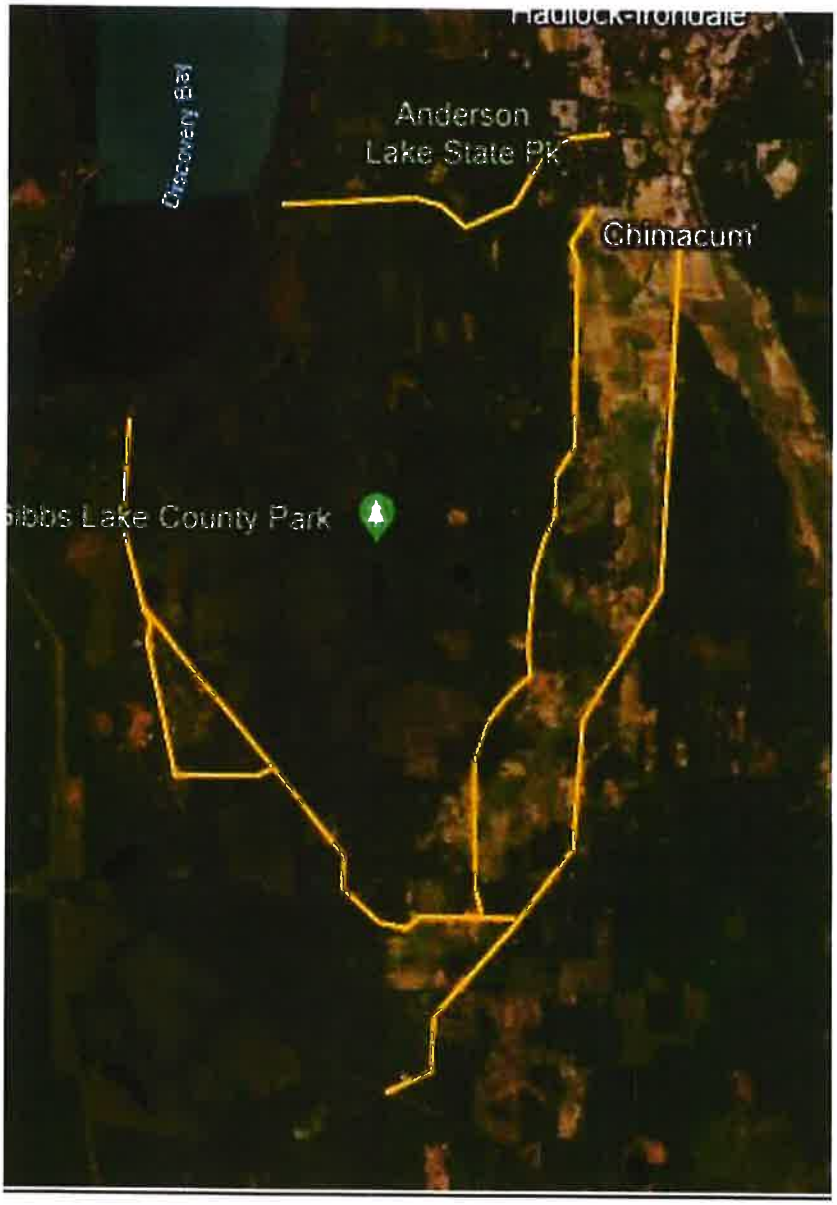
Wild chervil has been found along Jefferson County Roads since 2016. Crews have been preforming spot treatments along the roads for wild chervil, poison hemlock, and common teasel. The main target roads are Center Valley Rd, Eaglemount Rd, Old Eaglemount Rd, West Valley Rd, and Anderson Lake Rd. See Map A below for 2023 survey points. Map B outlines the areas targeted for spray in 2024. JCNWCB will survey again in Spring 2024 and direct the Clallam Crew on where to treat. As in 2023, priority areas will be sites where the weeds can most easily transfer to roads that lead to Clallam County. JCNWCB will send out letters to all adjacent homeowners alerting them to the work.

As needed, crew will spot treat other noxious weeds as directed by the Coordinator, or that they come across while out in the field.

MAP A – 2023 Survey Points in orange



Map B Targets for wild chervil treatment in 2024



Eaglemount Rd, Old Eaglemounr Rd, Center Valley Rd, West Valley Rd, Anderson Lake Rd,

2f

FEB 20 2024

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date: February 12, 2024**

REGULAR AGENDA ☒ **Meeting Date: February 20, 2024**

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 11301-22-CONCON, Amendment#16

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Attached is Consolidated Contract Amendment #16 between the Department of Health and Clallam County Health and Human Services. As proposed, the amendment will amend the statement of work/adding $194,688 to the following program(s):

- Women, Infants, and Children (WIC) Nutrition Program

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?** ☐ A supplemental appropriation will be processed in March 2024.

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

Approve and move to regular BOCC meeting for final signature.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: February 7, 2024

11301-22-CONCON, #16

CLALLAM COUNTY HEALTH & HUMAN SERVICES
2022-2024 CONSOLIDATED CONTRACT

CONTRACT NUMBER: CLH31005 **AMENDMENT NUMBER: 16**

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and CLALLAM COUNTY HEALTH & HUMAN SERVICES, a Local Health Jurisdiction, hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL: https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitepages/home.aspx?=e1:9a94688da2d94d3ea80ac7fbc32e4d7c

   ☒ Adds Statements of Work for the following programs:

   Childhood Lead Poisoning Prevention - Effective July 1, 2023
   Office of People Services-HR-Public Health Infrastructure Grant - Effective January 1, 2024

   ☒ Amends Statements of Work for the following programs:

   Foundational Public Health Services (FPHS) - Effective July 1, 2023
   Office of Immunization COVID-19 Vaccine - Effective January 1, 2022
   Office of Immunization-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2023
   WIC Nutrition Program - Effective January 1, 2022

   ☐ Deletes Statements of Work for the following programs:

2. Exhibit B-16 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-15 Allocations as follows:

   ☒ Increase of **$468,913** for a revised maximum consideration of **$7,305,287**.

   ☐ Decrease of _____ for a revised maximum consideration of _____.

   ☐ No change in the maximum consideration of _____.
   Exhibit B Allocations are attached only for informational purposes.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

CLALLAM COUNTY HEALTH & HUMAN SERVICES	STATE OF WASHINGTON DEPARTMENT OF HEALTH
Signature:	Signature:
Date:	Date:

APPROVED AS TO FORM ONLY
Assistant Attorney General

Clallam County Health & Human Services

EXHIBIT B-16
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: CLH31005
Date: December 1, 2023

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%
Indirect Rate January 1, 2023 through December 31, 2023: 34.53%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period Start Date	Statement of Work LHJ Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period SubTotal	Chart of Accounts Total
FFY25 USDA WIC Client Svs Contracts	**NGA Not Received**	**Amd 16**	**10.557**	**333.10.55**	**10/01/24**	**12/31/24**	**10/01/24**	**09/30/25**	**$64,225**	**$64,225**	**$738,065**
FFY24 USDA WIC Client Svs Contracts	**7WA700WA7**	**Amd 16**	**10.557**	**333.10.55**	**10/01/23**	**09/30/24**	**10/01/23**	**09/30/24**	**$194,688**	**$257,427**	
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 15	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	$1,438		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	$3,000		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 13, 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	$2,588		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 10, 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	$55,713		
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 13	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	$5,175	$232,638	
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 10	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	$167,138		
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	$60,325		
FFY22 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	$183,775	$183,775	
FFY23 USDA WIC Prog Mgmt CSS	7WA700WA7	Amd 10	10.557	333.10.55	01/01/23	09/30/23	10/01/22	09/30/23	$2,800	$2,800	$2,800
FFY23 USDA FMNP Prog Mgmt	7WA810WA7	Amd 14	10.572	333.10.57	06/01/23	09/30/23	10/01/22	09/30/23	$598	$598	$1,170
FFY22 USDA FMNP Prog Mgmt	7WA810WA7	Amd 4	10.572	333.10.57	05/01/22	09/30/22	10/01/21	09/30/22	$572	$572	
PS SSI 1-5 OSS Task 4	01J18001	Amd 2	66.123	333.66.12	01/01/22	05/31/22	07/01/17	06/30/23	$36,970	$36,970	$36,970
PS SSI 1-5 PIC Task 4	01J18001	Amd 15	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	($20,000)	$247,677	$247,677
PS SSI 1-5 PIC Task 4	01J18001	Amd 9	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	($44,131)		
PS SSI 1-5 PIC Task 4	01J18001	Amd 2, 7	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	$311,808		
FFY23 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 11	66.472	333.66.47	03/01/23	10/31/23	03/01/23	10/31/23	$6,500	$6,500	$13,000
FFY22 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	$6,500	$6,500	
FFY23 PHEP BP5 LHJ Funding	NU90TP922043	Amd 14	93.069	333.93.06	07/01/23	06/30/24	07/01/23	06/30/24	$59,979	$59,979	$174,640
FFY22 PHEP BP4 LHJ Funding	NU90TP922043	Amd 7	93.069	333.93.06	07/01/22	06/30/23	07/01/22	06/30/23	$58,979	$58,979	
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 4	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	$32,090	$55,682	
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	$23,592		
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 10	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	$155,332	$249,749	$393,691
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 9	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	$7,417		
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 7	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	$87,000		
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 4	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	$34,252	$143,942	
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 2	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	$109,690		
COVID19 Vaccines	NH23IP922619	Amd 12	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	($35,254)	$187,476	$187,476
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	$222,730		
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	$359,803	$359,803	$359,803

Clallam County Health & Human Services

EXHIBIT B-16
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: CLH31005
Date: December 1, 2023

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FFY24 CDC VFC Ops	NH23IP922619	Amd 14	93.268	333.93.26	07/01/23	06/30/24	07/01/23	06/30/24	$560	$6,160	$6,160
FFY24 CDC VFC Ops	NH23IP922619	Amd 13	93.268	333.93.26	07/01/23	06/30/24	07/01/23	06/30/24	$5,600		
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	$9,372	$9,372	$9,372
FFY19 ELC COVID Ed LHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	$68,654	$68,654	$68,654
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	$40,704	$122,111	$122,111
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 2, 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	$81,407		
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 4, 9, 11	93.323	333.93.32	01/01/22	12/31/23	01/15/21	07/31/24	($54,305)	$436,445	$436,445
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 2, 9, 11	93.323	333.93.32	01/01/22	12/31/23	01/15/21	07/31/24	$490,750		
FFY23 Vector-borne T2&3 Epi ELC FPH	**NU50CK000515**	Amd 12	93.323	333.93.32	08/01/23	09/30/23	08/01/23	09/30/23	$1,200	$1,200	$6,000
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 12	93.323	333.93.32	08/01/22	07/31/23	08/01/22	07/31/23	$1,800	$3,300	
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5, 12	93.323	333.93.32	08/01/22	07/31/23	08/01/22	07/31/23	$1,500		
FFY21 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5	93.323	333.93.32	06/01/22	07/31/22	08/01/21	07/31/22	$1,500	$1,500	
FFY22 PH Infrastructure Comp A1-LHJ	**NE11OE000053**	**Amd 16**	**93.967**	**333.93.96**	**01/01/24**	**12/31/24**	**12/01/22**	**06/30/25**	**$200,000**	**$200,000**	**$200,000**
FFY24 HRSA MCHBG LHJ Contracts	NGA Not Received	Amd 14	93.994	333.93.99	10/01/23	09/30/24	10/01/23	09/30/24	$66,916	$66,916	$133,832
FFY23 HRSA MCHBG LHJ Contracts	B04MC47453	Amd 7	93.994	333.93.99	10/01/22	09/30/23	10/01/22	09/30/23	$66,916	$66,916	
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	$6,077	$56,264	$56,264
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	$50,187		
State Drug User Health Program		Amd 12	N/A	334.04.91	07/01/23	12/31/23	07/01/23	12/31/23	$7,500	$7,500	$7,500
Rec Shellfish/Biotoxin		Amd 13	N/A	334.04.93	07/01/23	12/31/24	07/01/23	06/30/25	$10,000	$10,000	$23,850
Rec Shellfish/Biotoxin		Amd 11	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	$3,350	$13,850	
Rec Shellfish/Biotoxin		Amd 7	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	$3,000		
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	$7,500		
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	07/01/24	12/31/24	07/01/23	06/30/25	$33,333	$33,333	$102,951
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	07/01/23	06/30/24	07/01/23	06/30/25	$33,333	$33,333	
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	$15,000	$15,000	
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	$2,500	$21,285	
Small Onsite Management (ALEA)		Amd 12	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	($3,715)		
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	$22,500		
Small Onsite Management (GFS)		Amd 15	N/A	334.04.93	07/01/24	12/31/24	07/01/23	07/01/25	($8,334)	$0	$0
Small Onsite Management (GFS)		Amd 13	N/A	334.04.93	07/01/24	12/31/24	07/01/23	07/01/25	$8,334		

Clallam County Health & Human Services

EXHIBIT B-16
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: **CLH31005**
Date: **December 1, 2023**

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%
Indirect Rate January 1, 2023 through December 31, 2023: 34.53%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period Start Date	Statement of Work LHJ Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period SubTotal	Chart of Accounts Total
SFY25 Wastewater Management-GFS		Amd 15	N/A	334.04.93	07/01/24	12/31/24	07/01/23	07/01/25	$31,970	$31,970	$61,970
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	$30,000	$30,000	
FPHS-LHJ-Proviso (YR2)		Amd 6	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	$1,243,000	$1,243,000	$1,782,486
FPHS-LHJ-Proviso (YR2)		Amd 7	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	($690,000)	$0	
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	$690,000		
FPHS-LHJ-Proviso (YR1)		Amd 9	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	($150,514)	$539,486	
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	$690,000		
SFY24 FPHS-LHJ-Funds-GFS		Amd 14	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/25	$857,000	$2,100,000	$2,100,000
SFY24 FPHS-LHJ-Funds-GFS		Amd 13	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/25	$1,243,000		
SFY24 Lead Management (FPHS)		**Amd 16**	**N/A**	**336.04.25**	**07/01/23**	**06/30/24**	**07/01/23**	**06/30/24**	**$10,000**	**$10,000**	**$10,000**
YR 25 SRF - Local Asst (15%) SS		Amd 15	N/A	346.26.64	01/01/24	12/31/24	07/01/23	06/30/25	$2,800	$2,800	$10,200
YR 25 SRF - Local Asst (15%) SS		Amd 14	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	$600	$3,600	
YR 25 SRF - Local Asst (15%) SS		Amd 11	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	$3,000		
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 7	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	($1,600)	$3,800	
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	$5,400		
Sanitary Survey Fees SS-State		Amd 15	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	$2,800	$10,200	$10,200
Sanitary Survey Fees SS-State		Amd 14, 15	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	$600		
Sanitary Survey Fees SS-State		Amd 11, 15	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	$3,000		
Sanitary Survey Fees SS-State		Amd 7, 11, 15	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	($1,600)		
Sanitary Survey Fees SS-State		Amd 1, 11, 15	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	$5,400		
YR 25 SRF - Local Asst (15%) TA		Amd 11	N/A	346.26.66	01/01/23	12/31/23	01/01/23	12/31/23	$1,000	$1,000	$2,000
YR24 SRF - Local Asst (15%) (FO-SW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	$1,000	$1,000	
TOTAL									**$7,305,287**	**$7,305,287**	

Total consideration:	**$6,836,374**	**GRAND TOTAL**	**$7,305,287**
	$468,913		
GRAND TOTAL	**$7,305,287**	**Total Fed**	**$3,194,130**
		Total State	**$4,111,157**

*Catalog of Federal Domestic Assistance
**Federal revenue codes begin with "333". State revenue codes begin with "334".

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Childhood Lead Poisoning Prevention - Effective July 1, 2023

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: July 1, 2023 through June 30, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☐ Federal <Select One>	☐ FFATA (Transparency Act)	☒ Reimbursement
☒ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work (SOW) is to support Childhood Lead Poisoning Prevention Program implementation to increase blood lead testing, case management, and community engagement.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
SFY24 LEAD MANAGEMENT (FPHS)	25623841	N/A	336.04.25	07/01/23	06/30/24	0	10,000	10,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**10,000**	**10,000**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Participate in Lead Foundational Public Health Services (FPHS) implementation workgroup	Attendance at regularly scheduled meetings	June 30, 2024	Reimbursement for actual costs, not to exceed total funding consideration.
2	Select and implement model program activity in testing promotion, case management, and/or community engagement	Submit summary activity report to DOH contract manager	March 30, 2024 June 30, 2024	Reimbursement for actual costs, not to exceed total funding consideration.

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Foundational Public Health Services (FPHS) - Effective July 1, 2023

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 2

Period of Performance: July 1, 2023 through June 30, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☐ Federal <Select One>	☐ FFATA (Transparency Act)	☐ Reimbursement
☒ State	☐ Research & Development	☒ Periodic Distribution
☐ Other		

Statement of Work Purpose: Per RCW 43.70.512, Foundational Public Health Services (FPHS) funds are for the governmental public health system: local health jurisdictions, Department of Health, state Board of Health, sovereign tribal nations and Indian health programs. These funds are to build the system's capacity and increase the availability of FPHS services statewide.

Revision Purpose: Correcting BARS expenditure code typo and updating Master Index Code Chart of Accounts Title to match the title in the new 2025 biennium chart of accounts.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change None	Total Allocation
SFY24 FPHS-LHJ FUNDS-GFS	99210840	N/A	336.04.25	07/01/23	06/30/24	2,100,000	0	2,100,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**2,100,000**	**0**	**2,100,000**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	**FPHS funds to each LHJ** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$631,000
2	**Assessment Reinforcing Capacity** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$60,000
3	**Assessment – CHA/CHIP** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$30,000
4	**Lifecourse - NEW SFY 24 Full Lifecourse Workforce Capacity** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$384,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
5	**CD - NEW SFY 24 Immunization Outreach, Education & Response** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$75,000
6	**EPH - NEW SFY 24 Fully fund Environmental Public Health Policy & Leadership Capacity** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$150,000
7	**FC - NEW SFY 24 Strengthening Local Finance Capacity** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$62,000
8	**FC - NEW SFY 24 Public Health Communications** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$200,000
9	**Lifecourse - NEW SFY 24 Illicit Substance Use and Overdose Response** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$150,000
10	**EPR - NEW SFY 24 Emergency Preparedness & Response – Capacity and Capability** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$195,000
11	**CD – Hepatitis C** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$30,000
12	**EPH Core Team – Climate-Change Response** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$80,000
13	**EPH Core Team – Lead Exposure** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$15,000
14	**EPH Core Team – Water System Capacity** – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	$38,000

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

FPHS staff from DOH and the Washington State Association of Local Public Health Officials (WSALPHO) will coordinate and communicate together to build and assure common systemwide approaches per FPHS Steering Committee direction and the FPHS framework intent.

- For LHJ questions about the use of funds:
  - Chris Goodwin, FPHS Policy Advisor, WSALPHO – cgoodwin@wsac.org, 564-200-3166
  - Brianna Steere, FPHS Policy Advisor, WSALPHO – bsteere@wsac.org, 564-200-3171

The intent of FPHS funding is outlined in RCW 43.70.512.

Foundational Public Health Services Definitions and related information can be found here: www.doh.wa.gov/fphs.

Stable funding and an iterative decision-making process – The FPHS Steering Committee's roles and responsibilities are outlined in the FPHS Committee & Workgroup Charter The Steering Committee is the decision making body for FPHS and operates under a consensus-based decision making model, outlined here. The Steering Committee use an iterative approach to decision making meaning additional tasks and/or funds may be added to a local health jurisdiction's (LHJ) FPHS Statement of Work (SOW) as funding decisions are made.

Spending of FPHS funds – FPHS funds do not require pre-approval or pre-authorization to spend. FPHS funds are to assure FPHS services are available in each jurisdiction based on the FPHS Definitions (link) and as reflected in the SOW. Assurance includes providing FPHS as part of your jurisdiction's program operations, contracting with another governmental public health system partner to provide the service, or receiving the service through a new service delivery model such as cross-jurisdictional sharing or regional staff. **FPHS funds are eligible starting at the beginning of each state fiscal year (July 1) regardless of when funds are received by the LHJ, even if the expenditure occurred before the LHJ's contract was signed.**

These funds are not intended for fee-based services such as select environmental public health services. As state funding for FPHS increases, other funds sources (local revenue, grants, federal block grants) should be directed to the implementation of additional important services and local/state priorities as determined by each agency/jurisdiction.

Annual Allocations – The legislature appropriates FPHS funding on an annual basis and the FPHS Steering Committee allocates funds annually through the FPHS Concurrence Process for the State Fiscal Year (SFY): July - June.

The Legislature appropriates FPHS funding amounts for each fiscal year of the biennium. This means that funds must be spent within that fiscal year and cannot be carried forward. Any funds not spent by June 30th each year must be returned to the State Treasury. Funding allocations reset and begin again at the start of the next fiscal year (July 1).

This Statement of Work is for the period of July 1, 2023-June 30, 2024 and may be included in multiple Consolidated Contracts (ConCons) which are based on the calendar year and renewed every three years.

Disbursement of FPHS funds to LHJs – Unlike other ConCon grants, FPHS bill-back to DOH is NOT required. Half of the annual FPHS funds allocated by the Steering Committee to each LHJ are disbursed each July and January. The July payments to LHJs and access to FPHS allocation for all other parts of the governmental public health system occur upon completion of the FPHS Annual Assessment.

Deliverables – FPHS funds are to be used to assure FPHS services statewide. The FPHS accountability process measures how funds are spent, along with changes in system capacity through the FPHS Annual Assessment, system performance indicators, and other data. DOH, SBOH and local health jurisdictions have agreed to complete:

1. Reporting of spending and spending projections. Process timelines and reporting template are provided by the FPHS Steering Committee via FPHS Support Staff.
2. FPHS Annual Assessment is due each July to report on the previous state fiscal year. Process and reporting template are provided by the FPHS Steering Committee via FPHS Support Staff. System results are published in the annual FPHS Investment Report available at www.doh.wa.gov/fphs.

BARS Revenue Code: 336.04.25

BARS Expenditure Coding – provided for your reference.

562.xx	BARS Expenditure Codes for FPHS activities: see below
10	FPHS Epidemiology & Surveillance
11	FPHS Community Health Assessment
12	FPHS Emergency Preparedness & Response
13	FPHS Communication
14	FPHS Policy Development
15	FPHS Community Partnership Development

16	FPHS Business Competencies
17	FPHS Technology
20	FPHS CD Data & Planning
21	FPHS Promote Immunizations
23	FPHS Disease Investigation – Tuberculosis (TB)
24	FPHS Disease Investigation – Hepatitis C
25	FPHS Disease Investigation – Syphilis, Gonorrhea & HIV
26	FPHS Disease Investigation – STD (other)
27	FPHS Disease Investigation – VPD
28	FPHS Disease Investigation – Enteric
29	FPHS Disease Investigation – General CD
40	FPHS EPH Data& Planning
41	FPHS Food
42	FPHS Recreational Water
43	FPHS Drinking Water Quality
44	FPHS On-site Wastewater
45	FPHS Solid & Hazardous Waste
46	FPHS Schools
47	FPHS Temporary Worker Housing
48	FPHS Transient Accommodations
49	FPHS Smoking in Public Places
50	FPHS Other EPH Outbreak Investigations
51	FPHS Zoonotics (includes vectors)
52	FPHS Radiation
53	FPHS Land Use Planning
60	FPHS MCH Data & Planning
70	FPHS Chronic Disease, Injury & Violence Prevention Data & Planning
80	FPHS Access/Linkage with Medical, Oral and Behavioral Health Care Services Data & Planning
90	FPHS Vital Records
91	FPHS Laboratory – Centralized (PHSKC Only)
92	FPHS Laboratory

Special References (i.e., RCWs, WACs, etc.):

FPHS Intent - RCW 43.70.512
FPHS Funding – RCW 43.70.515
FPHS Committee & Workgroup Charter
FPHS Steering Committee Consensus Decision Making Model

Activity Special Instructions:

Investments to Each LHJ:

1. **FPHS Funds to Each LHJ**
   These funds are allocated to be used to provide any programs and services within all of the FPHS Definitions. Each LHJ is empowered to prioritize where and how to use these funds to maximize equitable, effective and efficient delivery of FPHS to every community in Washington.

Use BARS expenditure codes from the list above that most closely align with expenditure made.

Targeted Investments to Each LHJ:

2. **Assessment Reinforcing Capacity (FPHS definition G.2)**
   Support LHJ assessment capacity with flexible funds to meet locally identified needs. BARS expenditure codes: 562.10 or 11

3. **Assessment – CHA/CHIP (FPHS definitions G.3)**
   Support any CHA/CHIP activity or service (e.g., data analysis, focus groups, report writing, process facilitation) and may be used to contract with other agencies for staff time or services. Use BARS expenditure codes: 562.11

4. **Lifecourse - NEW SFY 24 Full Lifecourse Workforce Capacity (FPHS definitions D, E, F)**
   Infrastructure and workforce investments to each LHJ to meet fundamental needs in three areas: Maternal/Child/Family Health; Access/Linkage with Medical, Oral and Behavioral Health Services; and Chronic Disease, Injury and Violence Prevention. Use BARS expenditure codes: 562.60, 562.70, and/or 562.80

5. **CD - NEW SFY 24 Immunization Outreach, Education & Response (FPHS definition C.3)**
   Promote immunization education and use of the statewide immunization registry through evidence-based strategies. Funding can also be used to support vaccine-preventable disease response. BARS expenditure codes: 562.21 and/or 562.27

6. **EPH - NEW SFY 24 Fully fund Environmental Public Health Policy & Leadership Capacity (FPHS definitions B.2, A.C, J.1-3, K.1-2, L.1)**
   These funds are to be used for staffing costs for environmental health responsibilities and functions (that are not directly fee-based) within leadership, policy development, foundational public health services implementation, evaluation, or administration, including (but not limited to) Environmental Health Directors. Examples of funded roles include work relating to general policy, statewide and/or system-wide, and/or cross-jurisdictional work, legislation, and rulemaking, SBOH engagement, leadership support and/or development, workforce development, leadership within health equity, climate, and environmental justice. Use BARS expenditure codes: 562.14, 562.40 – 562.53

7. **FC - NEW SFY 24 Strengthening Local Finance Capacity (FPHS definitions L.2-4, L.6, L.8)**
   Capacity and infrastructure to assure fiscal management and contract and procurement policies and procedures are effectively implemented to support programs and services. Use BARS expenditure codes: ~~526.16~~ *562.16*

8. **FC - NEW SFY 24 Public Health Communications (FPHS definitions I.1-2)**
   Capacity to enhance the frequency, accuracy, and accessibility of public health communications to diverse populations via various media to support programs and services. Use BARS expenditure codes: ~~526.13~~ *562.13*

9. **Lifecourse - NEW SFY 24 Illicit Substance Use and Overdose Response (FPHS definitions D.1-2, D.4, F.1-3, G.1-3, I.1-2, J.1-J.3, K.1-2)**
   Capacity and infrastructure related to addressing overdose crisis. This includes but is not limited to: Overdose response trainings, convening stakeholders or coordination groups, data analysis, and community education. Use BARS expenditure codes: 562.13, 562.14, 562.15, 562.60, 562.70, 562.80

10. **EPR - NEW SFY 24 Emergency Preparedness & Response – Capacity and Capability (FPHS definitions H. 1-4)**
    Capacity and infrastructure to support and enhance the local delivery of FPHS Emergency Preparedness and Response services and activities across critical subject matter areas. Use BARS expenditure codes: 562.12

Targeted Investments to Select LHJs – Assuring FPHS Available in Own Jurisdiction:

11. **CD – Hepatitis C (FPHS definitions C.4.o-p)**
Address Hepatitis C cases per guidance developed by the FPHS CD SME Workgroup and DOH's Hepatitis C Prioritization document with particular emphasis on lab surveillance and investigation of acute cases. Use BARS expenditure codes: 562.24.

EPH -- Core Teams (Applies to all EPH Core Team FPHS Investments) (FPHS definition B.1-7)

Each EPH Core Team investment is for LHJ staff to participate in a cross-jurisdictional topic-specific Core Team. The Core Teams are each tasked with developing one or more model program(s), intended to offer guidance for scalable environmental public health responses relating to their specific sub-topic area(s). Where it makes sense to do so, the Core Teams may also work on implementation of these model programs. The content and output of these model programs will vary depending on the needs and approaches specific to each sub-topic area.

Recipients of these Core Team FPHS funds are required to participate in the associated Core Team for each investment. Recipients may spend these funds towards staffing time necessary to participate and on FPHS-qualifying activities for the specific sub-topic area(s) attached to its associated investment. Each Core Team FPHS investment is distinctive from all other Core Team FPHS investments.

Core Teams exist outside the FPHS structure, in partnership between LHJs and WA DOH, with one co-lead from each. Model programs developed through Core Team work will be made available to all Washington public health agencies.

There are currently six EPH Core Teams. They are listed below, with their sub-topic area(s), as applicable.
- System-Wide Data Management Improvement
- Climate-Change Response
- Lead Exposure
- Water System Capacity
- Homelessness Response
- Safe & Healthy Communities

Clallam is receiving funds to participate in these EPH Core Teams:

12. **EPH Core Team – Climate-Change Response**
This Core Team will address environmental health concerns related to climate and the effects of climate change.
    - Model program development will start with Wildfire Smoke and Harmful Algal Blooms, and may include other priorities and topics.

13. **EPH Core Team – Lead Exposure**
This Core Team will work to ensure all children in Washington state with elevated blood lead get appropriate case management services, and to incorporate testing promotion and lead exposure prevention activities at a local level.

14. **EPH Core Team – Water System Capacity**
The goal of this Core Team is to increase LHJ capacity for water resource management and planning.
    - Use BARS expenditure code: 562.43 or 53.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of Immunization COVID-19 Vaccine - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 8

Period of Performance: January 1, 2022 through June 30, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide funding to conduct COVID-19 vaccine activities.

Revision Purpose: The purpose of this revision is to add Program Specific Requirements in reference to unallowable costs and update Master Index Codes.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change None	Total Allocation
COVID19 Vaccines R4	74310259	93.268	333.93.26	01/01/22	06/30/24	359,803	0	359,803
COVID 19 CDC Vaccines	74310236	93.268	333.93.26	01/01/22	06/30/24	187,476	0	187,476
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**547,279**	**0**	**547,279**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
The purpose of this statement of work is to identify activities and provide funding to support COVID vaccine response outreach, education, and operations. The activities may include other vaccines recommended for the audience population, as long as COVID vaccine is the primary focus and references to other vaccines are secondary.				
3.A	Identify activity/activities to support COVID vaccine response in your community, using the examples below as a guideline. **Example 1:** Develop and implement communication strategies with health care providers, community, and/or other partners to help build vaccine confidence broadly and among groups anticipated to receive early vaccination, as well as dispel vaccine misinformation. Document and provide a plan that shows the communication strategies used with health care providers and other partners and the locally identified population anticipated to reach.	Summary of the engagement strategies to be used with health care providers and other partners, and the locally identified population to be reached.	January 31, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Example 2: Engage in other vaccination planning activities such as partnership development, provider education, vaccination point of dispensing (POD) planning, tabletop exercises, engagement with communities, leaders, non-traditional provider, or vulnerable populations to develop strategies to ensure equitable access to vaccination services			
3.B	Implement the communication strategies or other activities, working with health care providers and other partners to reach the locally identified population, support providers in vaccination plans, and support equitable access to vaccination services.	Written report describing activity/activities and progress made to-date and strategies used (template to be provided)	June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.C	Catalog activities and conduct an evaluation of the strategies used	Written report, showing the strategies used and the final progress of the reach (template to be provided)	June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.D	As needed to meet community needs, expand operations to increase vaccine throughput (i.e., providing vaccinations during evenings, overnight, and on weekends) or adjust vaccine delivery approaches to optimize access. Activities may include vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary, or off-site clinics to travel and provide vaccination services in non-traditional settings, or to supplement the work of local health departments in underserved communities, and may include administration costs for other vaccines co-administered at the events. These activities may be done by the local health department or in collaboration with community partners. (See Restrictions on Funds below)	Reports summarizing quantity, type, and frequency of activities	December 31 and June 30, annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Unallowable Costs:
There are limitations from the funding source on allowable costs for this contract. If the contractor is unsure if a cost is allowable, they should contact the contract manager for approval of the cost prior to making the purchase or charge.

- *Advertising costs (e.g., conventions, displays, exhibits, meetings, memorabilia, gifts, souvenirs)*
- *Alcoholic beverages*
- *Building, purchases, construction, capital improvements*
- *Clinical care (non-immunization services)*
- *Entertainment costs*
- *Fundraising Cost*
- *Goods and services for personal use*
- *Honoraria*
- *Independent Research*
- *Land acquisition*
- *Legislative/lobbying activities*
- *Interest on loans for the acquisition and/or modernization of an existing building*
- *Payment of a bad debt, collection of improper payments*
- *Promotional and/or incentive materials (e.g., plaques, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, magnets, conference bags)*
- *Purchase of food/meals (unless part of required travel per diem costs)*
- *Vehicle Purchase*

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of Immunization-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2023

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 2

Period of Performance: July 1, 2023 through June 30, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work is to contract with local health to conduct activities to improve immunization coverage rates

Revision Purpose: The purpose of this revision is to add Program Specific Requirements in reference to unallowable costs.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change None	Total Allocation
FFY24 CDC VFC Ops	74310241	93.268	333.93.26	07/01/23	06/30/24	6,160	0	6,160
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**6,160**	**0**	**6,160**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Develop a proposal to improve immunization coverage rates for a target population by increasing promotion activities and collaborating with community partners (can use pre and post qualitative or quantitative collection methods Examples of qualitative & quantitative methods/measures: ▪ Surveys, Questionnaires, Interviews ▪ Immunization coverage rates expressed in percentages ▪ Observations (i.e., feedback from surveys/interviews, social media posts comments) ▪ Analytic tools (i.e., google analytics measuring website traffic, page views etc.)	Written proposal summarizing project plan and method of assessing/observing change in target population. (Template will be provided)	August 1, 2023	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	Upon approval of proposal, implement the plan to increase immunization coverage rates with the target population identified.	Written report describing the progress made on reaching milestones for activities identified in the plan (template will be provided)	November 30, 2023 March 31, 2024	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3	Develop final report to include comparison of change or improvement of targeted outcome from start of the project/intervention [This can be short-term or intermediate outcomes with overall goal to increase immunization rates] Examples: ▪ Increased partner knowledge on immunization guidelines ▪ Change in attitudes about childhood vaccines ▪ Increase in school district immunization coverage rates	Final written report including measured and/or observed outcomes [what was achieved as a result of the activity/intervention?]. (Template will be provided)	June 15, 2024	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

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Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
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To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Unallowable Costs:
There are limitations from the funding source on allowable costs for this contract. If the contractor is unsure if a cost is allowable, they should contact the contract manager for approval of the cost prior to making the purchase or charge.

- *Advertising costs (e.g., conventions, displays, exhibits, meetings, memorabilia, gifts, souvenirs)*
- *Alcoholic beverages*
- *Building, purchases, construction, capital improvements*
- *Clinical care (non-immunization services)*
- *Entertainment costs*
- *Fundraising Cost*
- *Goods and services for personal use*
- *Honoraria*
- *Independent Research*
- *Land acquisition*

- *Legislative/lobbying activities*
- *Interest on loans for the acquisition and/or modernization of an existing building*
- *Payment of a bad debt, collection of improper payments*
- *Promotional and/or incentive materials (e.g., plaques, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, magnets, conference bags)*
- *Purchase of food/meals (unless part of required travel per diem costs)*
- *Vehicle Purchase*

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of People Services-HR-Public Health Infrastructure Grant - Effective January 1, 2024

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: January 1, 2024 through December 31, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work is to provide funding to establish, expand, train, and sustain the LHJ public health workforce in accordance with the CDC Public Health Infrastructure Grant (PHIG).

NOTE: The funding allocation in this SOW is for the period of January 1, 2024 through June 30, 2025. Deliverables with due dates after December 31, 2024 are shown for informational purposes only. DOH intends to include any unspent funding in a new SOW in the next consolidated contract term beginning January 1, 2025 for continuation of this project through June 30, 2025.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 PH Infrastructure Comp A1-LHJ	92321223	93.967	333.93.96	01/01/24	12/31/24	0	200,000	200,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**200,000**	**200,000**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Submit names, position titles, email addresses and phone numbers of key LHJ staff responsible for this statement of work, including management, program staff, and accounting and/or financial staff.	Submit information by March 15, 2024, and any changes within 30 days of the change.	March 15, 2024 Within 30 days of the change.	Reimbursement for actual costs not to exceed total funding allocation amount.
2	Develop a plan to use these funds for one or more of the allowable costs listed below.	Implementation Plan	June 30, 2024, or sooner.	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Submit plan to the DOH Program Contact for review and prior approval as soon as possible. We want to be sure your planned activities are allowable, and we will be able to reimburse you for the expenses. Funding is intended to establish, expand, train, and sustain public health staff to support LHJ prevention, preparedness, response, and recovery initiatives. These include the following short-term outcomes: increased hiring of diverse public health staff, increased retention of existing public health staff, and improved workforce systems and processes. Washington will also move toward the following intermediate outcome measures as part of this Workforce initiative: increased size [and capabilities] of the public health workforce, increased job satisfaction, stronger public health foundational capabilities, and increased reach of public health services. Ultimately, these workforce investments will support accelerated prevention, preparedness, and response to emerging threats, and improved other public health outcomes. Funding can be used for permanent full-time and part-time staff, temporary or term-limited staff, fellows, interns, contractors, and contracted employees. Allowable costs include: • Costs, including wages and benefits, related to recruiting, hiring, and training of new or existing public health staff. • Purchase of supplies and equipment to support the expanded and/or current workforce and any training related to the use of supplies and equipment. • Training and education (and related travel) for new and existing staff on topics such as incident management training, health equity issues, working with underserved populations, cultural competency, disease investigations, informatics or data management, or other needs identified by the LHJ. • Costs of contractors and contracted staff. Notes: • Preapproval from DOH is required to contract with these funds. • Preapproval is required for the purchase of equipment. (Equipment is a tangible item with an original per-unit cost of $5,000 or more.)	Requests for approval of contracts and/or equipment.	As needed	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	Data collection, as applicable, based on activities LHJ has completed during the reporting period. Data collection includes: • Total new hires • Describe challenges or experiences that have impacted progress toward achieving set hiring goals. • Describe promising practices or activities that should be considered for sustained funding. • Explain your approach and mitigation plans to address challenges in meeting these hiring goals. • Health Equity – Identify metrics to address Diversity, Equity, and Inclusion (DEI) in hiring. • Existing Staff budget for this funding. Note: Reporting periods are - January 1, 2024–June 30, 2024, July 1, 2024–December 31, 2024, and January 1, 2025–June 30, 2025.	Data on form provided by DOH.	July 10, 2024 January 10, 2025 July 10, 2025	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
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To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Follow all Federal requirements for use of Federal funds:
Code of Federal Regulations (CFR), Title 2, Subtitle A, Chapter II, Part 200
Uniform Administrative Requirements, Cost Principle, and Audit Requirements for Federal Awards
eCFR: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The following expenses are not allowable with these funds:
- Clothing (except for vests to be worn during exercises or responses).
- Food or beverages.
- Incentives.
- Items to be given to community members (members of the public).

- Salaries at a rate more than Executive Level II (Federal Pay Scale).
- Vehicles (with preapproval, funds may be used to lease vehicles).

Preapproval from DOH is required to use these funds for:

- Contracting.
- Purchasing equipment. (Equipment is a tangible item with an original per-unit cost of $5,000 or more.)
- Disposition of equipment with a current value of $5,000 or more.
  (Equipment is a tangible item with an original per-unit cost of $5,000 or more.)
- Leasing vehicles.
- Out of state travel.

Note: Preapproval is no longer required for paying overtime.
See also DOH *A19 Documentation Matrix* for additional expenses that may require preapproval.

BILLING

All expenses on invoices must be related to statement of work tasks.

Submit invoices monthly on a signed A19 with backup documentation appropriate for risk level. DOH will provide A19 and risk level.

- If your invoice includes indirect costs, you must have an indirect rate cost agreement approved by DOH.
- If you have no expenses related to this contract for a month, let your DOH Primary Point of Contact know via email.
- Submit final billing within 60 days of the end of the contract period.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services
Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 6

Period of Performance: January 1, 2022 through December 31, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose is to provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

Revision Purpose: To add FFY24 and FFY25 USDA WIC CLIENT SVS CONTRACTS funds and increase caseload.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 USDA WIC CLIENT SVS CONTRACTS	76101234	10.557	333.10.55	01/01/22	09/30/22	183,775	0	183,775
FFY23 USDA WIC CLIENT SVS CONTRACTS	76101244	10.557	333.10.55	10/01/22	09/30/23	232,638	0	232,638
FFY22 USDA FMNP PROG MGMT	76540237	10.572	333.10.57	05/01/22	09/30/22	572	0	572
FFY23 USDA WIC PROG MGMT CSS	76101242	10.557	333.10.55	01/01/23	09/30/23	2,800	0	2,800
FFY24 USDA WIC CLIENT SVS CONTRACTS	7610124B	10.557	333.10.55	10/01/23	09/30/24	62,739	194,688	257,427
FFY23 USDA FMNP MGMT	76540248	10.572	333.10.57	06/01/23	09/30/23	598	0	598
FFY25 USDA WIC CLIENT SVS CONTRACTS	76101251	10.557	333.10.55	10/01/24	12/31/24	0	64,225	64,225
						0	0	0
TOTALS						**483,122**	**258,913**	**742,035**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	**WIC Nutrition Program**			See "Billing Requirements" below.
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at state WIC office. The Department of Health (Department) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when: 1. Unanticipated funding situations occur. 2. Reallocations are necessary to redistribute caseload statewide. 3. Caseload declines.	Outcomes based on monthly participation data from state WIC caseload management reports.	**Authorized participating caseload for January 2022 through December 2024 = 915** **Revised authorized participating caseload for January 2023 through December 2024 = 795**	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			Revised authorized participating caseload for July 2023 through December 2024 = 840 **Revised authorized caseload for October 2023 through December 2024 = 865** ***Revised authorized caseload for January 2024 through December 2024 = 900***	
1.2	Submit the annual Nutrition Services Plan for each year of the contract.	Nutrition Services Plan	First year due 9/30/22 Second year due 9/30/23	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the contract.	Nutrition Services Expenditure Report	11/30/22 11/30/23	Payment withheld if not received by due date.
1.4	Tell participants about other health services in the agency. If needed, develop written agreements with other health care agencies and refer participants to these services.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.5	Provide nutrition education services to participants and caregivers in accordance with federal and state requirements.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.6	Issue WIC benefits while assuring adequate WIC card security and reconciliation.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.8a	Submit entire WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract	Budget Workbook	First year due 9/30/22 Second year due 9/30/23	
1.8b	Submit Rev-Exp Report spreadsheet from the WIC Budget Workbook monthly with A-19	Revenue and Expense Report and A-19	First year due monthly through December 31, 2022 Second year due monthly through December 31, 2023	
2	**Breastfeeding Promotion**			See "Billing Requirements" below.
2.1	Provide breastfeeding promotion activities in accordance with federal and state requirements.	Status report of chosen activities in Nutrition Services Plan. Documentation must be available for review by WIC monitor staff.	First year due 11/30/22 Second year due 11/30/23 Biennial WIC Monitor	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects: ▪ Provide staff, health care providers and community partners virtual breastfeeding training resources. ▪ Work with employers who likely employ low-income people to create worksite environments that support breastfeeding. ▪ Work with birthing hospitals to improve maternity care practices that affect WIC participant breastfeeding rates. ▪ Provide participants access to lactation consultants. Other projects will need pre-approval from the State WIC Office	Status report of chosen activities in Nutrition Services Plan. Documentation must be available for review by WIC monitor staff.	First year due 8/30/22 Second year due 8/30/23 Biennial WIC Monitor	
3	**Farmers Market Nutrition Program (FMNP)**			See "Billing Requirements" below.
3.1	Distribute all Farmers Market Nutrition Program checks to eligible WIC participants between June and September 30 of current year.	Send completed readable copy of FMNP check registers to State WIC office on a weekly basis following FMNP procedures. Documentation must be available for review by WIC monitor staff.	Weekly June-Sept. 2022 and June-Sept. 2023 All sent by Oct. 1, 2022 and by Oct. 1, 2023 Biennial WIC Monitor	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

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To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements
Program Manual, Handbook, Policy References:
The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

- WIC Federal Regulations, USDA, and FNS 7CFR Part 246.
- Washington State WIC Nutrition Program Policy and Procedure Manual
- Office of Management and Budget, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200
- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248

- Other directives issued during the term of the contract

Staffing Requirements:
The LHJ shall:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine participant eligibility, prescribe an appropriate food package and offer nutrition education based on the participants' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk participants, to include development of a high-risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.
- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The Breastfeeding Coordinator must be an International Board Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

Restrictions on Funds:
The LHJ shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Special References:
What is the WIC program?

1. The WIC program in the state of Washington is administered by the Department of Health.
2. The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.
3. Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, participants, persons acting on behalf of a participant, and retailers. They are designed to promote:
   a. High quality nutrition services;
   b. Consistent application of policies and procedures for eligibility determination;
   c. Consistent application of policies and procedures for food benefit issuance and delivery; and
   d. WIC program compliance.
4. The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.
5. The WIC program may impose sanctions against WIC participants for not following WIC program rules stated on the WIC rights and responsibilities.
6. The WIC program may impose monetary penalties against persons who misuse WIC benefits or WIC food but who are not WIC participants.

Monitoring Visits:
Program and fiscal monitoring are done on a biennial (every two years) basis and are conducted onsite.
The LHJ must maintain on file and have available for review, audit and evaluation:

- All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- Program requirements
- Nutrition education
- All financial records

Assurances/Certifications:

1. **Computer Equipment Loaned by the Department of Health WIC Nutrition Program**
In order to perform WIC program activities, the Department requires computer equipment, such as computers, signature pads, document scanners, card readers and printers to be in local WIC clinics or to be transported to mobile clinics. This equipment ("Loaned Equipment") is owned by the Department and loaned to the local agency (Contractor). The Loaned Equipment is supported by the Department. This equipment shall be used for WIC business only or according to WIC Policy and Procedures.

An inventory of Loaned Equipment is kept by the Department. Each time Loaned Equipment is changed, the parties shall complete the Equipment Transfer Form and the Department updates the inventory. A copy of the Transfer Form will be provided to the contractor. Copies of the updated inventory list may be requested at any time.

The LHJ agrees to:

a. Defend, protect and hold harmless the Department or any of its employees from any claims, suits or actions arising from the use of this Loaned Equipment.
b. Assume responsibility for any loss or damage from abnormal wear or use, or from inappropriate storage or transportation. The Department may enforce this by:
   1) Requiring reimbursement from the LHJ of the value of the Loaned Equipment at the time of the loss or damage.
   2) Requiring the LHJ to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by the Department), or
   3) Assertion of a lien against the Contractor's property.
c. Notify the Department immediately of any damage to Loaned Equipment.
d. Notify the Department prior to moving or replacing any Loaned Equipment.

The Department recommends Contractors carry insurance against possible loss or theft.

2. **Civil Rights Assurance**
   a. The LHJ shall perform all services and duties necessary to comply with federal law in accordance with the following Civil Rights Assurance.
   b. "The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
   c. "By accepting this assurance, the Program applicant agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the Program applicant."

3. **2CFR 200**
The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 2CFR part 200, the debarment and suspension requirements of 2CFR part 200.213, if applicable, the lobbying restrictions of 2CFR part 200.245, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

Billing Requirements:

1. Definitions
Contract Period: January 1, 2022 - December 31, 2024
Contract Budget Period: The time period for which the funding is budgeted.
- There are four federal budget periods

January 1, 2022 through September 30, 2022;
October 1, 2022 through September 30, 2023;

October 1, 2023 through September 30, 2024;
October 1, 2024 through December 31, 2024.

2. Billing Information:
   a. Billings are submitted on an A-19-1A invoice. These invoices are provided by the Department in the WIC Budget Workbook and include accounting codes for different budget categories.
   b. A-19s are submitted monthly and must be received by the Department within 60 days following the close of each calendar month. Additional A-19s may be submitted at any time, but must be received within 90 days of the close of the federal budget period.
   c. Funds are allocated by budget categories and by federal budget periods (refer to the budget spreadsheet).
   d. Funds are encumbered or spent only during the budget period; no carry forward from previous time periods or borrowing from future time periods is allowed.
   e. Payments are limited to the amounts allocated for the budget period for each budget category.
   f. Billings are based on actual costs for completed activities. Advance payments are not allowed. Back up documentation must be retained by the LHJ and available for inspection by the Department or other appropriate authorities.
   g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
   h. If billing for indirect costs, a Cost Allocation Plan or Federal Indirect Cost Agreement must be submitted prior to payment.

Special Instructions:
The LHJ shall:
1. Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
2. Provide, as necessary, a single audit in accordance with the provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This circular requires all recipients and sub-recipients of federal funds to have a single audit performed should they spend $750,000 or more of federal grants or awards from all sources. Contractors spending less than $750,000 in federal grants or awards may also be subject to audit.
3. Use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC participants. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC participants.

SPECIAL REQUIREMENTS			
Contract Funding Period	**Time Period special requirement funds are available**	**Amount**	**Special Requirement Description**
January 2022 to September 2024	January 2022 to September 2022	$2,800	Added in the USDA WIC Client Services Contracts category to cover training and travel expenses for all local WIC staff to participate in WIC-related trainings.
January 2023 - September 2023	January 2023 - September 2023	$2,800	This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits or contractor), and other approved WIC training expenses.
October 2023 - September 2024	October 2023 - September 2024	$3,000	This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits for part-time or contractors), and other approved WIC training expenses.

Other:
Any program requirements that are not followed may be subject to corrective action and may result in monetary fines or repayment of funds.

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AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) FEB 20 2024

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date: February 12, 2024**

REGULAR AGENDA ☒ **Meeting Date: February 20, 2024**

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 11331-23 - LTP

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached amendment between the Department of Social and Health Services and Clallam County Health and Human Services extends the time period for the advance funding that DSHS-Division of Developmental Disabilities provides to Clallam County Health and Human Services for payment services to DD providers. There are not any funding changes. The extended agreement period is from July 1, 2023, to June 30, 2024.

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?)
Please review and approve.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: February 7, 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)

DSHS Amendment LTP
Revised: 3-04-2019

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

11331-23-LTP

Washington State Department of Social & Health Services

Transforming lives

COUNTY PROGRAM AGREEMENT

Working Advance Long-Term Payable

DSHS Agreement Number: 2363-50841

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number:

County Agreement Number:

DSHS ADMINISTRATION	DSHS DIVISION	DSHS INDEX NUMBER	DSHS CONTRACT CODE
Facilities, Finance and Analytics Administration	Financial Services	1215	8030CS-63

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Rebecca Doane Office Chief	PO Box 45842 Olympia WA 98504-5842

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL
(360)763-2977	Click here to enter text.	rebecca.doane@dshs.wa.gov

COUNTY NAME	COUNTY ADDRESS
Clallam County	111 E 3RD ST Port Angeles WA 98362

COUNTY CONTACT NAME: Kevin LoPiccolo

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(360) 417-2523	(360) 452-9605	kevin.lopiccolo@clallamcountywa.gov

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	ASSISTANCE LISTING NUMBERS
No	

PROGRAM AGREEMENT START DATE	PROGRAM AGREEMENT END DATE	MAXIMUM PROGRAM AGREEMENT AMOUNT
07/01/2023	06/30/2024	**Based on Annual Review**

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED

DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
	Cindy Carroll, Contract Consultant DSHS Central Contracts and Legal Services	

Approved as to form only by

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

SPECIAL TERMS AND CONDITIONS

1. Definitions

a. "Commingle" is the act of mixing the funds and/or Long-Term Payables for one program with the funds of another program.

b. "Documentation of Funds form" (DOF) is a form provided to the County each year by DSHS on which the County records qualifying previous year expenditures from which DSHS can appraise and evaluate the amount of the existing Long-Term Payable or appropriate adjustments.

c. "Long-Term Payable" means funds provided by DSHS to the County in anticipation of specific client services provided by the County. The County shall not be allowed to retain any overage of the Long-Term Payable funds if the County does not actually provide the anticipated services during the given timeframe. Long-Term Payable funds are to be reconciled by April 30 of each year and any funds not fully utilized shall be refunded to DSHS by **May 31** of each year.

2. Purpose

a. It is the purpose of this Agreement to specify the procedure by which DSHS will assess and, if necessary, adjust the Long-Term Payable it provides to the County.

b. Funds to support contracts for the following DSHS programs may be included in a Long-Term Payable: Developmental Disabilities Administration (DDA) and/or Aging and Long-Term Support Administration (ALTSA).

3. Statement of Work

a. County Responsibilities

(1) The County shall submit to DSHS by **May 1**, on forms provided by DSHS, a completed Documentation of Funds form (DOF) from which DSHS shall assess whether or not an adjustment to the amount of the Long-Term Payable provided to the County is warranted.

(a) DSHS will consider whether a completed DOF was submitted by the date identified above in determining whether this agreement will be renewed in the future.

(2) The County shall exclude all amounts related to its Prepaid Inpatient Health Plan expenditures from its DOF.

(3) The County shall repay to DSHS all of the Long-Term Payable funds received from DSHS that exceed the amount that DSHS determines is warranted. Repayment requirements shall be based upon DSHS assessment of the most recent annual DOF submitted by the County to DSHS. Any Long-Term Payable funds not fully utilized by the County, as determined by DSHS through the DOF process, shall be refunded to DSHS by **May 31** of each year.

(4) The County shall only utilize Long-Term Payable funds for the DSHS program or service for which the funds were originally designated. Long-Term Payable funds may not be commingled between or among programs or services.

(5) Any interest the County earns on the Long-Term Payable funds shall only be utilized for the DSHS programs or services for which the funds were originally designated. Long-Term Payable interest shall not be used for programs or services unrelated to the client services anticipated by this Agreement.

(6) The County shall record the Long-Term Payables in its financial records.

b. DSHS Responsibilities

(1) DSHS shall assess the DOF submitted by the County to determine if, during the term of this Agreement, any adjustment to the original two month Long-Term Payable provided to the County is warranted.

(2) Adjustment may include DSHS request for repayment by County of any Long-Term Payable amounts previously paid to County that are in excess of the amount currently warranted.

4. Termination

In the event that this Agreement, or a program contract listed in 2.b. above, is terminated prior to completion, DSHS shall take all available steps to recover any Long-Term Payable determined to be an overpayment and the County shall fully cooperate during the recovery process.

2h

AGENDA ITEM SUMMARY

FEB 20 2024

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: February 20, 2024**

REGULAR AGENDA ☒ **Meeting Date: February 20, 2024**

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # ED24OIE0G0085

☐ 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)

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.

Subaward agreements to start specific projects follow. It has taken a long time to receive our contract from EDA and many of these projects are research needed to further develop our strategy and need to get moving right away and therefore we are bringing them all forward in this 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 EDA Contract 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

Date submitted: February 14, 2024

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

EDA

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

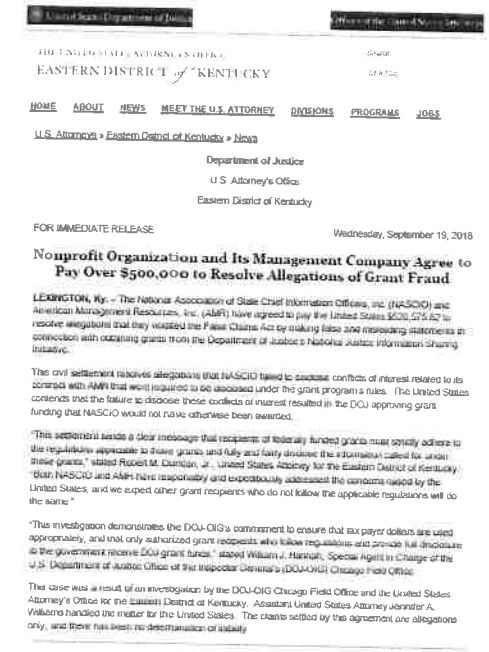
Allegations Included:

- 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, 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 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 these 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 this agreement are allegations only, and there has been no determination of liability.

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

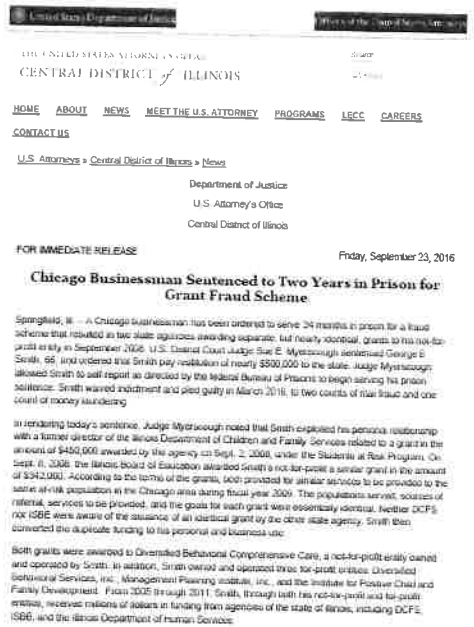
Allegations Included:

- 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, 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 a 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 existence 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.

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

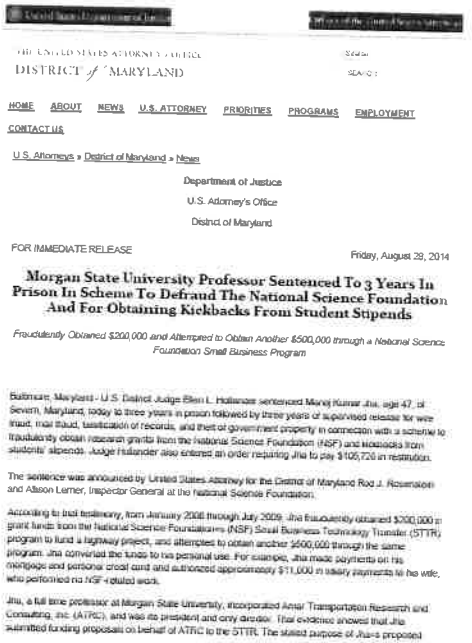
Double-click below for more information

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



DISTRICT of MARYLAND

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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 $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 authorized 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. Trial evidence showed that Jha submitted funding proposals on behalf of ATRC to the STTR. The stated purpose of Jha's proposed

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 period 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

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.

_____

Entity Name

_____

Position Title

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.

---

[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**

AGENDA ITEM SUMMARY

FEB 21 2024

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: February 20, 2024**

REGULAR AGENDA ☒ **Meeting Date: February 20, 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:

Request Approval of Strategy Development Grant award contract by US Department of Commerce/Economic Development Administration (EDA) – SUBAWARD to Clallam County Economic Development Council (EDC)

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.

EDC will be providing the Economic Impact and Feasibility Analysis in Item 4. They will by employing Dr. Dan Underwood to lead this research project.

It has taken a long time to receive our contract from EDA and the timeline to complete this require this contract to movie forward right away and therefore we are bringing it with the others forward in this 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 EDA Contract 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, Colleen McAleer-Clallam EDC

Date submitted: February 14, 2024

RECOMPLETE – 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 Clallam County Economic Development Council (Federal Tax ID 91-1167253, UEI #V157ENJSPDN7), an Associate Economic Development Organization ("ADO") within Clallam County ("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) PAEG Research - Hiring consultant Washinton State University (WSU) to perform needed research on the PAEG population using data from Employment Security Dept (ESD) and Dept of Social & Health Services (DSHS);
(2) Barrier Assessment & Development – Convene and coordinate multiple social services agencies to inventory resources available and barriers they deem need to be addressed. Develop guidance for how to effectively create navigator services to reduce barriers. Develop an PAEG outreach program;
(3) Development of Workforce Training Program – Convene Tribal and Non-Tribal representatives from education and industry to prioritize training opportunities that meet business demand. Conduct a study of proposed programs focused on analyzing type of jobs that projects create and whether these Good Jobs are appropriately acce3ssible to people in the PAEG;
(4) Economic Impact & Feasibility Analyst – Conduct economic analysis and feasibility studies including the direct, indirect and induced job growth associated with project in NOPRC's Recompete Plan;
(5) Zoning Efforts – Update the Glen Cove Special Study from 1999 including Environmental Impact Statement. Planning work will include public outreach; and

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

WHEREAS, the Subrecipient, a member of the NOPRC, has been tasked with the Economic Impact and Feasibility Analysis for the 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 Economic Impact & Feasibility Studies 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 $200,000 for the Economic Impact & Feasibility Studies 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 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 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
Clallam County Economic Development Council
Attn: Colleen McAleer, Executive Director
PO Box 1085
338 W. First Street, Suite 105
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: Colleen McAleer

Its: Executive Director

DATED this 14th day of February, 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 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

EDA

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

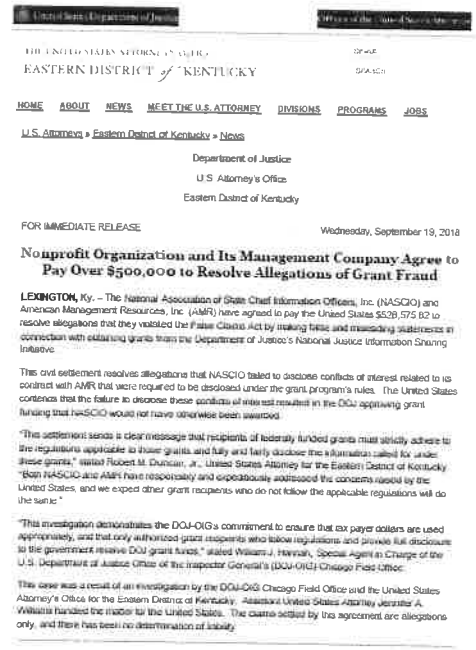
Allegations Included:

- 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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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 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.

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 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 this agreement are allegations only, and there has been no determination of liability.

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

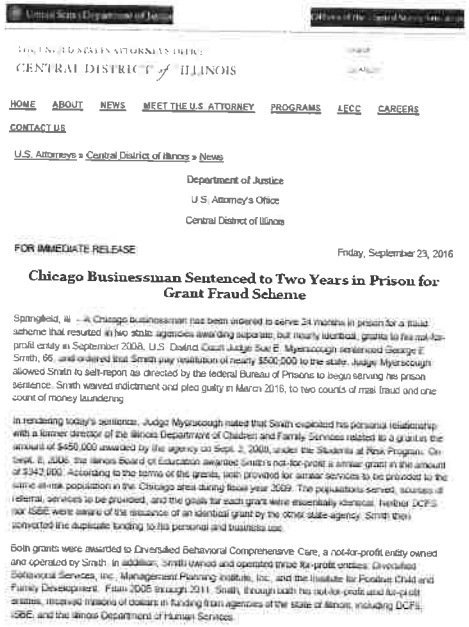
Allegations Included:

- 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 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.

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 $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 at 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 authorized 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 Amer Transportation Research and Consulting, Inc. (ATRC), and was its president and only director. Trial evidence showed that Jha submitted funding proposals on behalf of ATRC to the STTR. The stated purpose of Jha's proposed

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 period 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

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.

_____

Entity Name

_____

Position Title

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

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.

_____

Entity Name

_____

Position Title

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

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.

_____

Entity Name

_____

Position Title

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

Clallam EDC Statement of Work for Economic Analysis & Feasibility Studies:

Purpose

- Conduct economic analysis and feasibility studies including the direct, indirect, and induced job growth associated with projects in NOPRC's Recomplete Plan. Preliminary Economic Analysis Reports to help guide program and project development will be provided and included in the Recomplete Plan as the Task Force moves forward with their proposal.
- Final report will follow on projects moving forward in plan.

Economic Analysis of Projects:

- For each of the following projects assess and analyze existing documentation and studies as appropriate.
- Clallam EDC will receive from Project Proposers an explanation of how PAEGs will be identified and trained for a successful transition to related jobs. Proposers will provide commitment letters from employers for each project. This explanation should include how many jobs over the 5-year period and the entry wage and projected progression wage.
- Conduct impact analysis on how many jobs will be created by their proposed project, including indirect and induced jobs, that include the following:
  - *Port Townsend Boatyard*
  - *Composite Recycling Technology Center (CRTC) ADU Manufacturing Facility*
  - *Natural Resources Innovations Center (NRIC)*
  - *Barging*
  - *Forks Industrial Park*
  - *New projects to be determined.*

Assessment Analysis:

- Establish how we will evaluate the effectiveness of the navigation program in transitioning PAEGs into the labor force.
- Establish how we will evaluate the effectiveness of specialized *short term* workforce training programs to move PAEGs into the labor force.
- Establish how we will evaluate the effectiveness of specialized *long term* workforce training programs to move PAEGs into the labor force.

Budget: Not to exceed $200,000

Timeline:

- Start date February 1, 2024.
- Preliminary Analysis complete by March 31, 2024.
- Approximate End date: May 31, 2024

25

FEB 20 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: February 20, 2024**

REGULAR AGENDA ☒ **Meeting Date: February 20, 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:

Request Approval of Strategy Development Grant award contract by US Department of Commerce/Economic Development Administration (EDA) – SUBAWARD to Jefferson County.

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.

Jefferson County will be providing the Zoning Efforts for Glen Cove in Item 5.

It has taken a long time to receive our contract from EDA and the timeline to complete this require this contract to movie forward right away and therefore we are bringing it with the others forward in this 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 EDA Contract 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, Jefferson County

Date submitted: February 14, 2024

RECOMPLETE – 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 Jefferson County (Federal Tax ID 91-6001322, UEI #FGN7DDMJA7H7), a Washington political subdivision ("Subrecipient").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2024.

SUBRECIPIENT

By: _____

Print Name: _____

Its: _____

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 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

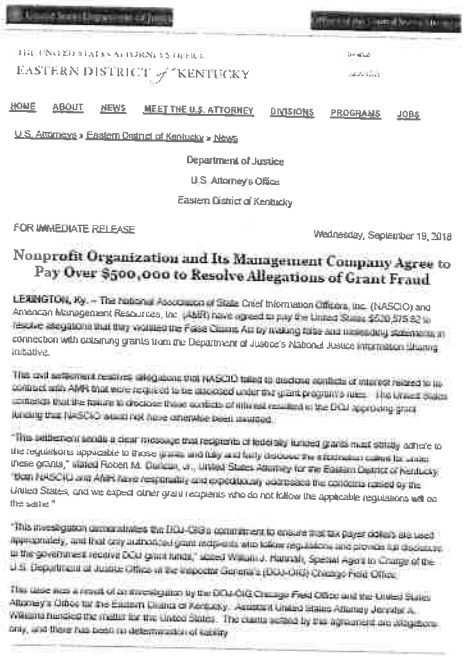
Allegations Included:

- 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



EASTERN DISTRICT of KENTUCKY

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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 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 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 this 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

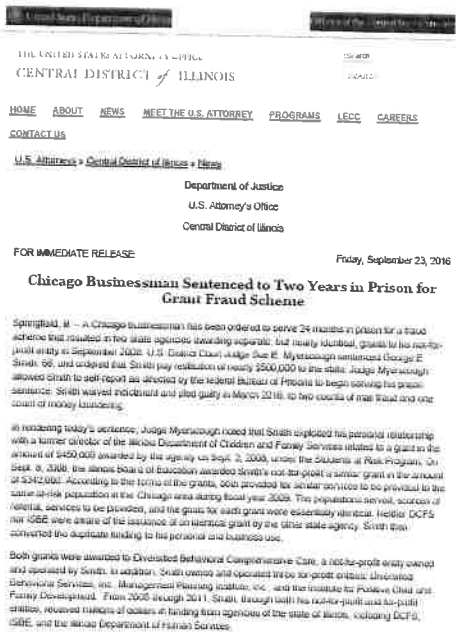
Allegations Included:

- 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



THE UNITED STATES ATTORNEY'S OFFICE
CENTRAL DISTRICT of ILLINOIS

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Central District of Illinois

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 on March 20 th, 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 existence 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

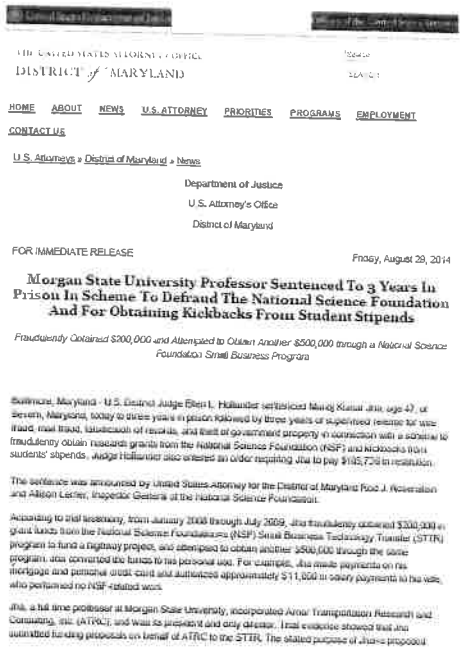
Allegations Included:

- 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 $300,000 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 Neeraj 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 $300,000 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 authorized 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 Arrow Transportation Research and Consulting, Inc. (ATRC), and was its president and only director. Trial 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).

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

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.

_____

Entity Name

_____

Position Title

EDA Award Number _____ **Certificate Three**

ATTACHMENT B

Authorized Scope of Work

Recompete Pilot Program – Strategy Development Grant

Executive Summary:

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

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

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

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

Summary of Activities:

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

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

2K

AGENDA ITEM SUMMARY

FEB 20 2024

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: February 20, 2024**

REGULAR AGENDA ☒ **Meeting Date: February 20, 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:

Request Approval of Strategy Development Grant award contract by US Department of Commerce/Economic Development Administration (EDA) – SUBAWARD to Peninsula College.

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.

Peninsula College will be providing the Development of the Workforce Training Program in Item 3.

It has taken a long time to receive our contract from EDA and the timeline to complete this require this contract to movie forward right away and therefore we are bringing it with the others forward in this 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 EDA Contract 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, Suzy Ames-Peninsula College

Date submitted: February 14, 2024

RECOMPLETE – 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 Peninsula College (Federal Tax ID 91-0824213, UEI # NM7EFNJ4N179), a Washington State public community college within Clallam County ("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, the 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) PAEG Research - Hiring consultant Washinton State University (WSU) to perform needed research on the PAEG population using data from Employment Security Dept (ESD) and Dept of Social & Health Services (DSHS);
(2) Barrier Assessment & Development – Convene and coordinate multiple social services agencies to inventory resources available and barriers they deem need to be addressed. Develop guidance for how to effectively create navigator services to reduce barriers. Develop an PAEG outreach program;
(3) Development of Workforce Training Program – Convene Tribal and Non-Tribal representatives from education and industry to prioritize training opportunities that meet business demand. Conduct a study of proposed programs focused on analyzing type of jobs that projects create and whether these Good Jobs are appropriately acce3ssible to people in the PAEG;
(4) Economic Impact & Feasibility Analyst – Conduct economic analysis and feasibility studies including the direct, indirect and induced job growth associated with project in NOPRC's Recompete Plan;
(5) Zoning Efforts – Update the Glen Cove Special Study from 1999 including Environmental Impact Statement. Planning work will include public outreach; and

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

WHEREAS, the Subrecipient, a member of the NOPRC, has been task with research and design of the Workforce training program to be a critical component of the Phase 2 application. The County and Subrecipient desire to enter into this Agreement so that the County may provide SDG Funding for appropriate and qualifying expenditures by the Subrecipient for Development of Workforce Training Program in support of NOPRC Phase 2 application.

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

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

2. SDG Funds. The County agrees to provide the Subrecipient a total sum not to exceed $25,000 for the Development of the Workforce Training program 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 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
Peninsula College
Attn: Suzy Ames, President
1502 East Lauridsen Blvd
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 EDA in connection with the use of SDG Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

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

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

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

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

DATED this _____ day of _____, 2024.

SUBRECIPIENT

By: _____

Print Name: Suzy Ames

Its: President

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 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**	**$ -**	**$ -**	
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

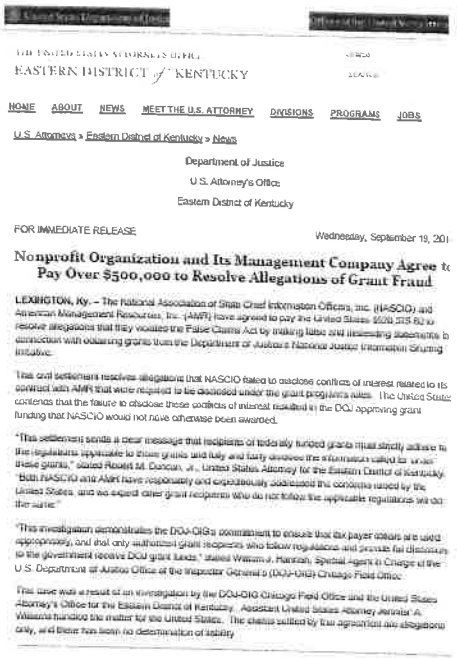
Allegations Included:

- 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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FOR IMMEDIATE RELEASE

Wednesday, September 19, 201

Nonprofit Organization and Its Management Company Agree t 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 these grants," stated Robert M. Duncan, Jr., United States Attorney for the Eastern District of Kentucky. "Both NASCIO and Alert have cooperated 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. Harrison, 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. Wilkerson handled the matter for the United States. The claims settled by this 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

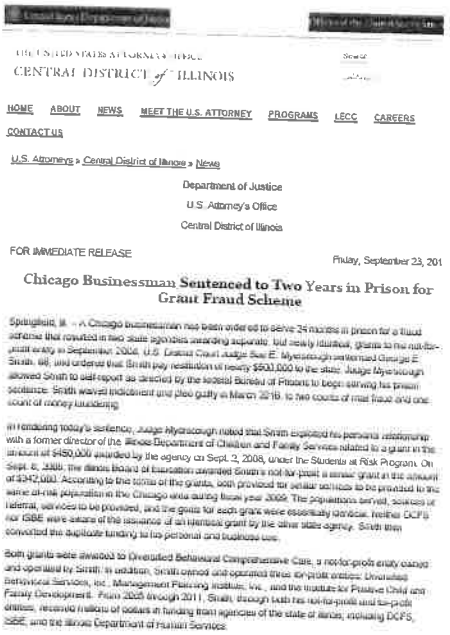
Allegations Included:

- 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, 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, 68, 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 in the same at-risk population in the Chicago area during fiscal year 2009. The populations served, services or referral, services to be provided, and the goals for each grant were essentially identical. Neither DCFS nor ISBE were aware of the existence 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

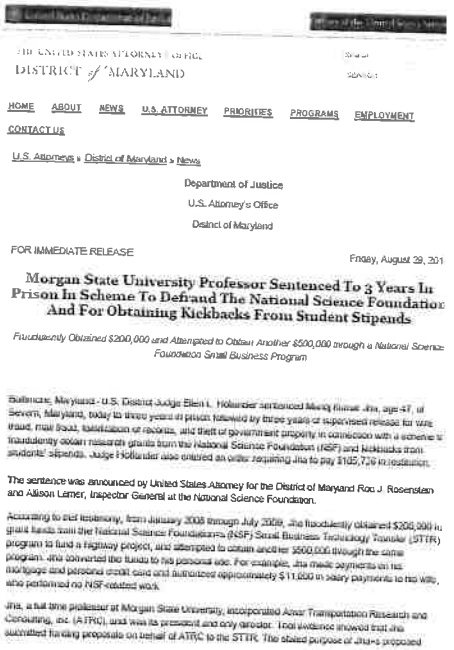
Allegations Included:

- 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, 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 Meng Ilimasi Jita, age 47, of Severn, Maryland, today to three years of 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 plea testimony, from January 2008 through July 2009, Jita 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. Jita converted the funds to his personal use. For example, Jita made payments on his mortgage and personal credit card and authorized 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 Amar 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 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

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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

SCOPE OF WORK

The Board or Commissioners is directing up to $25,000 to be disbursed to the Subrecipient to support the Development of Workforce Training Program in preparation for the Distressed Area Recompete Pilot Plan Phase 2 application and implementation. The Subrecipient will use funding to hire a consultant to perform these tasks outlined below:

Consultant scope of work:

Purpose

- Convene Tribal and non-Tribal representatives from education and industry across Clallam and Jefferson County to prioritize training opportunities that meet business demand. Assure the region's workforce solution offers focused job training using industry standards combined with innovative incentives and prospects to jobs that pay $26 or more (Good Jobs).

Strategies

- Interview representatives from Clallam/Jefferson County education (Peninsula College and NW Wooden Boat School) and industry to **prioritize training opportunities** and **educational delivery modes** that meet business demands. Industries to be researched include Marine Technology, Offshore Maritime, Natural Resources, Water & Wastewater Operations, Dental Hygiene. In addition, the consultant will interview a broad range of Tribal and non-Tribal industry leaders other than these identified industries to recommend additional viable workforce career opportunities leading to Good Jobs across the two-county region.
- Interview and/or conduct focus groups with community-based organizations and their clients, Tribes and Tribal Members to determine what barriers Prime Age Employment Group (PAEG) members will need to overcome to access and complete those training opportunities.

Areas of industry research:

- *Marine Technology* (Note: PC has significant work done in this area not to be duplicated)
    - Areas of focus: Marine Electrical, Systems, Propulsion, Fabrication, Finishing and Spill Response
    - Employers: Brix Marine, Westside marine, Platypus, Westport yachts, Marine Spill Response, StabiCraft, Hoh, Quileute, Makah, Port Gamble S'Klallam, Jamestown S'Klallam, and Lower Elwha Klallam, Yamaha Motor Corp, and Washington State Ferries
- *Offshore Maritime*

- Areas of focus: Boat Captain, Captain, Ferry Boat Captain, First Mate, Harbor Pilot, Mate, River Pilot, Ship Pilot, Tugboat Captain, Vessel Master, Sailor, Marine Oiler

- Employers: Marine Spill Response, Northwest Maritime Center, Arrow Marine, Tradesmen International, American Cruise Lines, Aramark, Pacific Northwest National Laboratories, Puget Sound Express, Hoh, Quileute, Makah, Port Gamble S'Klallam, Jamestown S'Klallam, and Lower Elwha Klallam. *Natural Resources*
  - Areas of focus: Forester, Natural Resource Specialist, others TBD
  - Employers: Department of Natural Resources, Hoh, Quileute, Makah, Port Gamble S'Klallam, Jamestown S'Klallam, and Lower Elwha Klallam., Natural Resources Innovation Center, others TBD
- *Water & Wastewater Operator*
  - Areas of focus: Water quality testing, others TBD
  - Employers: Hoh, Quileute, Makah, Port Gamble S'Klallam, Jamestown S'Klallam, and Lower Elwha Klallam., cities, private water system companies
- *Dental Hygiene* (Note: PC has significant work done in this area not to be duplicated)
  - Area of focus: Licensed dental hygienist
  - Employers: Local dentists, Hoh, Quileute, Makah, Port Gamble S'Klallam, Jamestown S'Klallam, and Lower Elwha Klallam.

Target population: Industry, Tribal and Non-Tribal representatives

- *Key Question*: What are the regional business demands that lead to good jobs? What training opportunities/skills are needed to prepare a workforce for these jobs?
- *Key industries*: Forest products, marine trades, manufacturing, construction, healthcare AND being open to other business demands that emerge as priorities through the research project
- *The goal of this part of the study is to answer the question*: Based on demand, what are the training priorities? What skills, format and wraparound supports are needed? (from industry-perspective)
- *Sample industry questions could include*:
  - What job titles and corresponding salaries do you expect to need in the next 5 years? 10 years?
  - What levels of education/training are required?
  - What kinds of hybrid programs could your organization support, such as students learning in class and on the job site?
  - What kind of support structure do you need, such as money for paid internships, an internship coordinator, etc.?
  - What kinds of equipment do students need to gain proficiency?
  - What challenges do you encounter related to workforce development?
  - What are the top three training needs you have related to workforce?

- What barriers do your employees/potential employees face in being successful in their jobs and/or completing training programs?

Target population: CBOs, Clients, Hoh, Quileute, Makah, Port Gamble S'Klallam, Jamestown S'Klallam, and Lower Elwha Klallam Tribes & Tribal Members

- *Key Question*: What incentives, structures, and supports are needed to move PAEG into training programs?
- *Key CBOs*: Department of Social and Health Services, area food banks, YMCA, others
- *Tribes*: Hoh, Quileute, Makah, Port Gamble S'Klallam, Jamestown S'Klallam, and Lower Elwha Klallam.
- *The goal of this part of the study is to answer the question*: What would allow people in the PAEG to access and complete training opportunities that lead to good jobs?
- *Sample CBO/Tribes questions could include*:
  - What learning environment would work allow the individual to start college? (In-person, weekend, evening, online, hyflex, hybrid, etc.)
  - What technology is needed to allow the individual to start college? (Laptop, hotspot, etc.)
  - What types of childcare is needed to allow the individual to start college? (Infant, toddler, after school, evenings)
  - What level of education is the individual starting at? (No high school diploma, English language learner, college-ready)
  - What keeps you from entering the workforce?
  - What do you need to be able to attend college/training program?
  - What challenges do you face when thinking of entering the workforce?

Target population: PC Workforce Development/NWSWBB Leaders

- *Key Question*: Based on industry priorities and feedback from CBOs/Clients on barriers to college/training, what innovative formats are feasible to deliver training in the most efficient way? What resources are needed?
- *The goal of this part of the study*: To identify innovative formats, incentives, and cost-effective delivery methods for training programs in priority industries.
- *Sample education questions could include*:
  - Based on industry feedback, what resources do you need to meet industry needs in these areas? Facilities, equipment, curriculum, student supports?
  - What challenges do you face when implementing new programs?
  - What resources do you need to implement industry-recommended programs?
  - Based on industry priorities and feedback from CBOs/Clients/Tribes/Tribal Members related to barriers to college/training, what innovative delivery formats might be feasible?

- How can you deliver training that meets industry standards in the most cost and time efficient way?

Budget: Not to exceed $25,000

Timeline:

- **Start date when Federal agency gives approval, likely end of January.**
- **End date: March 29, 2024**

2L

AGENDA ITEM SUMMARY

FEB 20 2024

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: February 20, 2024**

REGULAR AGENDA ☒ **Meeting Date: February 20, 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:

Request Approval of Strategy Development Grant award contract by US Department of Commerce/Economic Development Administration (EDA) – SUBAWARD to Washington State University (WSU)

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.

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 require this contract to movie forward right away and therefore we are bringing it with the others forward in this 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 EDA Contract 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: February 14, 2024

RECOMPLETE – 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 acce3ssible to people in the PAEG;
(4) Economic Impact & Feasibility Analyst – Conduct economic analysis and feasibility studies including the direct, indirect and induced job growth associated with project in NOPRC's Recompete Plan;
(5) Zoning Efforts – Update the Glen Cove Special Study from 1999 including Environmental Impact Statement. Planning work will include public outreach; and

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

WHEREAS, the Subrecipient 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 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
Washington State University
Social & Economic Sciences Research Center
Attn: Mary Boyd, Director of Administrative Services
PO Box 644014
Pullman, WA 99163-4014

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: Mary Boyd

Its: Director of Administrative Services – Office of Research

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 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

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

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

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

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

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

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

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

SECTION I – BUDGET INFORMATION

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

Authorized Budget

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

Non-Construction

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

SECTION II – STANDARD TERMS AND CONDITIONS

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

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

SECTION III – SPECIFIC AWARD CONDITIONS

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

SECTION IV – OTHER

ATTACHMENT 1

Authorized Scope of Work

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

Executive Summary:

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

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

Summary of Activities:

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

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

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

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

Authorized Staffing Plan

Staffing Plan - Budget

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

EDA

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

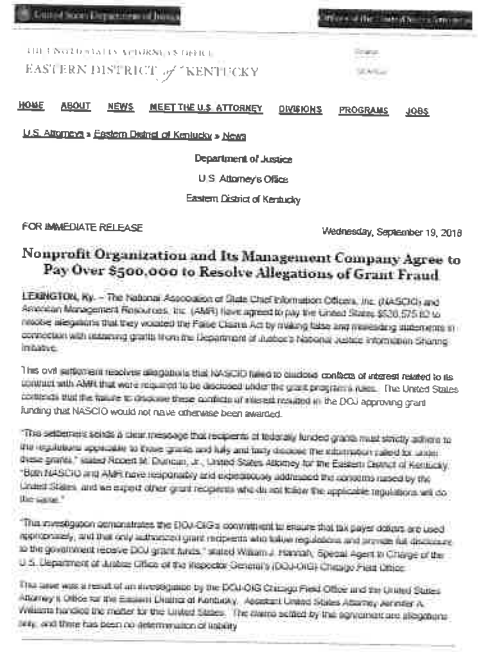
Allegations Included:

- 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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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 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 these 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 this agreement are allegations only, and there has been no determination of liability.

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

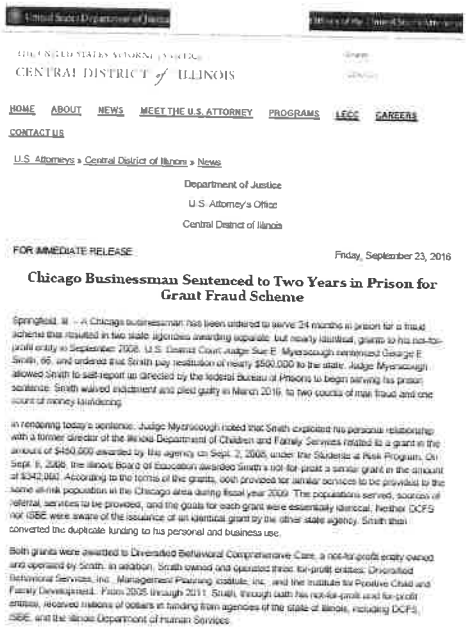
Allegations Included:

- 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 $480,000 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 a 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.

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

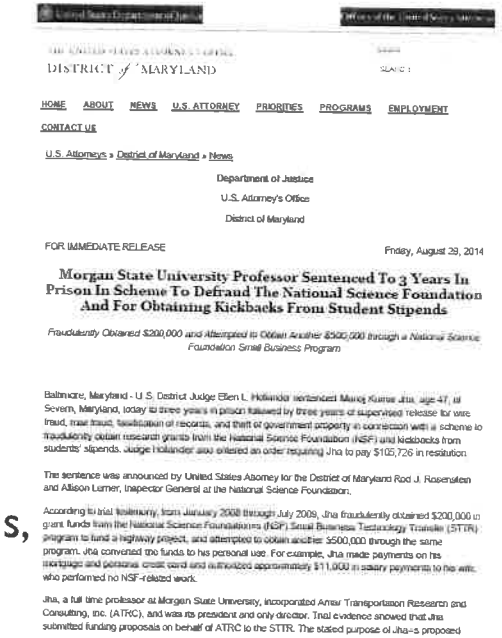
Allegations Included:

- 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 $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 at 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 authorized 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 Ames Transportation Research and Consulting, Inc. (ATRC), and was its president and only director. Trial evidence showed that Jha submitted funding proposals on behalf of ATRC to the STTR. The stated purpose of Jha's proposed

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.

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 period 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

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Office of Inspector General

Office of Investigations

OIG HOTLINE
Phone: (800) 424-5197

Online Complaint Form:
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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.

---

[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

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_____

Entity Name

_____

Position Title

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

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EDA Award Number _____ **Certificate Three**

ATTACHMENT B

SERVICE AGREEMENT & SCOPE OF WORK

WASHINGTON STATE UNIVERSITY

Social and Economic Sciences Research Center

January 9, 2024

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

The SESRC labor cost is charged at $107.89 per hour. We estimate 248 hours needed for this project. The total estimated cost is $26,757. The SESRC will issue a monthly invoice of the total hour worked. Estimated period of performance is January 01st to April 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.

WASHINGTON STATE UNIVERSITY

Social and Economic Sciences Research Center

January 9, 2024

TO: Angi Klahn
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Phone: 360.417.2235
angi.klahn@clallamcountywa.gov

FROM: Lena Le, Ph.D.
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3- Assist NOPRC with phase 2 proposal as needed.

Estimated costs

The SESRC labor cost is charged at $107.89 per hour. We estimate 248 hours needed for this project. The total estimated cost is $26,757. The SESRC will issue a monthly invoice of the total hour worked. Estimated period of performance is January 01st to April 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.

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AGENDA ITEM SUMMARY

FEB 20 2024

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

Department: Roads

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 2/20/24**

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 Open Bids

Documents exempt from public disclosure attached: ☐

Executive summary:
This item is the bid opening for the Carlsborg Road repaving project.

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 adopted 2024 Roads budget, and is grant funded through County Road Administration Board, REET, and County Road's funds.

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

That the Commisioners publicly open all bids received, if any, then refer them to Public Works for review, tabulation, & recommendation of award.

County Official signature & print name: Joe Donisi JOE DONISI

Name of Employee/Stakeholder attending meeting: Joe Donisi & Darby Twight

Relevant Departments: Public Works

Date submitted:

NOTICE OF INVITATION FOR BIDS

JAN 3 0 2024

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 East Fourth Street, Room 150, Port Angeles, Washington until 10:00 a.m., Tuesday, **February 20, 2024,** at which time they will be publicly opened and read aloud for:

Repaving Carlsborg Road between milepost 1.01 and milepost 1.76 and related work

Complete plans and specifications may be obtained from the office of the Public Works Department, Courthouse, 223 E. 4th St, Ste 6, Port Angeles, WA 98362, 360-417-2319. Questions regarding this project may be directed to Darby Twight at 360-417-2306.

The sealed bids must be clearly marked on the outside of the envelope **"BID PROPOSAL – CARLSBORG REPAVING".** Address Bid proposal to: Board of Clallam County Commissioners, 223 E. 4th St, Ste. 4, Port Angeles, WA 98362, or hand-deliver to 223 E. 4th St., Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will bids received by facsimile or e-mail.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070 and reserves the right to reject any and all bids and to waive informalities n the process or to accept the bid which in its estimation best serves the interests of Clallam County.

Clallam County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252,42 USC 2000d to 200d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, color, national origin, or sex in consideration for an award.

The attached contract plans, these contract provision and the Standard Specification for the above-described project are hereby

APPROVED THIS 30 DATE OF Jan., 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Loni Gores, Clerk of the Board

CLERK OF THE BOARD CLALLAM COUNTY COMMISSIONERS PORT ANGELES, WA

Please Publish: Peninsula Daily News - February 2nd, February 9th, & February 16th
Seattle Daily Journal of Commerce - February 2nd, February 9th, & February 16th

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AGENDA ITEM SUMMARY

FEB 20 2024

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

Department: Roads

WORK SESSION ☒ **Meeting Date: 2/12/24**

REGULAR AGENDA ☒ **Meeting Date: 2/20/24**

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

Item summary:

- ☐ Call for Hearing
- ☐ Resolution
- ☐ Draft Ordinance
- ☐ Contract/Agreement/MOU - Contract #
- ☐ Proclamation
- ☐ Final Ordinance
- ☐ Budget Item
- ☒ Notice of Invitation for Bids

Documents exempt from public disclosure attached: ☐

Executive summary:
This item is the Notification of Invitation to Bid for Clallam County Public Works Crush Contract. Work includes manufacturing, haul and delivery of crushed aggregate materials to County pits. Contract can be renewed up to two years by county and includes materials for the City of Port Angeles. The City of Port Angeles can purchase these materials from the county through an interlocal agreement.

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?)

Approve the Notice of Invitation to Bid

County Official signature & print name: Joe Donisi JOE DONISI

Name of Employee/Stakeholder attending meeting: Joe Donisi & Darby Twight

Relevant Departments: Roads

Date submitted: 2-6-24

NOTICE OF INVITATION FOR BIDS

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 East Fourth Street, Room 150, Port Angeles, Washington until 10:00 a.m., Tuesday, **March 5, 2024,** at which time they will be publicly opened and read aloud for:

Clallam County Chip Supply Contract and related work

Complete plans and specifications may be obtained from the office of the Public Works Department, Courthouse, 223 E. 4th St, Ste 6, Port Angeles, WA 98362, 360-417-2319. Questions regarding this project may be directed to Darby Twight at 360-417-2306.

The sealed bids must be clearly marked on the outside of the envelope "**BID PROPOSAL-2024 CRUSHING CONTRACT".** Address Bid proposal to: Board of Clallam County Commissioners, 223 E. 4th St, Ste. 4, Port Angeles, WA 98362, or hand-deliver to 223 E. 4th St., Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will bids received by facsimile or e-mail.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070 and reserves the right to reject any and all bids and to waive informalities n the process or to accept the bid which in its estimation best serves the interests of Clallam County.

Clallam County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252,42 USC 2000d to 200d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, color, national origin, or sex in consideration for an award.

The attached contract plans, these contract provision and the Standard Specification for the above-described project are hereby

APPROVED THIS _____ DATE OF _____, 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____

Mike French, Chair

ATTEST:

_____

Loni Gores, Clerk of the Board

Please Publish: Peninsula Daily News - February 23nd, & March 1st
Seattle Daily Journal of Commerce - February 23rd, & March 1st

CLALLAM COUNTY
DEPARTMENT OF PUBLIC WORKS

223 East Fourth Street, Suite 6
Port Angeles, Washington 98362

INVITATION TO BID

for

2024 CRUSHING CONTRACT

APPROVED THIS 8TH DAY OF February, 2024

Joe Donisi

Joe Donisi, P.E.
County Road Engineer

Approved as to form only by:

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

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SAMPLE CONTRACT (2 PAGES) ..... ATTACHED
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VICINITY MAPS (6 PAGES) ..... ATTACHED
WAGE RATES (46 PAGES) ..... ATTACHED

INTRODUCTION (December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(May 1, 2013 $$2$$ GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

DESCRIPTION OF WORK (March 13, 1995 WSDOT GSP)

This contract provides for the transporting and stockpiling of approximately 14,750 tons of crushed aggregate rock and other associated incidentals, all in accordance with these contract specifications. Delivery of material quantities (as specified below) shall be completed during the calendar year 2024 following contract award.

Clallam County will acquire crushed aggregate in accordance with the following table (quantities in tons):

Table -1

MATERIAL	DELIVERY LOCATION	QUANTITY (TON)	DELIVERY BY
1/2" to US No. 4	Blyn Pit	3,500	September 30, 2024
	Lake Creek Shop Pit	2,065	September 30, 2024
	Hoko Road Pit	1715	September 30, 2024
	Ranger Pit (City of PA pile)	1,110	July 30, 2024
	Morse Creek Pit	4,060	September 30, 2024
	Kirner Pit	1,400	September 30, 2024
1/4" to Us No. 8	Ranger (City of PA pile)	900	July 30, 2024

Additional aggregate beyond the totals specified in the table above may be purchased at the per ton rates quoted in the Bid Proposal by mutual agreement between the Seller and the county in a written Change Order(s) to the Contract.

CONTRACT PERIOD

Any agreement made as a result of this bid will be for the period from date of Contract execution through December 31, 2024. The proposal requires the bidder to quote fixed prices for the supply of crushed aggregate products, including delivery to County sites, to be firm through the above date.

Clallam County and the Contractor, by mutual agreement in writing, exercise the County's right to renew this contract for up to two additional calendar years following the expiration of the base contract term. Such renewal shall require that unit quantities be increased or decreased at the option of the County to provide sufficient supply of material for the additional calendar years.

Unit prices for purchases in additional calendar years following the expiration of the base contract term shall be adjusted annually and any increase shall not exceed the annual consumer price index (CPI) or 5%, whichever is less. As used herein, Consumer Price Index shall mean and refer to that table in the CPI for all Urban Consumers, All Items in Seattle-Tacoma-Bellevue published by the United States Department of Labor, Bureau of Labor Statistics. The base month for such adjustment shall be February 2024, and the month for comparison the most recently published at the time Clallam County and the Contractor by mutual agreement in writing renew the contract. If such Index referred to above shall be discontinued, then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, shall be used, and if there is no successor, Clallam County's attorney shall designate a substitute Index formula.

DATE OF OPENING BIDS

Public Opening of Proposals

Section 1-02.12 is supplemented with the following:
Sealed bids will be received by the Board of Clallam County Commissioners until 10:00 a.m., Tuesday, March 5, 2024, after which time they will be publicly opened and read. Sealed bids shall be:

1. Mailed to the Board of Clallam County Commissioners 223 East Fourth Street, Suite 4, Port Angeles, WA 98362-3015
   or
2. Hand delivered to the office of the Board of Clallam County Commissioners in the County Courthouse at 223 East Fourth Street, Room 150, Port Angeles, WA

1-01 Definitions AND TERMS (January 19, 2022 APWA GSP)

1-01.3 Definitions

Delete the heading Completion Dates and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date
The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date
The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date
The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date
The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date
The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date
The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date
The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date
The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive
A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate
One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day
A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond
The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents
See definition for "Contract".

Contract Time
The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award
The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

Notice to Proceed
The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic
Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

REQUIRED DOCUMENTS

BID DOCUMENTS:

The following documents, filled out as necessary, are required to be submitted with the bid. **The forms included herewith are the forms that must be used.**

- Bid Proposal

- Proposal Signature Page
- Proposal Bid Bond (if applicable. See Proposal Signature Page)

CONTRACT DOCUMENTS:
The following forms, attached for reference, will be used upon award of the contract:

- Contract Agreement
- Public Works Contract Bond

BID PROCEDURES AND CONDITIONS (Multiple APWA GSP)

1-02.1 Prequalification of Bidders (JANUARY 24, 2011 APWA GSP)
Delete this Section and replace it with the following:
1-02.1 Qualifications of Bidder

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.13 Irregular Proposals (December 30, 2022 APWA GSP)
Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
a. The Bidder is not prequalified when so required;
b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
e. A price per unit cannot be determined from the Bid Proposal;
f. The Proposal form is not properly executed;
g. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
i. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
k. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
l. The Bidder fails to submit DBE Trucking Credit Forms (WSDOT Form 272-058), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:
a. The Proposal does not include a unit price for every Bid item;
b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
c. Receipt of Addenda is not acknowledged;
d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
e. If Proposal form entries are not made in ink.

AVAILABILITY OF SPECIFICATIONS

Plans and Specifications

Section 1-02.2 is revised to read:

Copies of specifications will be on file in and may be obtained from the office of Clallam County Engineer at the Clallam County Courthouse, 223 East Fourth Street, Room 130, Port Angeles, WA. Bidders / Contractors may obtain one copy free of charge. Additional copies may be obtained by payment of printing costs. After award of the contract and upon request by the prime contractor a maximum of five (5) sets of full specifications will be furnished to the prime contractor at no cost. Additional sets of specifications may be obtained by payment of printing costs.

CONTRACT BOND (July 23, 2015 APWA GSP)

Delete the first paragraph of section 1-03.4 and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
   a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
   b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review (December 30, 2022 APWA GSP)

Revise this section to read:

All decisions made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

COUNTY/CONTRACTOR RELATIONSHIP

Legal Relations and Responsibilities to the Public

Section 1-07 is supplemented with the following:

In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to fully reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed based upon the following formula:

$$\frac{\text{Total amount to be reimbursed}}{\text{Number of payments remaining}} = \text{Deduction from payment}$$

Notwithstanding a determination by the state or federal government that an employer-employee relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Clallam County provides to its employees, including, but not limited to, vacation and medical benefits.

REQUIRED SUBCONTRACT CLAUSES (JANUARY 24, 2024 WSDOT GSP)

The second paragraph of Section 1-08.1(9)B is supplemented with the following.

16. 1-07.11 Requirements for Nondiscrimination – Item 11 from Section 1-07.11(2).

CONTRACTUAL REQUIREMENTS (JANUARY 24, 2024 WSDOT GSP)

Section 1-04.11(2) is supplemented with the following:

11. The Contractor shall comply with the following nondiscrimination provisions, and the Contractor shall ensure the nondiscrimination provisions are included in all subcontracts:

a. Nondiscrimination Requirement. During the term of this Contract, the Contractor, including all subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the Contractor, including all subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.

b. Obligation to Cooperate. The Contractor, including all subcontractors, shall cooperate and comply with any Washington state agency investigation regarding any allegation that the Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c. Default. Notwithstanding any provision to the contrary, the Contracting Agency may suspend the Contract in accordance with Section 1-08.6, 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 the Contracting Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event the Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Contracting Agency may terminate this Contract in whole or in part in accordance with Section 1-08.10(1), and in addition to the sanctions listed in Section 1-07.11(5), the Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor 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 Contract termination or suspension for engaging in discrimination, the Contractor, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The Contracting Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Contracting Agency for default under this Provision.

INDEPENDENT CONTRACTOR

Legal Relations and Responsibilities to the Public

Section 1-07 is supplemented with the following:

The status of the Contractor hereunder is that of an independent contractor and the Contractor shall not be construed to be an employee of Clallam County. As an independent contractor, the Contractor is not entitled to any benefits available to employees of Clallam County and the Contractor is responsible for withholding any monies required to be withheld from the

Contractor's employees pursuant to local, state, or federal law including, but not limited to, worker's compensation, social security, taxes.

INDUSTRIAL INSURANCE WAIVER

Legal Relations and Responsibilities to the Public

Section 1-07 is supplemented with the following:

With respect to the performance of this contract and as to claims against the County, its appointed and elected officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this contract extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this contract.

STATE TAXES (June 27, 2011 APWA GSP)

State Taxes

Delete section 1-07.2, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

CRITICAL AND SENSITIVE AREAS: ESA COMPLIANCE

Critical and Sensitive Areas

A new Section 1-07.5(5) is added as follows:

The Contractor shall comply with all federal, state, and local laws, rules, standards and regulations applicable to the performance of work under the contract and perform all work so as to avoid or minimize impacts on critical areas contained within, adjacent to, or downstream from the County right-of-way. The award of this Contract shall in no way relieve or release the Contractor from its responsibility and obligation for avoiding "take" of any threatened or endangered species as defined by the Endangered Species Act of 1973, 16 USC §1531, et seq., as amended, in the performance of any work authorized hereunder or under any right-of-way permits. All activities shall be performed in strict compliance and comport with the provisions of the Endangered Species Act.

Contractor agrees that it will not cause nor permit in any manner, including negligent or intentional acts or omissions, release of any hazardous substance, waste, or pollutant or contaminant contrary to any state or federal law or local regulation with respect thereto. Contractor shall notify the Washington State Department of Ecology and Clallam County in writing immediately upon any such release. Contractor shall indemnify, hold harmless, defend and covenant not to sue the County, from and against any and all claims, actions or suits in equity or at law and any judgments, damages, awards, penalties or fines, including reasonable attorneys' and expert witness fees and other costs incurred in the defense thereof, arising out of the release or spill of any such hazardous materials, dangerous waste, or pollutant. Contractor shall be solely responsible for complete clean up and remediation, as required by any government agency, of any and all hazardous materials, dangerous waste or pollutants released or spilled. The County shall be entitled to indemnification by Contractor for all costs incurred as the result of any release or spill of such materials by Contractor, its agents, officials, officers and employees. Upon any release or spill of any such substance mentioned herein, the County may, where it deems necessary to protect the public health, safety and welfare, immediately take any and all steps it deems necessary and advisable to contain, clean up or remediate the release or spill. The County shall be entitled to repayment and reimbursement from the Contractor of any costs or expenses incurred in responding to such a release or spill, including any costs, attorneys' or expert witness fees, or other expenses incurred in obtaining repayment and reimbursement.

HAULING ON OTHER THAN COUNTY ROADS (March 13, 1995 WSDOT GSP)

Load Limits

Section 1-07.7 is supplemented with the following:

If the sources of materials provided by the Contractor necessitates hauling over roads other than County Roads, the Contractor shall, at no expense to the County, make all necessary arrangements for the use of the haul routes in compliance with the provisions under Section 1-07.7.

RETAINAGE

Retainage

The last sentence (starting with: Such check shall be.....) of subsection 2 of the second paragraph of Section 1-09.9(1) is deleted.

The first two sentences (starting at: At the time the Contract.....) of the third paragraph of the same Section 1-09.9(1) are deleted.

REDUCED INSURANCE REQUIREMENT (September 7, 2021 WSDOT GSP)

Public Liability and Property Damage Insurance

The first sentence of Item No. 1 of Section 1-07.18(5) is revised to read:

Item number 1 of Section 1-07.18(5) is deleted.

The first sentence of Item No. 2 of section 1-07.18(5) is revised to read:

2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 with minimum limits of $1,000,000 per occurrence and in the aggregate for each one-year policy period.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Public Liability and Property Damage Insurance

Section 1-07.18 is supplemented with the following:
Without altering the terms of Section 1-07.18 of the State Standard Specifications except as set forth in this entire document, the County, its officers and employees shall be named as additional insureds in a policy with the same company which insures the Contractor, or by an endorsement to an existing policy or, with a separate carrier approved pursuant to RCW 48. **Written evidence of the required coverage in the form of a certificate of insurance with the applicable endorsements attached or, at the County's request, a copy of the policy and endorsements shall be mailed to the Clallam County Department of Public Works, 223 East Fourth Street, Suite 6, Port Angeles, WA 98362-3015.**

LIQUIDATED DAMAGES

Section 1-08.9 is revised to read:
Liquidated damages in the amount of $500.00 per working day will be assessed for failure to physically complete the Contract within the physical completion time specified.

If the contracted supply of material is still not available 30-calendar days after the dates specified above for each contract year, the County will increase the Liquidated Damages assessment rate to $1000.00 per working day beyond the date specified above for that contract year until the contracted supply of material for that year has been completed. Liquidated Damages will be deducted from the first payment due to the seller for that contract year.

TIME ALLOWED FOR COMPLETION

The annual quantities of aggregate listed in Table-1 above shall be manufactured and delivered to the designated County sites and be ready to use by the County by the dates shown in Table -1. By mutual agreement and arrangement between the County and the Seller, deliveries of product may begin as soon as (1) the contract has been executed and (2) the County's delivery/storage sites are prepared to receive those deliveries.

The aggregate shall meet the minimum specifications at the time the County takes delivery. Payment will occur in accordance with the County's normal accounts-payable schedule beginning when the County takes possession of the material and not before. No payment will be made for material until it is delivered to the County, or determined by the County to be produced and stockpiled within Clallam County at a location the Couty determines to be its final stockpile location prior to use. Chip stockpiles shall be constructed and shaped by the Contractor at locations designated by the county.

Upon physical completion of all work required by the contract, the Engineer will advise the Contractor in writing of the date on which such work was physically completed. Such date shall constitute the date of physical completion of the contract. Such notification of date of physical completion shall not constitute acceptance of the work by the Contracting Agency.

Delivery Schedule

Trucking hours at the county's gravel pits shall be from 7:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise allowed by the Engineer. This project shall be completed in its entirety on or before delivery dates specified in Table 1. Pit locations are shown in Vicinity Maps attached to the end of this document.

1/2" to US No. 4 Crushed Screenings: Delivery of 13,950 tons shall be completed no later than **30 calendar days** following approval of material to the following locations:

Lake Creek Shop Pit
51 Bedrock Road
Beaver, WA 98305

Hoko Road Pit
M.P. 4.5 Hoko-Ozette Road
Clallam Bay, WA 98326

Morse Creek Pit
Gravel Pit Road
Port Angeles, WA 98362

Ranger Pit
M.P. 0.5 Place Rd
Port Angeles, WA 98362
(Stockpile 1,110 tons in a separate pile for the City of Port Angeles.)

Kirner Pit
M.P. 0.5 Kirner Road
Sequim, WA 98382

Blyn Pit
M.P. 0.15 Woods Road
Sequim, WA 98382

3/8" to US No. 10 Crushed Screenings: Delivery of 550 tons shall be completed no later than **30 calendar days** following approval of material to the following locations:

Ranger Pit
M.P. 0.5 Place Rd
Port Angeles, WA 98362

COUNTY PAYMENT CYCLE

Payments

The third paragraph of Section 1-09.9 is supplemented with the following:
Payment is made monthly for work performed on a cycle running from the 20th day of the month to the 20th day of the following month. Payment for work done during this period shall be made near the end of the next month after the end of the pay cycle. (For example, work done from May 20th to June 20th will be paid for near the end of July.) Alternatively, a payment cycle based on the 5th of each month may be selected by the Contractor at the preconstruction conference.

TESTING REVISIONS

The bidder/contractor is advised that the following testing procedures and material specifications, in this contract, have been revised from the testing procedures and material specifications typically used by Clallam County in previous years:

1. Clallam County will utilize wet sieves in its testing procedures for the crushed screening products.

Prior to hauling material, the Seller shall produce a sample of the crushed aggregate using the equipment and source material intended for this contract. A 100-pound sample shall be provided to the County. The county may waive this requirement if the seller has provided this product for the County within the last five (5) years. The Seller can not haul and deliver the material until written approval of sample has been received from the County.

MATERIAL SPECIFICATIONS

Crushed Chips

Crushed chips for bituminous surface treatment shall be manufactured in accordance with section 9-03.4 of the Standard Specifications except as specifically modified herein.

Aggregate shall be free from adherent coatings of clay and silt. A washing process shall be used to produce a clean aggregate. The manufacturer shall demonstrate that their washing process is capable of removing such coatings to the satisfaction of the

County prior to proceeding with full-scale production. Aggregate that is not washed with water will not be accepted by the County. The crushed chips shall meet the following test requirements:

Los Angeles wear -- 35% max.
Degradation factor -- 30% min.

Section 9-03.4(2) is revised to read:

TABLE -2	
1/2" – US No. 4	
Sieve Size	Percent Passing
5/8" square	99-100
1/2" square	90-100
3/8" square	35-60
1/4" square	0-5
U.S. No. 4	0-3
U.S. No. 200	0-1
% fracture, by weight, min.	90
Static Stripping Test	Pass

TABLE -3	
1/4" – US No. 8	
Sieve Size	Percent Passing
5/8" square	---
1/2" square	---
3/8" square	99-100
1/4" square	80-95
U.S. No. 4	30-50
U.S. No. 8	0-5
U.S. No. 200	0-1
% fracture, by weight, min.	90
Static Stripping Test	Pass

MEASUREMENT AND PAYMENT

Measurement

Measurement for crushed chips shall be by tons. Prior to constructing a stockpile, the Contractor shall prepare the existing ground to create a level surface free of bumps or dips. The constructed stockpile will be measured by certified truck scale tickets. Only crushed chips meeting specifications will be measured for payment.

Payment

The unit contract price shall include all costs for labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all of the work for the bid items included in the bid proposal.

Payment will be made under the bid items listed on the proposal. No other pay items are applicable to these products. All costs to perform the work as specified shall be incorporated in the bid prices.

INCIDENTAL WORK

Various items of work and details of construction for which no specific bid items apply are noted in and required by the Plans and Special Provisions. It is the intent of Clallam County that this contract is to prescribe a complete work. Toward this end any items of work for which no specific bid items apply are considered incidental to the project and all costs thereof shall be included in other appropriate bid prices.

PROPOSAL BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____,

_____, as Principal, and, _____ a corporation duly organized under the laws of the state of _____, and authorized to do business in the State of Washington, as Surety, are held and firmly bound unto Clallam County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The conditions of this bond are such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following public works construction, to wit:

_____

_____

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, if the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Clallam County within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, the principal and surety have caused these presents to be signed and sealed this _____ day of _____, 20 _____.

SURETY:	PRINCIPAL:
_____	_____
Name	Name of Principal
_____	_____
Attorney in Fact	Name and Title of Signatory
_____	_____
Signature	Signature

PROPOSAL SIGNATURE PAGE

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project. The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

CASH	☐	IN THE AMOUNT OF _____
CASHIER'S CHECK	☐	_____ DOLLARS
CERTIFIED CHECK	☐	$_____ PAYABLE TO CLALLAM COUNTY
POSTAL MONEY ORDER	☐	IN THE AMOUNT OF 5 % OF THE BID
PROPOSAL BOND	☐	

BONDING CO. NAME _____

ADDRESS _____

_____

PHONE _____

Receipt is hereby acknowledged of addendum(s) No.(s) _____.

SIGNATURE OF
AUTHORIZED OFFICIAL: _____

FIRM NAME: _____

ADDRESS: _____

_____

PHONE: _____
FAX NUMBER _____

STATE OF WASHINGTON CONTRACTOR'S LICENSE NUMBER _____

FEDERAL ID NO. |_|_|_|_|_|_|_|_|_|

U.B.I. NO. _____

Sworn to me this _____day
of _____, 20___

(CORPORATE SEAL)

_____
Notary Public

Note: (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Clallam County Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.
(2) Please refer to Section 1-02.6 of the Standard Specifications, re: "Preparation of Proposal", or "Article 4" of the Instructions to Bidders for building construction jobs.
(3) Should it be necessary to modify this proposal, please make reference to the following proposal number in your communication-C1256

CONTRACT

THIS AGREEMENT, made and entered into between Clallam County, acting through the Clallam County Commissioners and the Clallam County Department of Community Development, and **ABC Construction, Inc., of Anywhere, USA**, hereinafter called the Contractor:

In consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for the **Crushing Contract 2024,** and related work in accordance with the attached Contract Plans and Contract Provisions and the Standard Specifications of the Washington State Department of Transportation for Road, Bridge, and Municipal Construction, which are by this reference incorporated herein and made part of this contract.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in the Contract Plans and Provisions except for those items specifically mentioned therein to be furnished by Clallam County.

II. Clallam County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached Specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached Specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work provided for in this contract that may be ordered and to pay for the same under the terms of this contract and the attached Plans and Specifications.

III. The Contractor for himself, and for his heirs, executors, administrators, successors, assigns, hereby agrees to fully perform all the Contractor's covenants contained herein.

IV. It is further provided and understood by the parties to this contract that no liability shall attach to Clallam County by reason of entering into this contract, except as expressly provided herein.

Executed by the Contractor: Signature: _____

Title: _____

Date: _____ For: _____
(Contractor)

COUNTY OF CLALLAM

Approved as to Form: _____
Deputy Prosecuting Attorney Date
County of Clallam

By: _____
Chair of the BOARD OF CLALLAM COUNTY COMMISSIONERS

This agreement commences on the _____day of _____, 20_____.

PUBLIC WORKS CONTRACT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That we, _____,

_____,

as Principal, and _____, as Surety, are held and firmly bound and obligated unto the State of Washington and County of Clallam, in the sum of _____ DOLLARS, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

This bond is executed pursuant to Chapter 39.08, Revised Code of Washington. Surety specifically agrees to be bound by the laws of the State of Washington and to be subjected to the jurisdiction of the State of Washington.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Principal entered into a certain contract with Clallam County dated the _____ day of _____, 20 _____, for

_____

_____

which contract is attached hereto and is incorporated herein by this reference.

NOW, THEREFORE, if the Principal performs and fulfills all the provisions of such contract and pays all laborers, mechanics and subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, then this obligation is void; otherwise it shall remain in full force and effect.

Signed and Sealed this _____ day of _____, 20 _____.

SURETY:

_____
Name

_____
Address

_____
Attorney in Fact

_____
Signature

PRINCIPAL:

_____
Name of Principal

_____
Name and Title of Signatory

_____
Signature

APPROVED AS TO FORM:

_____
Deputy Prosecuting Attorney

Vicinity Maps

Blyn Pit :

Clallam County, Range 03 W, Township 29N, Section 12. Pit entrance is approximately at M.P. 0.15 on Woods Road off of SR 101.

Kirner Pit:

Clallam County, Range 03 W, Township 30N, Section 06. Pit entrance is at M.P. 0.5 on Kirner Road.

Morse Creek Pit:

Clallam County, Range 05W. Township 30 N, Section 18. Pit entrance is at the end of Gravel Pit road, off of Mount Pleasant Road.

Ranger Pit:

Clallam County, Range 07W, Township 30 N, Section 03. The entrance is on the East side of Place Road, at approximately M.P. 0.50.

Lake Creek Pit:

Clallam County, Range 13W, Township 29 N, Section 4. Entrance is off of SR 101 at 51 Bed Rock Road.

Hoko Road Pit:

Clallam County, Range 13W, Township 32N, section 32. Turn off on Hoko-Ozette Road at M.P. 4.5.

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 3/5/2024

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Clallam	Asbestos Abatement Workers	Journey Level	$59.07	5D	1H		View
Clallam	Boilermakers	Journey Level	$74.29	5N	1C		View
Clallam	Brick Mason	Journey Level	$69.07	7E	1N		View
Clallam	Brick Mason	Pointer-Caulker-Cleaner	$69.07	7E	1N		View
Clallam	Building Service Employees	Janitor	$16.28		1		View
Clallam	Building Service Employees	Shampooer	$16.28		1		View
Clallam	Building Service Employees	Waxer	$16.28		1		View
Clallam	Building Service Employees	Window Cleaner	$16.28		1		View
Clallam	Cabinet Makers (In Shop)	Journey Level	$16.28		1		View
Clallam	Carpenters	Acoustical Worker	$74.96	15J	4C		View
Clallam	Carpenters	Bridge, Dock And Wharf Carpenters	$74.96	15J	4C		View
Clallam	Carpenters	Floor Layer & Floor Finisher	$74.96	15J	4C		View
Clallam	Carpenters	Journey Level	$74.96	15J	4C		View
Clallam	Carpenters	Scaffold Erector	$74.96	15J	4C		View
Clallam	Cement Masons	Application of all Composition Mastic	$72.87	15J	4U		View
Clallam	Cement Masons	Application of all Epoxy Material	$72.37	15J	4U		View
Clallam	Cement Masons	Application of all Plastic Material	$72.87	15J	4U		View
Clallam	Cement Masons	Application of Sealing Compound	$72.37	15J	4U		View
Clallam	Cement Masons	Application of Underlayment	$72.87	15J	4U		View
Clallam	Cement Masons	Building General	$72.37	15J	4U		View
Clallam	Cement Masons	Composition or Kalman Floors	$72.87	15J	4U		View
Clallam	Cement Masons	Concrete Paving	$72.37	15J	4U		View
Clallam	Cement Masons	Curb & Gutter Machine	$72.87	15J	4U		View
Clallam	Cement Masons	Curb & Gutter, Sidewalks	$72.37	15J	4U		View
Clallam	Cement Masons	Curing Concrete	$72.37	15J	4U		View
Clallam	Cement Masons	Finish Colored Concrete	$72.87	15J	4U		View

Clallam	Cement Masons	Floor Grinding	$72.87	15J	4U		View
Clallam	Cement Masons	Floor Grinding/Polisher	$72.37	15J	4U		View
Clallam	Cement Masons	Green Concrete Saw, self-powered	$72.87	15J	4U		View
Clallam	Cement Masons	Grouting of all Plates	$72.37	15J	4U		View
Clallam	Cement Masons	Grouting of all Tilt-up Panels	$72.37	15J	4U		View
Clallam	Cement Masons	Gunite Nozzleman	$72.87	15J	4U		View
Clallam	Cement Masons	Hand Powered Grinder	$72.87	15J	4U		View
Clallam	Cement Masons	Journey Level	$72.37	15J	4U		View
Clallam	Cement Masons	Patching Concrete	$72.37	15J	4U		View
Clallam	Cement Masons	Pneumatic Power Tools	$72.87	15J	4U		View
Clallam	Cement Masons	Power Chipping & Brushing	$72.87	15J	4U		View
Clallam	Cement Masons	Sand Blasting Architectural Finish	$72.87	15J	4U		View
Clallam	Cement Masons	Screed & Rodding Machine	$72.87	15J	4U		View
Clallam	Cement Masons	Spackling or Skim Coat Concrete	$72.37	15J	4U		View
Clallam	Cement Masons	Troweling Machine Operator	$72.87	15J	4U		View
Clallam	Cement Masons	Troweling Machine Operator on Colored Slabs	$72.87	15J	4U		View
Clallam	Cement Masons	Tunnel Workers	$72.87	15J	4U		View
Clallam	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	$129.71	15J	4C		View
Clallam	Divers & Tenders	Dive Supervisor/Master	$93.94	15J	4C		View
Clallam	Divers & Tenders	Diver	$129.71	15J	4C	8V	View
Clallam	Divers & Tenders	Diver On Standby	$88.94	15J	4C		View
Clallam	Divers & Tenders	Diver Tender	$80.82	15J	4C		View
Clallam	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	$93.26	15J	4C		View
Clallam	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	$98.26	15J	4C		View
Clallam	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	$102.26	15J	4C		View
Clallam	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	$107.26	15J	4C		View
Clallam	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	$109.76	15J	4C		View
Clallam	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	$114.76	15J	4C		View
Clallam	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	$116.76	15J	4C		View
Clallam	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	$118.76	15J	4C		View

Clallam	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	$120.76	15J	4C		View
Clallam	Divers & Tenders	Manifold Operator	$80.82	15J	4C		View
Clallam	Divers & Tenders	Manifold Operator Mixed Gas	$85.82	15J	4C		View
Clallam	Divers & Tenders	Remote Operated Vehicle Operator/Technician	$80.82	15J	4C		View
Clallam	Divers & Tenders	Remote Operated Vehicle Tender	$75.41	15J	4C		View
Clallam	Dredge Workers	Assistant Engineer	$79.62	5D	3F		View
Clallam	Dredge Workers	Assistant Mate (Deckhand)	$79.01	5D	3F		View
Clallam	Dredge Workers	Boatmen	$79.62	5D	3F		View
Clallam	Dredge Workers	Engineer Welder	$81.15	5D	3F		View
Clallam	Dredge Workers	Leverman, Hydraulic	$82.77	5D	3F		View
Clallam	Dredge Workers	Mates	$79.62	5D	3F		View
Clallam	Dredge Workers	Oiler	$79.01	5D	3F		View
Clallam	Drywall Applicator	Journey Level	$75.73	15O	11S		View
Clallam	Drywall Tapers	Journey Level	$75.73	15O	11S		View
Clallam	Electrical Fixture Maintenance Workers	Journey Level	$38.69	5L	1E		View
Clallam	Electricians - Inside	Cable Splicer	$109.35	7C	4E		View
Clallam	Electricians - Inside	Cable Splicer (tunnel)	$117.52	7C	4E		View
Clallam	Electricians - Inside	Certified Welder	$105.63	7C	4E		View
Clallam	Electricians - Inside	Certified Welder (tunnel)	$113.43	7C	4E		View
Clallam	Electricians - Inside	Construction Stock Person	$51.53	7C	4E		View
Clallam	Electricians - Inside	Journey Level	$101.92	7C	4E		View
Clallam	Electricians - Inside	Journey Level (tunnel)	$109.35	7C	4E		View
Clallam	Electricians - Motor Shop	Craftsman	$16.28		1		View
Clallam	Electricians - Motor Shop	Journey Level	$16.28		1		View
Clallam	Electricians - Powerline Construction	Cable Splicer	$93.00	5A	4D		View
Clallam	Electricians - Powerline Construction	Certified Line Welder	$85.42	5A	4D		View
Clallam	Electricians - Powerline Construction	Groundperson	$55.27	5A	4D		View
Clallam	Electricians - Powerline Construction	Heavy Line Equipment Operator	$85.42	5A	4D		View
Clallam	Electricians - Powerline Construction	Journey Level Lineperson	$85.42	5A	4D		View
Clallam	Electricians - Powerline Construction	Line Equipment Operator	$73.35	5A	4D		View
Clallam	Electricians - Powerline Construction	Meter Installer	$55.27	5A	4D	8W	View
Clallam	Electricians - Powerline Construction	Pole Sprayer	$85.42	5A	4D		View
Clallam	Electricians - Powerline Construction	Powderperson	$63.50	5A	4D		View
Clallam	Electronic Technicians	Journey Level	$65.66	7E	1E		View
Clallam	Elevator Constructors	Mechanic	$111.26	7D	4A		View
Clallam	Elevator Constructors	Mechanic In Charge	$120.27	7D	4A		View

Clallam	Fabricated Precast Concrete Products	Journey Level	$16.28		1		View
Clallam	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	$16.28		1		View
Clallam	Fence Erectors	Fence Erector	$50.07	15J	11P	8Y	View
Clallam	Fence Erectors	Fence Laborer	$50.07	15J	11P	8Y	View
Clallam	Flaggers	Journey Level	$50.07	15J	11P	8Y	View
Clallam	Glaziers	Journey Level	$79.16	7L	1Y		View
Clallam	Heat & Frost Insulators And Asbestos Workers	Journey Level	$87.15	15H	11C		View
Clallam	Heating Equipment Mechanics	Journey Level	$96.42	7F	1E		View
Clallam	Hod Carriers & Mason Tenders	Journey Level	$62.49	15J	11P	8Y	View
Clallam	Industrial Power Vacuum Cleaner	Journey Level	$16.28		1		View
Clallam	Inland Boatmen	Boat Operator	$61.41	5B	1K		View
Clallam	Inland Boatmen	Cook	$56.48	5B	1K		View
Clallam	Inland Boatmen	Deckhand	$57.48	5B	1K		View
Clallam	Inland Boatmen	Deckhand Engineer	$58.81	5B	1K		View
Clallam	Inland Boatmen	Launch Operator	$58.89	5B	1K		View
Clallam	Inland Boatmen	Mate	$57.31	5B	1K		View
Clallam	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator	$49.48	15M	11O		View
Clallam	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer Operator	$49.48	15M	11O		View
Clallam	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	$49.48	15M	11O		View
Clallam	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	$47.41	15M	11O		View
Clallam	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	$41.20	15M	11O		View
Clallam	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	TV Truck Operator	$44.31	15M	11O		View
Clallam	Insulation Applicators	Journey Level	$74.96	15J	4C		View
Clallam	Ironworkers	Journeyman	$87.80	15K	11N		View
Clallam	Laborers	Air, Gas Or Electric Vibrating Screed	$59.07	15J	11P	8Y	View
Clallam	Laborers	Airtrac Drill Operator	$60.90	15J	11P	8Y	View
Clallam	Laborers	Ballast Regular Machine	$59.07	15J	11P	8Y	View
Clallam	Laborers	Batch Weighman	$50.07	15J	11P	8Y	View
Clallam	Laborers	Brick Pavers	$59.07	15J	11P	8Y	View
Clallam	Laborers	Brush Cutter	$59.07	15J	11P	8Y	View
Clallam	Laborers	Brush Hog Feeder	$59.07	15J	11P	8Y	View
Clallam	Laborers	Burner	$59.07	15J	11P	8Y	View
Clallam	Laborers	Caisson Worker	$60.90	15J	11P	8Y	View

Clallam	Laborers	Carpenter Tender	$59.07	15J	11P	8Y	View
Clallam	Laborers	Cement Dumper-paving	$60.15	15J	11P	8Y	View
Clallam	Laborers	Cement Finisher Tender	$59.07	15J	11P	8Y	View
Clallam	Laborers	Change House Or Dry Shack	$59.07	15J	11P	8Y	View
Clallam	Laborers	Chipping Gun (30 Lbs. And Over)	$60.15	15J	11P	8Y	View
Clallam	Laborers	Chipping Gun (Under 30 Lbs.)	$59.07	15J	11P	8Y	View
Clallam	Laborers	Choker Setter	$59.07	15J	11P	8Y	View
Clallam	Laborers	Chuck Tender	$59.07	15J	11P	8Y	View
Clallam	Laborers	Clary Power Spreader	$60.15	15J	11P	8Y	View
Clallam	Laborers	Clean-up Laborer	$59.07	15J	11P	8Y	View
Clallam	Laborers	Concrete Dumper/Chute Operator	$60.15	15J	11P	8Y	View
Clallam	Laborers	Concrete Form Stripper	$59.07	15J	11P	8Y	View
Clallam	Laborers	Concrete Placement Crew	$60.15	15J	11P	8Y	View
Clallam	Laborers	Concrete Saw Operator/Core Driller	$60.15	15J	11P	8Y	View
Clallam	Laborers	Crusher Feeder	$50.07	15J	11P	8Y	View
Clallam	Laborers	Curing Laborer	$59.07	15J	11P	8Y	View
Clallam	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	$59.07	15J	11P	8Y	View
Clallam	Laborers	Ditch Digger	$59.07	15J	11P	8Y	View
Clallam	Laborers	Diver	$60.90	15J	11P	8Y	View
Clallam	Laborers	Drill Operator (Hydraulic, Diamond)	$60.15	15J	11P	8Y	View
Clallam	Laborers	Dry Stack Walls	$59.07	15J	11P	8Y	View
Clallam	Laborers	Dump Person	$59.07	15J	11P	8Y	View
Clallam	Laborers	Epoxy Technician	$59.07	15J	11P	8Y	View
Clallam	Laborers	Erosion Control Worker	$59.07	15J	11P	8Y	View
Clallam	Laborers	Faller & Bucker Chain Saw	$60.15	15J	11P	8Y	View
Clallam	Laborers	Fine Graders	$59.07	15J	11P	8Y	View
Clallam	Laborers	Firewatch	$50.07	15J	11P	8Y	View
Clallam	Laborers	Form Setter	$60.15	15J	11P	8Y	View
Clallam	Laborers	Gabian Basket Builders	$59.07	15J	11P	8Y	View
Clallam	Laborers	General Laborer	$59.07	15J	11P	8Y	View
Clallam	Laborers	Grade Checker & Transit Person	$62.49	15J	11P	8Y	View
Clallam	Laborers	Grinders	$59.07	15J	11P	8Y	View
Clallam	Laborers	Grout Machine Tender	$59.07	15J	11P	8Y	View
Clallam	Laborers	Groutmen (Pressure) Including Post Tension Beams	$60.15	15J	11P	8Y	View
Clallam	Laborers	Guardrail Erector	$59.07	15J	11P	8Y	View
Clallam	Laborers	Hazardous Waste Worker (Level A)	$60.90	15J	11P	8Y	View
Clallam	Laborers	Hazardous Waste Worker (Level B)	$60.15	15J	11P	8Y	View
Clallam	Laborers	Hazardous Waste Worker (Level C)	$59.07	15J	11P	8Y	View
Clallam	Laborers	High Scaler	$60.90	15J	11P	8Y	View

Clallam	Laborers	Jackhammer	$60.15	15J	11P	8Y	View
Clallam	Laborers	Laserbeam Operator	$60.15	15J	11P	8Y	View
Clallam	Laborers	Maintenance Person	$59.07	15J	11P	8Y	View
Clallam	Laborers	Manhole Builder-Mudman	$60.15	15J	11P	8Y	View
Clallam	Laborers	Material Yard Person	$59.07	15J	11P	8Y	View
Clallam	Laborers	Mold Abatement Worker	$59.07	15J	11P	8Y	View
Clallam	Laborers	Motorman-Dinky Locomotive	$62.59	15J	11P	8Y	View
Clallam	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	$62.49	15J	11P	8Y	View
Clallam	Laborers	Pavement Breaker	$60.15	15J	11P	8Y	View
Clallam	Laborers	Pilot Car	$50.07	15J	11P	8Y	View
Clallam	Laborers	Pipe Layer (Lead)	$62.49	15J	11P	8Y	View
Clallam	Laborers	Pipe Layer/Tailor	$60.15	15J	11P	8Y	View
Clallam	Laborers	Pipe Pot Tender	$60.15	15J	11P	8Y	View
Clallam	Laborers	Pipe Reliner	$60.15	15J	11P	8Y	View
Clallam	Laborers	Pipe Wrapper	$60.15	15J	11P	8Y	View
Clallam	Laborers	Pot Tender	$59.07	15J	11P	8Y	View
Clallam	Laborers	Powderman	$60.90	15J	11P	8Y	View
Clallam	Laborers	Powderman's Helper	$59.07	15J	11P	8Y	View
Clallam	Laborers	Power Jacks	$60.15	15J	11P	8Y	View
Clallam	Laborers	Railroad Spike Puller - Power	$60.15	15J	11P	8Y	View
Clallam	Laborers	Raker - Asphalt	$62.49	15J	11P	8Y	View
Clallam	Laborers	Re-timberman	$60.90	15J	11P	8Y	View
Clallam	Laborers	Remote Equipment Operator	$60.15	15J	11P	8Y	View
Clallam	Laborers	Rigger/Signal Person	$60.15	15J	11P	8Y	View
Clallam	Laborers	Rip Rap Person	$59.07	15J	11P	8Y	View
Clallam	Laborers	Rivet Buster	$60.15	15J	11P	8Y	View
Clallam	Laborers	Rodder	$60.15	15J	11P	8Y	View
Clallam	Laborers	Scaffold Erector	$59.07	15J	11P	8Y	View
Clallam	Laborers	Scale Person	$59.07	15J	11P	8Y	View
Clallam	Laborers	Sloper (Over 20")	$60.15	15J	11P	8Y	View
Clallam	Laborers	Sloper Sprayer	$59.07	15J	11P	8Y	View
Clallam	Laborers	Spreader (Concrete)	$60.15	15J	11P	8Y	View
Clallam	Laborers	Stake Hopper	$59.07	15J	11P	8Y	View
Clallam	Laborers	Stock Piler	$59.07	15J	11P	8Y	View
Clallam	Laborers	Swinging Stage/Boatswain Chair	$50.07	15J	11P	8Y	View
Clallam	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	$60.15	15J	11P	8Y	View
Clallam	Laborers	Tamper (Multiple & Self-propelled)	$60.15	15J	11P	8Y	View
Clallam	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	$60.15	15J	11P	8Y	View
Clallam	Laborers	Toolroom Person (at Jobsite)	$59.07	15J	11P	8Y	View

Clallam	Laborers	Topper	$59.07	15J	11P	8Y	View
Clallam	Laborers	Track Laborer	$59.07	15J	11P	8Y	View
Clallam	Laborers	Track Liner (Power)	$60.15	15J	11P	8Y	View
Clallam	Laborers	Traffic Control Laborer	$53.54	15J	11P	9C	View
Clallam	Laborers	Traffic Control Supervisor	$56.73	15J	11P	9C	View
Clallam	Laborers	Truck Spotter	$59.07	15J	11P	8Y	View
Clallam	Laborers	Tugger Operator	$60.15	15J	11P	8Y	View
Clallam	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	$175.79	15J	11P	9B	View
Clallam	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	$180.82	15J	11P	9B	View
Clallam	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	$184.50	15J	11P	9B	View
Clallam	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	$190.20	15J	11P	9B	View
Clallam	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	$192.32	15J	11P	9B	View
Clallam	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	$197.42	15J	11P	9B	View
Clallam	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	$199.32	15J	11P	9B	View
Clallam	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	$201.32	15J	11P	9B	View
Clallam	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	$203.32	15J	11P	9B	View
Clallam	Laborers	Tunnel Work-Guage and Lock Tender	$62.59	15J	11P	8Y	View
Clallam	Laborers	Tunnel Work-Miner	$62.59	15J	11P	8Y	View
Clallam	Laborers	Vibrator	$60.15	15J	11P	8Y	View
Clallam	Laborers	Vinyl Seamer	$59.07	15J	11P	8Y	View
Clallam	Laborers	Watchman	$45.51	15J	11P	8Y	View
Clallam	Laborers	Welder	$60.15	15J	11P	8Y	View
Clallam	Laborers	Well Point Laborer	$60.15	15J	11P	8Y	View
Clallam	Laborers	Window Washer/Cleaner	$45.51	15J	11P	8Y	View
Clallam	Laborers - Underground Sewer & Water	General Laborer & Topman	$59.07	15J	11P	8Y	View
Clallam	Laborers - Underground Sewer & Water	Pipe Layer	$60.15	15J	11P	8Y	View
Clallam	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	$45.51	15J	11P	8Y	View
Clallam	Landscape Construction	Landscape Operator	$78.71	15J	11G	8X	View
Clallam	Landscape Maintenance	Groundskeeper	$16.28		1		View
Clallam	Lathers	Journey Level	$75.73	15O	11S		View
Clallam	Marble Setters	Journey Level	$69.07	7E	1N		View
Clallam	Metal Fabrication (In Shop)	Fitter	$16.28		1		View
Clallam	Metal Fabrication (In Shop)	Laborer	$16.28		1		View
Clallam	Metal Fabrication (In Shop)	Machine Operator	$16.28		1		View
Clallam	Metal Fabrication (In Shop)	Painter	$16.28		1		View
Clallam	Metal Fabrication (In Shop)	Welder	$16.28		1		View

Clallam	Millwright	Journey Level	$76.51	15J	4C		View
Clallam	Modular Buildings	Journey Level	$16.28		1		View
Clallam	Painters	Journey Level	$51.71	6Z	11J		View
Clallam	Pile Driver	Crew Tender	$80.82	15J	4C		View
Clallam	Pile Driver	Journey Level	$75.41	15J	4C		View
Clallam	Plasterers	Journey Level	$70.91	7Q	1R		View
Clallam	Plasterers	Nozzleman	$74.91	7Q	1R		View
Clallam	Playground & Park Equipment Installers	Journey Level	$16.28		1		View
Clallam	Plumbers & Pipefitters	Journey Level	$103.19	6Z	1G		View
Clallam	Power Equipment Operators	Asphalt Plant Operators	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators	Assistant Engineer	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Barrier Machine (zipper)	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Batch Plant Operator: concrete	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Boat Operator	$80.05	7A	11H	8X	View
Clallam	Power Equipment Operators	Bobcat	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Brokk - Remote Demolition Equipment	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Brooms	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Bump Cutter	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Cableways	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators	Chipper	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Compressor	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Concrete Finish Machine - Laser Screed	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Conveyors	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators	Cranes Friction: 200 tons and over	$82.49	7A	11H	8X	View
Clallam	Power Equipment Operators	Cranes, A-frame: 10 tons and under	$75.29	7A	11H	8X	View
Clallam	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$80.86	7A	11H	8X	View
Clallam	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	$79.35	7A	11H	8X	View
Clallam	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	$81.69	7A	11H	8X	View
Clallam	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	$82.49	7A	11H	8X	View

Clallam	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	$80.05	7A	11H	8X	View
Clallam	Power Equipment Operators	Cranes: Friction cranes through 199 tons	$81.69	7A	11H	8X	View
Clallam	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	$78.74	7A	11H	8X	View
Clallam	Power Equipment Operators	Crusher	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Deck Engineer/Deck Winches (power)	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Derricks, On Building Work	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators	Dozers D-9 & Under	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators	Drilling Machine	$80.82	15J	11G	8X	View
Clallam	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Gradechecker/Stakeman	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Guardrail Punch	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Horizontal/Directional Drill Locator	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators	Horizontal/Directional Drill Operator	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	$78.74	7A	11H	8X	View
Clallam	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	$75.29	7A	11H	8X	View
Clallam	Power Equipment Operators	Leverman	$81.65	15J	11G	8X	View
Clallam	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators	Loaders, Overhead Under 6 Yards	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Loaders, Plant Feed	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Loaders: Elevating Type Belt	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators	Locomotives, All	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Material Transfer Device	$79.31	15J	11G	8X	View

Clallam	Power Equipment Operators	Mechanics: All (Leadmen - $0.50 per hour over mechanic)	$80.82	15J	11G	8X	View
Clallam	Power Equipment Operators	Motor Patrol Graders	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	$79.35	7A	11H	8X	View
Clallam	Power Equipment Operators	Overhead, bridge type: 100 tons and over	$80.86	7A	11H	8X	View
Clallam	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	$80.05	7A	11H	8X	View
Clallam	Power Equipment Operators	Pavement Breaker	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Pile Driver (other Than Crane Mount)	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators	Posthole Digger, Mechanical	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Power Plant	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Pumps - Water	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators	Rigger and Bellman	$75.29	7A	11H	8X	View
Clallam	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	$78.74	7A	11H	8X	View
Clallam	Power Equipment Operators	Rollagon	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators	Roller, Other Than Plant Mix	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators	Roto-mill, Roto-grinder	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Saws - Concrete	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Scrapers - Concrete & Carry All	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators	Service Engineers: Equipment	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators	Shotcrete/Gunite Equipment	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50	$80.02	15J	11G	8X	View

		Metric Tons					
Clallam	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$80.82	15J	11G	8X	View
Clallam	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$81.65	15J	11G	8X	View
Clallam	Power Equipment Operators	Slipform Pavers	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators	Spreader, Topsider & Screedman	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators	Subgrader Trimmer	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Tower Bucket Elevators	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	$81.69	7A	11H	8X	View
Clallam	Power Equipment Operators	Tower crane: up to 175' in height base to boom	$80.86	7A	11H	8X	View
Clallam	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	$82.49	7A	11H	8X	View
Clallam	Power Equipment Operators	Transporters, All Track Or Truck Type	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators	Trenching Machines	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	$79.35	7A	11H	8X	View
Clallam	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	$78.74	7A	11H	8X	View
Clallam	Power Equipment Operators	Truck Mount Portable Conveyor	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators	Welder	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators	Wheel Tractors, Farmall Type	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators	Yo Yo Pay Dozer	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Boat Operator	$80.05	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Bobcat	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Brooms	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Cableways	$80.02	15J	11G	8X	View

Clallam	Power Equipment Operators-Underground Sewer & Water	Chipper	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Compressor	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Conveyors	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	$82.49	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	$75.29	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$80.86	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	$79.35	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	$81.69	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	$82.49	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	$80.05	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	$81.69	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	$78.74	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Crusher	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/Deck Winches (power)	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	$80.82	15J	11G	8X	View

Clallam	Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Gradechecker/Stakeman	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Locator	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Operator	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	$75.29	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	$78.74	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Leverman	$81.65	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Mechanics: All (Leadmen - $0.50 per hour over mechanic)	$80.82	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$75.26	15J	11G	8X	View

Clallam	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	$79.35	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	$80.86	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	$80.05	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Power Plant	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	$75.29	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	$78.74	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Rollagon	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Shotcrete/Gunite Equipment	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$78.71	15J	11G	8X	View

Clallam	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$80.82	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$81.65	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	$81.69	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	$80.86	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	$82.49	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	$78.71	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	$79.35	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	$78.74	7A	11H	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	$79.31	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Welder	$80.02	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	$75.26	15J	11G	8X	View
Clallam	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	$79.31	15J	11G	8X	View
Clallam	Power Line Clearance Tree Trimmers	Journey Level In Charge	$57.22	5A	4A		View
Clallam	Power Line Clearance Tree Trimmers	Spray Person	$54.32	5A	4A		View
Clallam	Power Line Clearance Tree Trimmers	Tree Equipment Operator	$57.22	5A	4A		View
Clallam	Power Line Clearance Tree Trimmers	Tree Trimmer	$51.18	5A	4A		View
Clallam	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	$38.99	5A	4A		View

Clallam	Refrigeration & Air Conditioning Mechanics	Journey Level	$95.89	6Z	1G		View
Clallam	Residential Brick Mason	Journey Level	$69.07	7E	1N		View
Clallam	Residential Carpenters	Journey Level	$74.96	15J	4C		View
Clallam	Residential Cement Masons	Journey Level	$59.07	15J	11P	8Y	View
Clallam	Residential Drywall Applicators	Journey Level	$49.92	15J	4C		View
Clallam	Residential Drywall Tapers	Journey Level	$39.13		1		View
Clallam	Residential Electricians	Journey Level	$39.64		1		View
Clallam	Residential Glaziers	Journey Level	$20.00		1		View
Clallam	Residential Insulation Applicators	Journey Level	$16.28		1		View
Clallam	Residential Laborers	Journey Level	$20.00		1		View
Clallam	Residential Marble Setters	Journey Level	$69.07	7E	1N		View
Clallam	Residential Painters	Journey Level	$51.71	6Z	11J		View
Clallam	Residential Plumbers & Pipefitters	Journey Level	$60.50	5A	1G		View
Clallam	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	$60.50	5A	1G		View
Clallam	Residential Sheet Metal Workers	Journey Level	$24.80		1		View
Clallam	Residential Soft Floor Layers	Journey Level	$20.00		1		View
Clallam	Residential Sprinkler Fitters (Fire Protection)	Journey Level	$28.72		1		View
Clallam	Residential Stone Masons	Journey Level	$69.07	7E	1N		View
Clallam	Residential Terrazzo Workers	Journey Level	$16.28		1		View
Clallam	Residential Terrazzo/Tile Finishers	Journey Level	$16.28		1		View
Clallam	Residential Tile Setters	Journey Level	$20.79		1		View
Clallam	Roofers	Journey Level	$64.45	5A	3H		View
Clallam	Roofers	Using Irritable Bituminous Materials	$67.39	5A	3H		View
Clallam	Sheet Metal Workers	Journey Level (Field or Shop)	$96.42	7F	1E		View
Clallam	Shipbuilding & Ship Repair	New Construction Boilermaker	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	New Construction Carpenter	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	New Construction Crane Operator	$43.16	7V	1		View
Clallam	Shipbuilding & Ship Repair	New Construction Electrician	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	$87.15	15H	11C		View
Clallam	Shipbuilding & Ship Repair	New Construction Laborer	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	New Construction Machinist	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	New Construction Operating Engineer	$43.16	7V	1		View
Clallam	Shipbuilding & Ship Repair	New Construction Painter	$51.95	7X	4J		View
Clallam	Shipbuilding & Ship Repair	New Construction Pipefitter	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	New Construction Rigger	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	New Construction Sheet Metal	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	New Construction Shipwright	$51.85	7X	4J		View

Clallam	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	$43.16	7V	1		View
Clallam	Shipbuilding & Ship Repair	New Construction Welder / Burner	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	Ship Repair Boilermaker	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	Ship Repair Carpenter	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	Ship Repair Crane Operator	$45.06	7Y	4K		View
Clallam	Shipbuilding & Ship Repair	Ship Repair Electrician	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	$87.15	15H	11C		View
Clallam	Shipbuilding & Ship Repair	Ship Repair Laborer	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	Ship Repair Machinist	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	$45.06	7Y	4K		View
Clallam	Shipbuilding & Ship Repair	Ship Repair Painter	$51.95	7X	4J		View
Clallam	Shipbuilding & Ship Repair	Ship Repair Pipefitter	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	Ship Repair Rigger	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	Ship Repair Shipwright	$51.85	7X	4J		View
Clallam	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	$45.06	7Y	4K		View
Clallam	Sign Makers & Installers (Electrical)	Journey Level	$58.04	0	1		View
Clallam	Sign Makers & Installers (Non-Electrical)	Journey Level	$37.08	0	1		View
Clallam	Soft Floor Layers	Journey Level	$66.32	15J	4C		View
Clallam	Solar Controls For Windows	Journey Level	$16.28		1		View
Clallam	Sprinkler Fitters (Fire Protection)	Journey Level	$73.15	7J	1R		View
Clallam	Stage Rigging Mechanics (Non Structural)	Journey Level	$16.28		1		View
Clallam	Stone Masons	Journey Level	$69.07	7E	1N		View
Clallam	Street And Parking Lot Sweeper Workers	Journey Level	$16.28		1		View
Clallam	Surveyors	Assistant Construction Site Surveyor	$78.74	7A	11H	8X	View
Clallam	Surveyors	Chainman	$75.29	7A	11H	8X	View
Clallam	Surveyors	Construction Site Surveyor	$80.05	7A	11H	8X	View
Clallam	Surveyors	Drone Operator (when used in conjunction with survey work only)	$75.29	7A	11H	8X	View
Clallam	Surveyors	Ground Penetrating Radar Operator	$75.29	7A	11H	8X	View
Clallam	Telecommunication Technicians	Journey Level	$65.66	7E	1E		View
Clallam	Telephone Line Construction - Outside	Cable Splicer	$40.36	5A	2B		View
Clallam	Telephone Line Construction - Outside	Hole Digger/Ground Person	$26.92	5A	2B		View
Clallam	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	$33.74	5A	2B		View

Clallam	Telephone Line Construction - Outside	Telephone Lineperson	$38.15	5A	2B		View
Clallam	Terrazzo Workers	Journey Level	$62.36	7E	1N		View
Clallam	Tile Setters	Journey Level	$62.36	7E	1N		View
Clallam	Tile, Marble & Terrazzo Finishers	Finisher	$53.19	7E	1N		View
Clallam	Traffic Control Stripers	Journey Level	$89.54	15L	1K		View
Clallam	Truck Drivers	Asphalt Mix Over 16 Yards	$74.20	15J	11M	8L	View
Clallam	Truck Drivers	Asphalt Mix To 16 Yards	$73.36	15J	11M	8L	View
Clallam	Truck Drivers	Dump Truck	$73.36	15J	11M	8L	View
Clallam	Truck Drivers	Dump Truck & Trailer	$74.20	15J	11M	8L	View
Clallam	Truck Drivers	Other Trucks	$74.20	15J	11M	8L	View
Clallam	Truck Drivers - Ready Mix	Transit Mix	$74.20	15J	11M	8L	View
Clallam	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	$16.28		1		View
Clallam	Well Drillers & Irrigation Pump Installers	Oiler	$16.28		1		View
Clallam	Well Drillers & Irrigation Pump Installers	Well Driller	$16.28		1		View

****

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

I. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.

J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.

K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.

P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.

R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.

W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.

Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.

R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.

J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:
On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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AGENDA ITEM SUMMARY

FEB 20 2024

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

Department: Public Works

WORK SESSION ☒ **Meeting Date:** 2/12/24

REGULAR AGENDA ☒ **Meeting Date:** 2/20/24

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 Request for Qualifications

Documents exempt from public disclosure attached: ☐

Executive summary:
This item is the Request for Qualifications for engineering service for the Olympic Discovery Trail section crossing the Calawah River in Forks, Washington.

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 budget, and is grant funded through Federal TA funds and private donation.

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

Approve the Request for Qualifications

County Official signature & print name:. Joe Donisi Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi & Darby Twight

Relevant Departments: Roads

Date submitted:

REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL ENGINEERING SERVICES FOR THE OLYMPIC DISCOVERY TRAIL (ODT) CALAWAH RIVER BRIDGE DESIGN AND OTHER WORK

Clallam County is soliciting statements of qualifications to be received by Clallam County Public Works at 223 East 4th St, Suite 6, Port Angeles until 3 p.m. on March 29, 2024.

An informational packet on preparing a submittal may be obtained Monday through Friday, 8:30 a.m. to 4:30 p.m., from:

Darby Twight
Darby.twight@clallamcountywa.gov
Clallam County Public Works Department
223 East 4th Street, Suite 6
Port Angeles, WA 98362-3015
Phone: (360)417-2306
Fax: (360)417-2513

Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

PASSED THIS _____ day of _____2024

ATTEST: BOARD OF CLALLAM COUNTY COMMISSIONERS

_____ _____

Loni Gores, CMC, Clerk of the Board Mike French, Chair

Please Publish:
Peninsula Daily News: 2/16/2024 and 02/23/2024
Seattle Journal of Commerce: 2/16/2024 & 2/23/2024

CLALLAM COUNTY DEPARTMENT OF PUBLIC WORKS

223 E. Fourth St., Ste. 6
Port Angeles, WA 98362-3015

Notice - Request for Qualifications (RFQ)
for Professional Engineering Services for the Olympic Discovery Trail (ODT) Calawah River Bridge Design and Other Work

Clallam County (hereinafter referred to as "County") invites persons to perform activities within the scope of the general definition of professional practice in chapter 18.43 RCW (hereinafter referred to as "Consultant") to submit Statements of Qualifications for structural and civil engineering support services. Consultants will be considered for the project described in section 1.0 of this RFQ.

The County reserves the right to amend terms of this "Request for Qualifications" (RFQ) to circulate various addenda, or to withdraw the RFQ at any time, regardless of how much time and effort consultants have spent on their responses. Additionally, Clallam County reserves the right to reject any or all Statements of Qualifications, or to withhold the selection of Consultants for any reason it may determine, or to waive or decline irregularities in any submittal. Interpretation or corrections of the RFQ documents will be made only by written addendum, which will be mailed or delivered via e-mail to each Consultant on record. Clallam County is not responsible for any other explanations or interpretations of the RFQ and/or RFQ documents.

Statements of Qualifications will be received until 3:00 PM Pacific Time, March 29, 2024.

Statements of Qualifications shall be titled **"ODT Calawah River Bridge Design"** and shall be submitted as:

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- An email attachment in PDF or MS Word format to: darby.twight@clallamcountywa.gov (faxed submittals or submittals containing compressed files will not be accepted)

  or

- One (1) unbound double sided paper original and one (1) CD or USB Flash Drive with files in PDF or MS Word format mailed or delivered to:

Clallam County Department of Public Works
223 E. Fourth St., Ste. 6
Port Angeles, WA 98362-3000
Attn: Darby Twight
Project: ODT Calawah River Bridge Design

For additional information about this RFQ or any other aspect of the selection process or the project in general, contact via email:

Name: Darby Twight, Project Engineer
Email: darby.twight@clallamcountywa.gov

The County anticipates that the ODT Calawah River Bridge Design will involve a Conceptual Phase, Final Design Phase, and environmental permitting. The description for the proposed project is outlined below.

1.0 Project Description

These projects are primarily funded through Federal Transportation Alternatives (TA) and Federal Transportation Block Grant (STBG) administered by Washington State Department of Transportation (WSDOT) for the Federal Highway Administration (FHWA) and may also be matched with local funds. This project will be held to Federal EEO requirements.

Olympic Discovery Trail Section – Sitkum-Solduc Road to Calawah City Park

This project will be constructed in Section 4, Township 28N, Range 13W, W.M. in Clallam County. This project will be constructing a multi-use trail approximately 1 mile long from Sitkum-Solduc Road to the Calawah City Park in Forks, Washington. The City of Forks has requested for the design of the trail and bridge to accommodate off-road vehicles (ORVs), pedestrian, and bicyclists. The design will need to be of sufficient width to safely accommodate and separate ORVs from non-motorized user groups. The new trail and bridge will follow the approximate alignment of the former SR 9 that existed before construction SR 101. The new Calawah River bridge will need to span an estimated 220-250 feet from the northeast corner of the Calawah City Park. The bridge foundation/abutments must be located outside of the flood plain. Paths to the approximate location of the bridge abutments will be cleared by the County in order to gain access to perform geo-technical investigations.

The work to be performed by the Consultant consists of performing a geotechnical analysis to inform bridge design, comparing, and selecting an economic bridge design to span the Calawah River and do all permitting required for construction. Permitting for this project will require a full

NEPA and likely require a full environmental consultation from the Department of Fish and Wildlife. It is anticipated that the county will provide topographic mapping, right-of-way work, and construction inspection/management. However, the County could request some of these tasks to be performed by the Consultant. The consultant will be responsible for furnishing stamped plans and engineer's estimate for the construction of the bridge and valid environmental permitting for construction of project.

The Delivery Process and Schedule: Provided below is a high level view of the current project schedule. The County intends to complete this procurement process in time to contract with a Consultant by April 2024, for the work schedule outlined below:

The work will be based on an hourly billing rate. The Consultant will be responsible for conforming to the project budget.

Design Plan Set: January 2025
Permitting Complete: January 2027** (DFW anticipates permitting could take up to 3 years)

2.0 Evaluation Criteria

All submittals of Statements of Qualifications must be in accordance with the requirements set forth in this RFQ. Submittals will be evaluated and ranked based on the following criteria. As a minimum the following information shall be submitted:

A. The Name of the Firm, identifying its Principal Shareholders, Partners or Members. It should state the period of time the Offer or has been operating its business offering professional services.

B. Name, resume, project list, educational background, and three (3) project references (with phone numbers) of key staff that will be assigned to this project. Project references preferably where similar engineering services were provided. Identify how many years this staff member has been employed by your firm and other firms. For key staff that would be assigned to this project, list any other projects in which they are, or may be, involved.

C. The Consultant must provide proof of insurance and licensure in the form of current copies.

D. Answer if the firm has ever:

- been party to any litigation, or arbitration with any government client.
- filed for bankruptcy or foreclosure.

E. The firm's ability and past experience reaching DBE goals. This project will require meeting an assigned goal of 13%.

F. Any additional information to demonstrate the ability of the Consultant to perform the tasks described herein.

Submittals should include the following information: Firm name, phone and fax numbers; Name of Principal-in-Charge and Project Manager; and Number of employees in each firm proposed to project.

3.0 Short List/Final Selection Procedures:

All submittals received in accordance with the deadline listed above will be reviewed and ranked by the County. No more than three (3) of the highest ranked firms will be notified and invited to participate in a short list/final selection phase. It is intended that this phase will include the following steps:

A. Notification: Written notification of top ranked Consultant.

B. Selection Interview:

A short interview will be scheduled with qualified applicants and conducted over a virtual platform. The interview will allow the County to ask questions, clarify the scope of the project and discuss the Consultant's qualifications further.

The Consultant should provide a 3 page (one page is equal to one side of a sheet) proposal outlining project concepts. The Submittal shall not exceed 3 pages. The front cover, the back cover, and a maximum two-page cover letter may be in addition to the page limit.

C. Final Ranking:

After discussions are completed, the County will rank the firms interviewed. The qualifications proposal and discussion will be weighted and scored based on the following criteria:

- Key personnel
- Innovative Approaches to similar past projects
- Design efficiency and Cost effective solutions
- Familiarity with WSDOT/FHWA and other relevant codes and standards
- Approach to meet the DBE goal
- Qualification of Proposed Project Manager
- Qualifications/Expertise of Firm

The date for the interviews has been set for April 11, 2024

D. Negotiation/Scope Development:
The top ranked Consultant will be notified in writing and will be asked to meet and submit their prospective scope of services and refine their fee (may be broken down by phases if appropriate).

If, after negotiation and consideration, the County is unable to reach an acceptable agreement with the top-ranked Consultant, the County will terminate negotiations with the top ranked Consultant and, at the County's sole discretion, may: enter into negotiations with the second ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit a new Request for Qualification.

E. Final Selection:
When the County reaches an acceptable agreement with the preferred consultant firm, the County Engineer will then make a recommendation to award a contract to the consultant. The agreement form will be the latest version included in WSDOT LAG manual.

Americans with Disabilities Act (ADA) Information

The County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Darby Twight at darby.twight@clallamcountywa.gov or by calling collect (360) 417-2306.

Title VI Statement

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

Dates of publication:
Peninsula Daily News: 2/16/2024, & 2/23/2024.
Seattle Journal of Commerce: 2/16/2024, & 2/23/2024.

Approved as to form only by,

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

H1

AGENDA ITEM SUMMARY

FEB 20 2024

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

Department: Sheriff

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 2/20/24**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Following consideration of testimony at Public Hearing, it is requested that the Board pass and adopt the Resolution declaring the vehicles, vessel, and grow light supplies listed on the Resolution to be surplus and approve the items to be sold at public auction or used for trade.

Budgetary impact: The revenue from two vehicles and grow light supplies will be paid to OPNET with a portion to the State as per RCW. The revenue from the third vehicle and vessel will be returned to the general fund.

Recommended action: Approval by the BOCC

County Official signature & print name: _____ Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Beth Wakenitz

Relevant Departments: Sheriff

Date submitted: 1/23/24

* 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

RESOLUTION _____, 2024

DECLARING PROPERTY SURPLUS AND AUTHORIZING SALE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. In compliance with Chapter 36.34 RCW and Clallam County Administrative Policy 455, a call for hearing was published February 9 and February 13, 2024, and a public hearing was held February 20, 2024.

2. After consideration of testimony received, the Board of Commissioners has determined that the following property be declared surplus and sold at public auction.
   a. 1997 Chevrolet Astro, VIN 1GCDM19W6VB210195
   b. 2009 Dodge Grand Caravan, VIN 2D8HN44E49R621344
   c. 2006 Ford Medtec Ambulance, VIN 1FDSS34P36DA47371
   d. 1986 Boston Whaler 18', HULL BWC6084CJ586
   e. 1987 single axel boat trailer, to auction with item d
   f. 2007 115 HP Evinrude outboard motor, to auction with item d
   g. (73) assorted brand ballasts
   h. (120) assorted brand ballast/light combinations
   i. (5) assorted brand lights
   j. (5) assorted cords/fans for use with lights

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

1. In accordance with Chapter 36.34 RCW and Clallam County Administrative Policy 455, a public sale of the property listed above will be conducted online by GovDeals.com. A direct link to the items listed above will be available on the Clallam County website under Services, Surplus Sales/Auctions starting February 23, 2024.

2. A minimum bid price for each item will be recognized and the noted disclaimers on the website will be observed. All sales ordered after the public hearing will be supervised by the Treasurer or her Deputy.

3. Public Notice of Auction Sale of Surplus County Property was published on February 9 and 113, 2024 and posted on the Courthouse main bulletin board as set forth in Chapter 36.34 RCW and Clallam County Administrative Policy 455, as well as posted on the Clallam County Website at www.clallamcountywa.gov.

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mike French, Chair

_____
Randy Johnson

_____
Mark Ozias

ATTEST:

_____
Loni Gores, Clerk of the Board

DRAFT