



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, December 5, 2022 – 8:00 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

Administration – 9 a.m.

1. Calendar/Correspondence
2. Resolution authorizing Auditor to void outstanding claims and warrants dated July 1, 2020 through June 30, 2021

Resolution 

3. Resolution appointing Joseph E. Donisi as the County Road Engineer (3c)*

Resolution 

4. Agreement with Inventech Marine Solutions, LLC dba Life Proof Boats for aluminum vessel

Agreement 

5. Agreement with Washington State Parks and Recreation Commission for marine boating safety patrols

Agreement 

6. Agreement with Washington State Military Department for extreme weather events and natural disasters

Agreement 

7. Clallam County Noxious Weeds update

Update 

Community Development

8. Dungeness River Floodplain Restoration Project update

Update 

Board of Commissioners

9. Resolution appointing Barbara Pappas to the Conservation Futures Program Advisory Board

Resolution 

Budget

10. Certification of Taxing District Levy Budgets to Assessor **(Action item 11 work session 12-5-22)**

Certification 

****Action Item****

11. Certification of Taxing District Levy Budgets to Assessor

Certification 

General Discussion/Items for Future Agendas:

- * Continued Work Session - CANCELLED (December 12)
- * SBDC update (January 2)
- * Marine Resources Committee projects update (January 30)
- * Department of Natural Resources Meeting (March 20 at 1 p.m.)
- * Joint Meeting with Port of Port Angeles (April 24 at 11 a.m. at Port)

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

- Other items may be added at the discretion of the Board and additional Work Sessions may be scheduled if more time is needed to allow for adequate discussion.
- 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.



AGENDA ITEM SUMMARY

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

12/15/22

Department: AUDITOR

WORK SESSION ☒ Meeting Date: December 5, 2022

REGULAR AGENDA ☒ Meeting Date: December 13, 2022

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:

Permission to void unclaimed warrants over one year old per RCW 36.22.100

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 Impact

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

Resolution needs board approval

County Official signature & print name: Shoona Riggs, Auditor 

Name of Employee/Stakeholder attending meeting: Angi Klahn, Karen Wahlsten

Relevant Departments: Auditor

Date submitted: November 29, 2022

* 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)



RESOLUTION _____, 2022

AUTHORIZING AUDITOR TO VOID OUTSTANDING CLAIMS AND WARRANTS
DATED JULY 1, 2020 THROUGH JUNE 30, 2021

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. RCW 36.22.100 requires that the legislative authority of the County cancel all warrants not presented within one year of the date of their issue.
2. The Auditor provided the attached "Unclaimed Property Detailed Listing" of un-presented warrants dated July 1, 2020 through June 30, 2021.

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

1. Authorizes the Auditor to void the claims and payroll warrants shown on the attachment labeled, "Unclaimed Property Detailed Listing."

PASSED AND ADOPTED this _____ day of December, 2022.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Alana Gores, Clerk of the Board

Bill Peach

c: Auditor

Unclaimed Property Detailed Listing

apCkHist
11/23/2022 2 58PM

Check History Listing CLALLAM COUNTY

Page: 1

Bank code	apbank							
Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
REDACTED	08/25/2020	0044267 JEFFREY HOLLAND			SUPCT20662849	08/01/2020	12.88	12.88
REDACTED	08/25/2020	0044295 SANDRA WILTON			SUPCT20663903	08/01/2020	33.00	33.00
REDACTED	09/01/2020	0044324 JESSE HARRIS			DIST120632366	08/01/2020	23.45	23.45
REDACTED	09/01/2020	0044310 RACHELLE LANDE			DIST120627838	08/01/2020	59.10	59.10
REDACTED	09/01/2020	0044332 NICHOLE TIEMEYER			TIE1654527	08/21/2020	10.00	10.00
REDACTED	09/01/2020	0044333 DENISE WILKIE			WIL1654529	08/21/2020	10.00	10.00
REDACTED	09/22/2020	0044369 CHRISTINE EASTON			DIST120640411	09/01/2020	19.20	19.20
REDACTED	09/22/2020	0044373 AMANDA MILLER			DIST120612726	09/01/2020	20.35	20.35
REDACTED	10/06/2020	0044402 SANDRA WATNE			DIST120656550	09/01/2020	49.90	49.90
REDACTED	10/06/2020	0044412 ROY BALLOU			SUPCT20665887	09/01/2020	13.45	13.45
REDACTED	10/06/2020	0044450 AMY BOYD			SUPCT20664571	09/01/2020	10.00	10.00
REDACTED	10/06/2020	0044419 RICHARD GESELLCHEN			SUPCT20714680	09/01/2020	15.75	15.75
REDACTED	10/06/2020	0044435 JEREMY MEYER			SUPCT20670684	09/01/2020	12.30	12.30
REDACTED	10/06/2020	0044446 STACEY STEELE			SUPCT20620972	09/01/2020	79.00	79.00
REDACTED	10/06/2020	0044449 SHERRY XIONG			SUPCT20695971	09/01/2020	11.73	11.73
REDACTED	10/27/2020	0044532 EDWARD HENOA-LOPEZ			707076	10/15/2020	10.00	10.00
REDACTED	10/27/2020	0044534 CALEB HUNT			684156	10/15/2020	10.00	10.00
REDACTED	10/27/2020	0044536 MADISON LAWSON			678893	10/15/2020	21.16	21.16
REDACTED	10/27/2020	0044513 JAY BARLEY			SUPCT20684406	10/01/2020	12.30	12.30
REDACTED	11/03/2020	0044558 ELLEN DEZELLEM			SUPCT20665495	10/01/2020	12.88	12.88
REDACTED	11/03/2020	0044564 JOHN HAGAN			SUPCT20667499	10/01/2020	12.88	12.88
REDACTED	11/17/2020	0044658 MITCHELL SCHNEIDER-HOB			DIST120613410	11/01/2020	18.05	18.05

Page: 1

July 1, 2020 to June 30, 2021

Unclaimed Property Detailed Listing

apCkHist

11/23/2022

2:58PM

Check History Listing

CLALLAM COUNTY

Page: 2

Bank code: apbank

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
REDACTED	11/17/2020	0044659 RYAN SCHULTZ			DIST120618702	11/01/2020	21.50	21.50
REDACTED	11/17/2020	0044664 APRIL ZINK			DIST120651217	11/01/2020	28.40	28.40
REDACTED	11/24/2020	0044697 SHERRY DIANE COOK			SUPCT20647958	11/01/2020	11.15	11.15
REDACTED	11/24/2020	0044740 PAMELA SLACK			SUPCT20664819	11/01/2020	12.30	12.30
REDACTED	11/24/2020	0044749 SHARON WAGNER			SUPCT20715076	11/01/2020	21.50	21.50
REDACTED	11/24/2020	0044752 HANA WYATT			SUPCT20688055	11/01/2020	14.03	14.03
REDACTED	11/24/2020	0044694 GARLAND ROBERTS			1681 REFUND	10/31/2020	14.56	14.56
REDACTED	12/01/2020	0044759 GABRIEL LOPEZ			LOP1673391	11/17/2020	12.30	12.30
REDACTED	12/15/2020	0001552 SCOTT R TAKACS			267134-TAKACS	12/01/2020	175.00	175.00
REDACTED	12/15/2020	0044774 STEVEN BAIZ			SUPCT20686419	12/01/2020	25.75	25.75
REDACTED	12/15/2020	0044780 JEREMY BURNS			SUPCT20663143	12/01/2020	14.03	14.03
REDACTED	12/15/2020	0044804 RUSSELL HESSELMAN			SUPCT20670078	12/01/2020	30.35	30.35
REDACTED	12/15/2020	0044811 STORMY HOWELL			SUPCT20676470	12/01/2020	20.00	20.00
REDACTED	12/15/2020	0044822 LORI LUNDBERG			SUPCT20678575	12/01/2020	172.20	172.20
REDACTED	12/29/2020	0043716 BRIGITTE SCHLEMMER			113020BS	12/04/2020	34.50	34.50
REDACTED	01/19/2021	0044888 SUSAN PETTY			DRIV ABS REIM SP	01/09/2021	13.39	13.39
REDACTED	01/26/2021	0044902 VERONIKA NAGY			3613REF	01/11/2021	181.00	181.00
REDACTED	02/02/2021	0028655 ROSWYN EDMISTEN			Edmisten	01/21/2021	1.75	1.75
REDACTED	02/02/2021	0044914 KATHRYN & MAXINE GERDT			Gerdts	01/21/2021	5.00	5.00
REDACTED	01/26/2021	0044886 PALL WATER			97849132-01	01/01/2021	62.46	62.46
REDACTED	04/20/2021	0023782 TODD RANKIN			SUPCT21704525	04/01/2021	11.12	11.12
REDACTED	04/19/2021	0041224 ALEXANDER HOVELN			03312021-1Q	03/31/2021	20.00	20.00
REDACTED	04/19/2021	0044936 NATHAN J PURSLEY			03312021-1Q	03/31/2021	230.00	230.00

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July 1, 2020 to June 30, 2021

Unclaimed Property Detailed Listing

Check History Listing

CLALLAM COUNTY

apCkHist

11/23/2022

2:58PM

Page: 3

Bank code: apbank

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
REDACTED	04/19/2021	0039811 MICHAEL SCOTT			03312021-1Q	03/31/2021	50.00	50.00
REDACTED	04/27/2021	0045049 KELLY PATTERSON-MERKLE			36152 033121 RF	04/13/2021	30.00	30.00
REDACTED	05/04/2021	0002037 DANIEL GATES			LEOFF 4/21 DG	04/21/2021	148.50	148.50
REDACTED	05/11/2021	0006690 NATHAN CLARK			041121	04/11/2021	7.00	7.00
REDACTED	05/11/2021	0045076 BYRON BOECKERMANN			SUPCT21666611	04/01/2021	31.20	31.20
REDACTED	06/01/2021	0045187 THERESA FIGUEROA			DIST121695607	06/01/2021	11.68	11.68
REDACTED	06/01/2021	0045171 CHERYL MCLEAN			DIST121685289	06/01/2021	13.92	13.92
REDACTED	06/08/2021	0034386 MARINA OHLMANN			DIST121703886	05/01/2021	30.16	30.16
REDACTED	06/08/2021	0045197 THOMAS HAER			SUPCT21697407	05/01/2021	23.36	23.36
REDACTED	06/08/2021	0045208 ERIC OLSON			SUPCT21694027	05/01/2021	23.44	23.44
REDACTED	06/08/2021	0045279 HAYDEN POMEROY			SUPCT21685865	05/01/2021	23.36	23.36
REDACTED	06/29/2021	0040467 ESTEBAN DELEON			SUPCT21712537	06/01/2021	28.96	28.96
REDACTED	06/29/2021	0041119 IAN MCPHERSON			SUPCT21674588	06/01/2021	64.80	64.80
REDACTED	06/29/2021	0045360 RICK ROQUE			SUPCT21680100	06/01/2021	15.04	15.04
REDACTED	06/29/2021	0045392 BRITTANY GRIES			SUPCT21711182	06/01/2021	29.04	29.04
REDACTED	06/29/2021	0045401 RHIANNON MACKEY			SUPCT21701120	06/01/2021	11.12	11.12
REDACTED	06/30/2021	0002930 DAVID TATE			ForksOutftr 1/28/20	02/06/2020	9.75	9.75
REDACTED	06/30/2021	0043790 HALEY PRIDE			63c	06/15/2020	62.00	62.00

apbank Total: 2,223.00

63 checks in this report

Total Checks: 2,223.00

Page: 3

July 1, 2020 to June 30, 2021



AGENDA ITEM SUMMARY

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

3
12/5/22
3C

Department: Human Resources

WORK SESSION ☒ **Meeting Date: 12-5-22**

REGULAR AGENDA ☒ **Meeting Date: 12-6-22**

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 County is required to employ a County Road Engineer pursuant to RCW 36.08.010. A Resolution appointing a replacement County Road Engineer must be sent to the County Road Administration Board pursuant to WAC 136-12-030. On November 29, 2022 Human Resources conducted interviews to hire a County Road Engineer. Human Resources has determined that Joseph E. Donisi is best qualified to fill the County Road Engineer position.

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?** ☐

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

Approval of a Resolution appointing Joseph E. Donisi as the County Road Engineer.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Human Resources, Road Department/Public Works – Joe Donisi

Relevant Departments: Board of Commissioners, Human Resources and Road Department/Public Works – Joe Donisi

Date submitted: November 30, 2022

* 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)



RESOLUTION _____, 2022

APPOINTING JOSEPH E. DONISI AS THE
COUNTY ROAD ENGINEER

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County is required to employ a County Road Engineer pursuant to RCW 36.80.010.
2. The County Road Engineer Ross Tyler retired on February 1, 2022.
3. A resolution appointing a replacement County Road Engineer must be sent to the County Road Administration Board pursuant to WAC 136-12-030.
4. The Assistant County Engineer Joseph E. Donisi is a Licensed Professional Engineer.
5. On November 29, 2022 Human Resources conducted interviews to hire a County Road Engineer.
6. Human Resources has determined that Joseph E. Donisi is best qualified to fill the County Road Engineer position.

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

1. Joseph E. Donisi is hereby appointed as the County Road Engineer.

PASSED AND ADOPTED this 6th day of December 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board



AGENDA ITEM SUMMARY

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

4
12/5/22

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 12/5/22

REGULAR AGENDA ☒ **Meeting Date:** 12/13/22

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11003-22-03 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Personal Services Agreement with Inventech Marine Solutions, LLC in Bremerton to build a custom 21' aluminum hull vessel for the Sheriff's Marine Unit. This vessel replaces the Marine Unit's aging lake patrol vessel, utilizing Patrol Vessel Replacement Grant funding received from the Washington State Parks and Recreation Commission, Federal Financial Assistance Grant.

The purchase of this vessel and equipment is via the GSA Contract between the State of Washington and Inventech Marine Solutions.

The anticipated delivery date of the new, optimally designed vessel is no later than September 30, 2023.

Budgetary impact:

A capital outlay line for this purchase is being established in the Sheriff's Boating Safety Fund 11003.811 for FY2023.

Recommended action:

Recommend approval by the Board and signature by the Chair.

County Official signature & print name: W.L. Benedict W.L. Benedict, Sheriff

Name of Employee/Stakeholder attending meeting: Sheriff Elect King and Beth Waknitz

Relevant Departments: Sheriff's Office

Date submitted: 11/30/22

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

Agenda Item Summary
Revised: 3-04-2019



PERSONAL SERVICES AGREEMENT

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

Name: INVENTECH MARINE SOLUTIONS, LLC dba LIFE PROOF BOATS

Address: 5626 Imperial Way SW
Bremerton, WA 98312

Phone Nº: 360-674-7019

(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) - Life Proof Boats Quote dated 11/17/2022

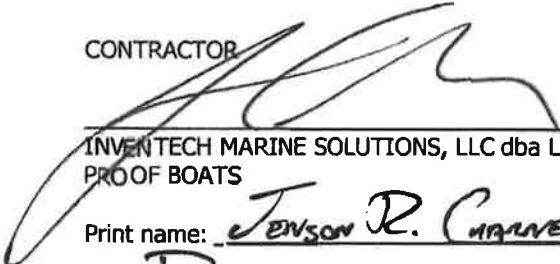
copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 13th day of December 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of September 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of December 2022.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS


INVENTECH MARINE SOLUTIONS, LLC dba LIFE
PROOF BOATS

Mark Ozias, Chair

Print name: Jensen R. Carvell

Title: PRESIDENT

Date: 11/28, 2022

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

This agreement is for the purchase of a 21' T-Top : 22 Deg Hull, 8'-6" Beam Aluminum Hull "D" shaped foam collar with air tensioning bladder vessel for the Clallam County Sheriff's Office.

The specifications of the vessel and the list of equipment included in the vessel package and purchased under this agreement can be found in Attachment E - Life Proof Boats Quote dated 11/17/2022.

The pricing for this vessel and equipment will conform to the GSA Contract #47QSWA18D0015. The terms and conditions of this GSA Contract between the State of Washington and Inventech Marine Solutions, LLC, as now or hereafter amended, are incorporated herein by this reference. The full narrative description of each clause is found on the GSA website at <https://www.gsaelibrary.gsa.gov/>

The items purchased under this agreement will be transferred to the Clallam County Sheriff's Office and invoicing completed no later than the date of September 30th, 2023.

A handwritten signature, possibly "JD", is enclosed within a hand-drawn oval.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of ONE HUNDRED NINETY-ONE THOUSAND, FIVE HUNDRED FIFTY-TWO DOLLARS AND NINETY-TWO CENTS (\$191,552.92) for the completed work set forth in Attachment A. Payments for completed tasks shall be made ☒ at completion of project.

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.

2. AND

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

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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 that 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 that 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.
 - (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,



loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

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 by law.
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 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 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 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 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: Eric Munger

Title: Sergeant

Address: 223 E 4th Street, suite 12

Telephone: 360-417-2576

E-mail: eric.munger@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. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
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 the 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.



PRODUCT	DESCRIPTION	COM PRICE	GSA PRICE
BASE-BOAT			
21TTOP - 102	21FT T-TOP : 22 Deg Hull, 8'-6" Beam Aluminum Hull "D" Shaped Foam Collar w/ Air Tensioning Bladder, Package Includes: Leaning Bolster, 9" Garmin Chartplotter, Garmin Radar, Garmin VHF Radio, Searchlight, Deck Flood Lights, 100 Gallon Fuel Tank, Trailer	\$ 132,348.83	\$ 126,681.50
PROPULSION			
Suzu-250	Single Suzuki 250HP Outboard 30" Shaft, Includes All Rigging, Hydraulic Steering and Installation.	\$ 31,287.81	\$ 29,948.03
TRIM SYSTEM			
PRESERVATION			
COLLAR / CABIN / COCKPIT			
CABIN-BOWDOOR	Drop Bow Door	\$ 3,850.00	\$ 3,685.14
CLLR-LTTR	Install Agency Name on Collar	\$ 1,697.70	\$ 1,625.01
TOW-MAIN	Tow Package Standard: Taft Rail, Tow Bollard, Tow Spool	\$ 4,235.00	\$ 4,053.65
CANVAS			
2125TTOP	Canvas Enclosure - Top Gun Material (Black or Grey)	\$ 4,467.03	\$ 4,275.75
HEAT AND AIR-CONDITIONING			
ANCHORING			
WATER AND ACCOMODATIONS			
ACC-RAW01	Raw water Washdown	\$ 2,136.99	\$ 2,045.48
ELECTRICAL			
ELCT-120VCH	120V Battery Tender (out of water use)	\$ 1,001.49	\$ 958.61
LIGHTING			
LAW-RUN&TTOP	Law Enforcement Package - LED Alert Lights, GFE Radio Install, Hailer, Sirens	\$ 3,491.08	\$ 3,341.59
FIRE-SUPPRESION			
ELECTRONICS			
ACCESSORY			
TRAILERS			
LOGISTICS			
		</	

PRODUCT	DESCRIPTION	COM PRICE	GSA PRICE
SHIPPING - CONUS			
		<i>MILES</i>	<i>TOTAL</i>
	SHIPPING - BOAT TOWED ON IT'S TRAILER (21' - 27' x 8'-6")		\$ -
TRAINING - DESTINATION			
TRAINERS		<i>DAYS</i>	<i>TOTAL</i>
	FLIGHTS, CAR, HOTEL-NIGHT (PER TRAINER)		\$ -
	ONE-DAY, DESTINATION (PER TRAINER) Training Consists of General Product Overview, Operation, Maintenance and Support. Training will be conducted during business hours of weekdays, travel will as well be during normal hours of business days. Company / Agency required to provide any necessary equipment, fuel, location, and other supporting materials in order for training to be conducted.		\$ -
	Training for up to 5 Persons Per Trainer		
	If Requiring Other than English, Add Additional Trainer for Interpreter		
TOTAL - DELIVERED			
	TOTAL**	\$ 183,315.93	\$ 175,414.76
	**EXCLUDES, TAX, TITLE, LICENSING		
	<u>Quote Valid for 30 Days</u>		
	Bremerton, WA 9.2% Sales Tax	\$ 16,865.07	\$ 16,138.16
	Total w/ Tax	\$ 200,181.00	\$ 191,552.92
	GSA CONTRACT: 47QSWA18D0015		
	DUNS-NUMBER: 02-382-1348		
	CAGE CODE: 7J4G8		
	INVENTECH MARINE SOLUTIONS, LLC dba LIFE PROOF BOATS		
	5626 Imperial Way SW		
	Bremerton, WA 98312		
	(360) 674-7019 phone		
	Mon-Fri 7am-3:30pm PST		
	info@inventechmarine.com		
	service@inventechmarine.com		
	TERMS: Prompt Pay .5% Discount Net 10 / Net 30		
	IMS GSA CONTRACT NUMBER MUST BE LISTED ON PURCHASE ORDER TO RECEIVE GSA PRICE		
	IMS GSA CONTRACT TERMS MUST BE LISTED ON PURCHASE ORDER		
	GSA PRICE ONLY AVAILABLE TO GOVERNMENT AGENCIES or SOVERIEGN U.S. NATIONS		
	PRODUCT SHIPPED WITHIN 365 DAYS FROM PURCHASE ORDER UNLESS OTHERWISE STATED. CERTAIN MATERIAL SELECTIONS MAY HAVE LONGER LEAD TIMES.		



5
DEC 05 2022

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 12/5/22

REGULAR AGENDA ☒ **Meeting Date:** 12/13/22

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11003-22-04 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington State Parks and Recreation Commission, Subrecipient Grant Agreement, Federal Financial Assistance Grant #MLE 123-396 providing \$13,186.68 in funding to the Sheriff's Marine Unit for boating safety activities. This funding will primarily be used to pay overtime costs of deputies performing boating safety patrols.

Budgetary impact:

This grant funding has been established in the FY2023 11003.811 Sheriff's Boating Safety fund.

Recommended action:

Recommend approval by the Board and signature by the Chair.

County Official signature & print name: W.L. Benedict W.L. Benedict, Sheriff

Name of Employee/Stakeholder attending meeting: Sheriff Elect King and Beth Waknitz

Relevant Departments: Sheriff's Office

Date submitted: 11/30/22

* 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)



**WASHINGTON STATE PARKS AND RECREATION COMMISSION
SUBRECIPIENT GRANT AGREEMENT
FEDERAL FINANCIAL ASSISTANCE GRANT**



Agreement No. MLE 123-396

This Agreement is between the State of Washington, Washington State Parks and Recreation Commission (WSPRC) acting by and through its Marine Law Enforcement Program ("MLE or "Recipient") and **Clallam County Sheriff's Office** ("Subrecipient"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

Per 2 Code of Federal Regulations 200 (2CFR200), WSPRC has determined this to be a "Subrecipient" relationship under 2 CFR 200.330. This subrecipient agreement is authorized by 2 CFR 200 and 50 CFR 80. MLE is authorized to provide grants for recreational boating enforcement and education activities and has sufficient grant funds available within its current biennial budget and has authorized expenditure on the Subrecipient's Project as defined below, and the Subrecipient agrees to comply with 2 CFR 200, MLE rules and other MLE adopted policies and procedures, and this Subrecipient Grant Agreement.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the awarding of funds for recreational boating enforcement and education and to set forth the deliverables under the Federal Financial Assistance Grant, hereinafter called the "Project."

SECTION 3: COURTESY INFORMATION & REMINDER

Very important information is located throughout this document. The onus is on the Subrecipient to read the entire document which may include Attachments, Exhibits, or other information incorporated by reference.

Experience has shown that the following information seems to have the most interest for the Subrecipient. As such, MLE is providing this nonexclusive list but cautions that other important information does not appear in the Courtesy List.

- **Term:** See *Section 5.1 – Term*
- **Project Completion:** See *Section 5.2 – Project Completion*
- **Subrecipient's Authorized Representative:** See *Section 6.2 – Subrecipient's Authorized Representative*.
- **Project completion date:** See *Section 7.1.1 – Project Timeline*
- **Reimbursement Total:** See *Section 8.3.c [not titled]*.
- **Grant Funds:** See *Section 9.2 – Grant Funds*.
- **Accident Report:** See *Section 12.7 – Accident Report*
- **Information required for Federal Subawards (2 CFR §200.331(A) (1)):** See *Exhibit B*
- **Subrecipient's Completed FFA Grant Application:** See *Attachment A*.

SECTION 4: DEFINITIONS

- 4.1 Attachment:** A document provided by the Subrecipient (application, budget plan, etc.) that is also made part of this agreement and incorporated by reference. See also Exhibit.
- 4.2 MLE:** The federally funded Marine Law Enforcement Program administered by Washington State Parks and Recreation Commission (WSPRC). For purposes of this agreement MLE represents the State of Washington. If MLE ceases to exist or is no longer the state program designated to administer this federal program, then references to MLE will be understood to be the State of Washington.
- 4.3 Equipment.** Equipment means tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.00.
- 4.4 Exhibit:** A document provided by the MLE Program that is also a part of this agreement and incorporated by reference. See also Attachment.
- 4.5 RBS Officer:** Recreational Boating Safety Officer is a fully commissioned law enforcement officer in Washington State and has the authority to enforce the laws of the state of Washington and local ordinances. The RBS Officer must have attended the Washington state Basic Marine Law Enforcement Academy or an equivalent recognized by MLE.
- 4.6 Boating Safety Inspection:** A full inspection for all safety equipment, vessel registration when required and mandatory boater education compliance when required. The results of the inspection shall be documented through Washington states Statewide Electronic Collision and Ticket Online Records (SECTOR). This may be done at the time of the inspection or when SECTOR is available to the RBS Officer.
- 4.7 Law Enforcement Vessel:** A vessel used by a law enforcement agency and shall be equipped with proper markings showing it to be an official law enforcement vessel.
- 4.8 Recreational Vessel:** Defined in federal regulation 50 CFR 85.11 as a vessel owned and operated primarily for pleasure; or a vessel leased, rented, or chartered to another for recreational use.
- 4.9 Subrecipient:** A Non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. In this agreement, the subrecipient is the successful applicant with whom Washington MLE awards a Federal Financial Assistance Grant (See 2 CFR 200.93).
- 4.10 Subrecipient Grant Agreement:** Also known as a subaward. Defined in federal regulation as “an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (See 2 CFR 200.92).
- 4.11 Small agency:** An agency which services a jurisdiction with a population below 30,000 people as determined by the latest U.S. Census.
- 4.12 Medium agency:** An agency which services a jurisdiction with a population of 30,000 or more and below 100,000 people as determined by the latest U.S. Census.

- 4.13 Large agency:** An agency which services a jurisdiction of over 100,000 people as determined by the latest U.S. Census.
- 4.14 Boating Safety Program approval:** means that the county or local jurisdiction has entered into an agreement with state parks to develop and maintain a boating safety program meeting minimum requirements established by state parks.

SECTION 5: EFFECTIVE DATE AND DURATION

- 5.1 Term.** This Agreement is effective on the date of the last signature and terminates on **September 30, 2023**, or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with *Section 22 - Termination*. See also, *Section 12.3 Useful Life*.
- 5.2 Project Completion.** Final billing for the Project shall be submitted to MLE on or before **October 15, 2023**. Unless approved in writing, MLE shall not be obligated to disburse any payments after this date.
- 5.3 Closeout.** (See 2 CFR § 200.343) MLE will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Subrecipient.

SECTION 6: AUTHORIZED REPRESENTATIVES

- 6.1 WSPRC MLE Program Authorized Representative is:**

Matthew M. Stowers, Marine Law Enforcement Coordinator
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
Matt.Stowers@parks.wa.gov

Backup:
Rob Sendak, Boating Program Manager
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
Rob.Sendak@parks.wa.gov

- 6.2 Subrecipient's Authorized Representative is:**

Sheriff Bill Benedict
Clallam County Sheriff's Office
223 E 4th Street, Ste 12
Port Angeles, WA 98362-3000
bbenedict@co.clallam.wa.us
(360) 417-2459

- 6.3** A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 7: RESPONSIBILITIES OF EACH PARTY

7.1 Responsibilities of Subrecipient:

This project itself is the sole responsibility of Subrecipient. MLE undertakes no responsibilities to Subrecipient, or to any third party, other than as expressly set out in this document. Subrecipient shall be solely responsible for the design, development, implementation, achievement of deliverables and reporting of the project, as those phases are applicable to this project, and solely responsible for any claim or suit of any nature by any third party related in any way to the project.

7.1.1 Project Timeline. The Subrecipient is responsible for maintaining the project timeline for all dates and activities outlined as the Subrecipient's responsibility as identified in the Subrecipient's FFA Grant Application (Attachment "A").

The Subrecipient shall complete the approved project no later than **September 30, 2023**, as a term of the acceptance of this grant award. The project timeline cannot be extended under the scope of this agreement.

MLE staff shall monitor the activities conducted under the scope of this project on a quarterly basis. Work will be considered complete, only when the following conditions are met:

- The activities described in the Scope of Work and this grant document have been achieved.
- All request for reimbursements have been submitted.
- All reporting through the MLE Statement of Activity Reporting system (SOAR) and SECTOR have been completed
- Appropriate proof of completion has been provided to MLE

If the work is not satisfactorily completed, Subrecipient will be in breach and MLE may, at its discretion, rescind the grant and require repayment of any grant funds already disbursed.

7.1.2 Design Preparation. The Subrecipient shall design a project that will have a reasonably likelihood of positively impacting the reduction of boating accidents, boating injuries, and boating fatalities. Such design shall include applicable items on the Checklist for Plans and Specifications as provided in the Subrecipient's MLE Grant Application (Attachment "A").

7.1.3 Purchase. The Subrecipient shall make no purchases in excess of \$2,500.00 without prior written authorization by MLE. All purchases must be in the furtherance of recreational boating safety and must adhere to the guidelines set out in the in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants manual. (Attachment "B").

7.1.4 Periodic Inspections. Subrecipient hereby grants to the Recipient, or its authorized representative, a right, equal in time to six years from the date of the last signature on this document, to enter upon Subrecipient's property as deemed necessary by the Recipient for inspection documents and any equipment. These periodic inspections are intended to ensure continued compliant use of the awarded funds toward recreational boating safety enforcement and education. materials, products, and workmanship to the original approved plans and specifications. These inspections require a 30-day advance notification to the Subrecipient of such inspection or access.

7.1.5 Commercial and Other Uses.

- a. For purposes of this *Section 7 – Responsibilities of Each Party*, Commercial Use means any activity on or affecting the Project that was not described in the Subrecipient's proposal, or not approved in writing by MLE, where the Subrecipient:
 - 1. has financial profit as a goal,
 - 2. charges any fees or receives any benefit to provide services, supplies or goods, or
 - 3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Subrecipient must restrict use of the Project funds to only recreational boats boating safety enforcement and education.

7.1.6 Publications & Advertising. The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *"Partial funding was through the Washington State Parks and Recreation Commission Marine Law Enforcement Program, and in cooperation with U.S. Recreational Boating Safety Act."*

7.1.7 Project Sign. The Subrecipient may post in a conspicuous location on the vessel, a sign identifying WSPRC, may, Federal Agency's and specific federal grant program's participation in the Project.

The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *"Partial funding for this project was provided by the Washington State Parks Marine Law Enforcement Program. This program is funded by the U.S. C.G. through the Sport Fish Restoration and Boating Trust Fund, which is financed by your purchase of motorboat fuels and fishing equipment."*

7.1.8 Public Access to Project. During the term of this Agreement the Subrecipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

7.1.9 Payments. Subrecipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors, or any other persons supplying labor or materials for the Project;
- b. All employers, including Subrecipient that employ subject workers shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption. Subrecipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against WSPRC, due to any construction or maintenance activities at the Project.

7.1.10 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

7.1.11 Indemnification by Subrecipient's Contractors. For purposes of this Section 7.1.11 – *Indemnification by Subrecipient's Contractors* the term “contractor” means actors downstream of the Subrecipient whether it be a contractor, a subcontractor, or downstream subrecipient of the Subrecipient. The Subrecipient shall take all reasonable steps to cause its contractor(s) to indemnify, defend, save and hold harmless the State of Washington and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

7.2 Responsibility of Marine Law Enforcement Program (MLE):

7.2.1 MLE shall pay Subrecipient as described in *Sections 8 – Conditions to Disbursement* and *Section 9 – Reimbursement and Payment Terms*.

SECTION 8: CONDITIONS TO DISBURSEMENT

8.1 Eligible project expenses include only those items from the list below that are in your approved project budget:

- 8.1.1** Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission.
- 8.1.2** RBS salaries to include time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington state and who have completed an RBS course acceptable to State Parks (BMLE or equal).
- 8.1.3** Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington state, and who have not completed a BMLE course is acceptable **ONLY** when working with an RBS trained officer **AND** when the agency has a written “two-officer policy for officers on marine patrol for the purpose of officer safety.
- 8.1.4** Providing instructors for the *Adventures in Boating* course that qualifies graduates for the required mandatory boater education card. Cost may include classroom supplies, light refreshments, other goods, and services necessary to promote and teach classes, and officer salaries, benefits, and wages. Officer salaries will only be reimbursed for those officers who have successfully completed State Parks *Adventures in Boating Instructor* Training Class and are listed on our files.
- 8.1.5** RBS training as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment “C”)
- 8.1.6** RBS Equipment as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment “C”). Any equipment expenditures over two thousand two hundred and fifty dollars (\$2,250.00) must receive authorization from state parks prior to purchase.

- 8.1.7 Educational publications which promote RBS education that are already prepared or the creation, design, and printing of publications
- 8.1.8 Promotion of Adventures in Boating classes, including presentation materials, light refreshments, and room rental for classes.
- 8.1.9 Other items as deemed by MLE to be necessary to complete the project
- 8.1.10 Support of the Basic Marine Law Enforcement Academy by agencies who provided MLE recognized instructors

8.2 Non-Allowable Costs and Expenditures.

- 8.2.1 Bullet proof vests are beneficial; however, equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of the RBS program mission and is considered a local agency responsibility to purchase.
- 8.2.2 Equipment used in recover operations (dive equipment, etc.) while being used in an RBS search or investigation mode are 100% eligible. Once this equipment is used for recovery operations it must be prorated between RBS missions and recovery missions.
- 8.2.3 Handheld or portable night vision, FLIR or thermal imaging devices are a 100% allowable expense while in RBS patrol, search, or investigation mode. Once this equipment is used for recovery operations it must be prorated. Permanently mounted and electrically wired FLIR and thermal imaging devices are 100% allowable expenses.
- 8.2.4 Homeland Security missions (weapons, etc.), or any other equipment determined as unrelated by the boating program is not an allowable expense.
- 8.2.5 Firefighting equipment is not an allowable expense.
- 8.2.6 Any equipment or vehicles not 100% dedicated to the RBS mission must be prorated, documenting the amount of time the equipment or vehicle was dedicated to the program.
- 8.2.7 Operating costs for law enforcement vessels boats (staff, fuel, fluids, repairs, maintenance) or operating costs for boats used to service floating restrooms (staff, fuel, fluids)
- 8.2.8 Documented staff or contract labor associated with routine custodial and non-routine maintenance and repairs, the cost of that person operating or maintaining the system.
- 8.2.9 Other items as deemed by MLE to be necessary to complete the project

8.3 Conditions Precedent to Any Reimbursement. MLE shall not be obligated to disburse any of the grant funds to reimburse the Subrecipient for Project costs hereunder unless MLE has received from the Subrecipient:

- a. Prior to Project plans, specifications, and cost estimate(s), statement of work, request for proposal or other documentation for the Project, documents must be in form and substance satisfactory to MLE.

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- b. Reimbursement Requests must be submitted on the approved MLE Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash or in-kind contributions as set forth in *Section 7 – Responsibilities of Each Party* and *Section 9 – Reimbursement and Payment Terms*.

Supporting documents must:

- Be numbered in the upper right corner and correspond to the “Document #” column on your Reimbursement Request Form
- Be dated. The date of the invoice must be within the period of performance of this award
- Have Subrecipient’s business name clearly identified
- Clearly identify the cost and the amount paid & show zero-balance due

If a receipt, invoice, or statement includes expenses not related to the MLE project, those costs must be highlighted and noted as “ineligible costs”.

- c. MLE will reimburse Subrecipient for eligible activities only after MLE has accepted the work as complete—expenditure as an allowable cost and all proper documents have been submitted with the reimbursement request. Reimbursement requests must be submitted on a quarter basis and during the quarter that the expenditure has taken place. Reimbursement from MLE shall not exceed fifty percent (50%) of the total project cost from eligible grant expenses. Total reimbursement under this grant agreement shall not exceed the award amount of **\$13,186.68**.
- d. MLE will reimburse Subrecipient up to an additional \$5,000.00 who supply a recognized BMLE instructor for 80 hours. For instructor services less than 80 hours, a sum of \$500.00 per day will be awarded. The additional award is available for use commencing on June 1, 2023.
- e. The Subrecipient may not exceed the approved budget which was proposed by the Subrecipient as part of the Subrecipient’s Subrecipient Grant Application that was accepted by MLE. The Subrecipient’s budget is attached to this agreement (Attachment “B”). If the Subrecipient would like to change the allocations of funds to the original budget, a budget amendment request must be sent in writing via email to MLE in advance of the expense being incurred.
- f. If a boat, a vehicle, or equipment is used partially for other purposes, costs must be pro-rated for that portion of their use that is for Recreational Boating Safety Act purposes.

8.4 Conditions Precedent to Partial Progress Payment(s). MLE shall not be obligated to make partial progress reimbursement payment(s) hereunder until the appropriate supporting documentation and reimbursement form has been submitted no less than on a quarterly basis of the percentage of Project completion has been received, reviewed, and approved by MLE. In no event shall MLE disburse more than fifty percent (50%) of the amount indicated in *Section 9.2 – Grant Funds* as progress payments.

8.5 Conditions Precedent to Final Payment. MLE shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by MLE, has been received reviewed and approved by MLE; and
- b. Subrecipient provides summary of work achieved pursuant to the SOW as provided with the grant application to MLE with funding the Project; and
- c. Inspection and approval of the Project by MLE Program staff.

SECTION 9: REIMBURSEMENT AND PAYMENT TERMS

9.1 Federal Fund Approval. MLE has received a grant from the United States Department of Homeland Security, United States Coast Guard as described pursuant to 2 CFR 200.331 on Exhibit B. In accordance with 2 CFR 200.330, MLE's determination is that the other party to this contract is a subrecipient and is therefore a subrecipient of federal funds.

9.2 Grant Funds. Upon approval by its governing body or bodies, MLE shall provide federal grant funds in the amount of **Thirteen Thousand, One Hundred Eighty-Six and 68/100th Dollars (\$13,186.68)** to the Subrecipient to fund the Project.

9.3 Match. The Subrecipient shall contribute at least twenty-five percent (25%) of the total project cost as cost sharing or non-federal match as described in the approved project budget. Such cost sharing or match may be provided as cash costs or in-kind services provided such services are reasonable and necessary for grant purposes. Vessel Registration Fees cannot be used as match. These are non-reimbursable items. Allowability of any cost sharing or match shall be determined in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

The Subrecipient shall maintain records that adequately document the valuation of non-federal match/in-kind services in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Subrecipient shall submit a summary of the valuation to MLE. Further instruction on adequate valuation of match expenses can be provided by contacting the Marine Law Enforcement Coordinator or the Program Manager.

9.3.1 Matching Cash Funds. The Subrecipient shall contribute the total sum of **Three Thousand, Two Hundred Ninety-Six and 67/100ths Dollars (\$3,296.67)** in cash or in-kind match. It is understood that match cannot be from another federal source and are non-reimbursable costs. In addition, **Vessel Registration Fee funds cannot be used as match**; however, in-kind match as reported in the VRF Expenditure Report can.

9.3.2 Matching Non-cash Resources. Non-cash resources, in-kind; match is allowable under the FFA grant. Any expenditure the subrecipient incurs in support of their recreational boating safety program can be used as non-cash match.

9.4 Allowable Costs. All costs charged by the Subrecipient must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project and

submitted for reimbursement during the quarter which the costs are incurred. The costs also must be allowable and well documented, in conformance with specific federal requirements (50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

- 9.5 Payments.** After the Subrecipient awards the contract for the Project, and activities commence, MLE shall, upon receipt of the Subrecipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to MLE, disburse funds to the Subrecipient in accordance with *Section 8 - Conditions to Disbursement*.

Subrecipient may request reimbursements no less than on a quarterly basis and during the quarter for which the expenditures have been incurred for project expenses. Reimbursement shall take place after Subrecipient submits a properly completed Reimbursement Request Form (provided by MLE), along with required supporting documentation. Requests shall only be allowed when requested on the proper forms provided by MLE, reference this agreement number, and accompanied with appropriate supporting documentation.

Subrecipient shall be reimbursed for the actual project costs incurred, up to the total reimbursement amount defined above as long as grant funds remain available. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures are for allowable purposes and that documentation is readily available to verify that such charges are accurate. The burden of proof lies with the subrecipient to provide clear information as to the expense and form of payment.

- 9.6 Cost Overruns.** Cost overruns are the responsibility of Subrecipient and must be borne by Subrecipient.
- 9.7 Overpayment.** In the event that the aggregate amount of MLE's interim progress payments to the Subrecipient exceeds the allowable reimbursable costs of the Subrecipient for the Project, the Subrecipient agrees to refund to MLE the amount paid in excess of such allowable expenses within thirty (30) days of **September 30, 2023**.
- 9.8 Offset or Reduction.** The Subrecipient agrees that payment(s) made by MLE under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by MLE not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Subrecipient shall pay MLE the amount of such excess within 30 days after written notice of disallowed costs is provided by MLE.
- 9.8.1 Entertainment Costs.** In accordance with 2 CFR 200, the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities, and alcoholic beverages are not allowable expenses.
- 9.8.2 Prior Costs.** MLE will not reimburse Subrecipient for any costs incurred prior to the effective date of this agreement **October 1, 2022**.

SECTION 10: REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to MLE that:

- 10.1** Subrecipient is a law enforcement agency, duly organized and validly existing. Subrecipient has the power and authority to enter into and perform this Agreement.
- 10.2** The making and performance by Subrecipient of this Agreement (a) have been duly authorized by Subrecipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Subrecipient of this Agreement, other than those that have already been obtained.
- 10.3** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.
- 10.4** Subrecipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Subrecipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and:
- 10.5** Subrecipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement. The representations and warranties set forth in this *Section 10- Representation and Warranties* are in addition to, and not in lieu of, any other representations or warranties provided by Subrecipient.

SECTION 11: GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between MLE or any other agency or department of the State of Washington, or both, and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Superior Court for Thurston County, State of Washington; provided, however, if a Claim MUST be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the Western District of Washington. In no event shall this *Section 11 – Governing Law and Consent to Jurisdiction* be construed as a waiver by the State of Washington of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 12: EQUIPMENT: OWNERSHIP, MAINTENANCE, USEFUL LIFE & DISPOSAL

- 12.1 Ownership Of Equipment.** Except as otherwise provided herein, Subrecipient shall retain ownership of equipment purchased pursuant to the terms of the grant. Subrecipient may not, during the term of the grant, transfer or convey its ownership interest in the equipment. Subrecipient shall not at any time during the term of the grant convert any facility equipment which was acquired pursuant to the grant to a use other than those for which the assistance was originally approved.

Equipment purchased with Recreational Boating Safety Act funds shall be used only for the purpose for which it was purchased and no other purpose, whether or not the Subrecipient continues to be supported by Recreational Boating Safety Act grant funds.

Observed/reported incidents of unauthorized use of MLE equipment shall be addressed by the following:

- 1) Any observed/reported incident of unauthorized use of MLE funded vessels will be followed-up by MLE communication with the Subrecipient. MLE may conduct site visits or contact area boaters for supplemental information as necessary.
- 2) In those instances where the MLE determines that an unauthorized use of a MLE funded vessel has occurred, the MLE will provide written notification to the operator of its determination with a warning that continued misuse or abuse of MLE-funded vessels and equipment may result in:
 - a) the removal of misused equipment from the facility; and/or
 - b) an assessment against the operator for reimbursement of the federal contribution against the current market value of the vessel.

- 12.2 Title.** Title to equipment purchased under this Agreement shall vest in the Subrecipient. If the Subrecipient determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this award period and any extensions thereof, the Subrecipient shall inform MLE in writing within 30 days of such determination. Such equipment shall be transferred by the Subrecipient to a third party approved by MLE for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to another state parks RBS approved law enforcement agency in accordance with this provision, the equipment shall either be returned to MLE for use for grant purposes, or it shall be disposed in accordance with 50 CFR Part 85; and 2 CFR Part 200.

- 12.3 Useful Life.** Beyond the acquisition grant period of performance and throughout the duration of the equipment's useful life, the equipment must continue to be used in the program or project for which it was acquired, as Recreational Boating Safety Act Program. When no longer needed for the original program or project, equipment may be used in other activities in the following order of priority:

- a. Activities supported under a Federal award from the Federal awarding agency which funded the original program or project; then
- b. Activities under Federal awards from other Federal awarding agencies; then
- c. Any activities consistent with the administration of the Washington State Parks and Recreation Commission.

12.4 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership) unless/until released by the MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

12.5 Use and Maintenance. The Subrecipient shall operate and maintain the equipment, purchased, constructed, installed, renovated, operated, repaired, or maintained with MLE grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such conditions include:

- 12.5.1** Subrecipient shall operate and maintain grant funded equipment in accordance with all applicable Federal, State, and local laws, orders, regulations and permits.
- 12.5.2** Operation shall include having trained personnel available to facilitate operation of the equipment and a schedule for maintenance.
- 12.5.3** Law Enforcement vessels shall be operated by trained personnel with a valid State of Washington Boater Education Card or equivalent and be a graduate of state parks Basic Marine Law Enforcement Academy or equivalent.
- 12.5.4** Law Enforcement vessels shall be equipped with all federally required safety equipment and provide and ensure appropriate personal flotation devices are worn at all times when on the vessel or dock.
- 12.5.5** All law enforcement vessels shall have a routine schedule for maintenance.
- 12.5.6** As a condition of receiving the grant funds, Subrecipient shall actively maintain the vessel for the **full design life** of the equipment provided from this grant.
- 12.5.7** Subrecipient shall be responsible for all operation, maintenance, and repair of all vessels and equipment provided from this grant.

12.6 Equipment Replacement.

When original or replacement equipment acquired under this award is no longer needed or the Subrecipient is no longer able to support the RBS mission and the disposition occurs during the grant period, disposition of the equipment shall be made as follows:

- The equipment may be transferred at no cost to another law enforcement agency with a State Parks approved marine law enforcement program (e.g., city or county law enforcement agency) if such equipment will remain in use and be dedicated to the MLE program. The conditions for such transfer shall be stipulated by the MLE and shall include the same requirements as those imposed in the original grant. Any cash or in-kind match paid when the equipment was originally purchased will be forfeited in total.

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- If the equipment cannot be transferred to another law enforcement agency with a state approved marine law enforcement program, it must be sold at the discretion of the MLE, and the Subrecipient shall pay MLE the proceeds of the sale or the fair market value of the equipment, whichever is the greatest.

12.6.1 Equipment Breakdown

In the event an equipment breakdown occurs during the grant period, Subrecipient shall notify MLE within ten (10) working days of breakdown. The equipment must be repaired and fully operational within thirty (30) working days after the breakdown where the breakdown can be remedied with normal expected repairs for one thousand dollars (\$1,000.00) or less. For repairs greater than one thousand dollars (\$1,000.00) the equipment must be fully operational within sixty (60) days after the breakdown. A written report for all breakdowns must be submitted via email to MLE within two (2) weeks of the breakdown describing the problem(s), repair(s), and the cost(s).

A failure to notify MLE of an equipment breakdown and plan for repairs may result in the withholding of grant funds.

12.7 Accident Report

Subrecipients or Subrecipient's staff involved in an accident must remain at the scene and assist any other vessel or person involved, if possible, without endangering their safety, their own vessel, or the people aboard.

SECTION 13: OWNERSHIP OF WORK PRODUCT

13.1 As used in this Section 13 – Ownership of Work Product and elsewhere in this Agreement, the following terms have the meanings set forth below:

13.1.1 Project Ownership. MLE acknowledges and agrees that the Project is the exclusive property of the Subrecipient. MLE is neither responsible nor liable in any manner for the construction, operation, or maintenance of the Project.

13.1.2 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership), unless/until released by MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

SECTION 14: NO DUPLICATE PAYMENT

The Subrecipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Washington, including, but not limited to the Washington State Parks Recreation Commission, or the United States of America or any other party.

SECTION 15: CONTRIBUTION ON THIRD PARTY CLAIMS

- 15.1** If any third party makes any claim or brings any action, suit or proceeding alleging against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this *Section 15 – Contribution on Third Party Claims* and a meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this *Section 13 – Ownership of Work Product* with respect to the Third-Party Claim.
- 15.2** With respect to a Third Party Claim for which MLE is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), MLE shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of MLE on the one hand and of Subrecipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of MLE on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. MLE’s contribution amount in any instance is capped to the same extent it would have been capped under Washington law if the State had sole liability in the proceeding.
- 15.3** With respect to a Third Party Claim for which Subrecipient is jointly liable with MLE (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by MLE in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of MLE on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of MLE on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Subrecipient’s contribution amount in any instance is capped to the same extent it would have been capped under Washington law if it had sole liability in the proceeding.

SECTION 16: SUBRECIPIENT DEFAULT

Subrecipient will be in default under this Agreement upon the occurrence of any of the following events:

- 16.1** Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- 16.2** Any representation, warranty or statement made by Subrecipient in this Agreement or in any documents or reports relied upon by MLE to measure the delivery of services, the expenditure of funds or the performance by Subrecipient is untrue in any material respect when made;
- 16.3** Subrecipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 16.4** A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Subrecipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (c) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 17: INDEMNIFICATION

Subrecipient shall hold harmless, save harmless, indemnify, and defend at the Subrecipient's expense the State of Washington, Commission, its officers, employees, successors and assigns against any and all damages and/or losses arising out of Subrecipient's use of, or presence or activity in, the facilities, including those arising out of the use or operation of equipment or facilities or as a result of the conduct of Subrecipient's programs, or from the conduct of Subrecipient's employees or agents, or damages or vandalism to facilities by third-parties, contracted or participating in Subrecipient's programs, events or activities.

SECTION 18: LIABILITY INSURANCE

- 18.1** The Contractor may provide the required coverage under a self-insured/liability pool or self-insured risk management program. The Contractor shall provide to State Parks a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such summary of coverage and letter of self-insurance will additionally be provided on the anniversary of the start date of this Agreement if the agreement is for more than twelve months.
- 18.2** All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractors participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

SECTION 19: REMEDIES

- 19.1** In the event Subrecipient is in default under *Section 16 – Subrecipient Default* MLE may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under *Section 22 – Termination*, (b) reducing or withholding payment for work or Work Product that Subrecipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Subrecipient to perform, at Subrecipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under *Section 20 – Recovery of Overpayments* (which is in addition to the remedies provided in *Section 9.7 – Overpayment*), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 19.2** In the event MLE terminates this Agreement under *Section 22.1 – Termination for Convenience*, *Section 22.2 Termination for Inefficiency*, *Section 22.3 – Termination Because of Non-Appropriation or Project Ineligibility*, or *Section 22.4 – Termination for Default*, Subrecipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by MLE, for work completed and accepted by MLE within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, less any claims MLE has against Subrecipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by MLE, for authorized expenses incurred, less previous amounts paid for the deliverable and any claims that MLE has against Subrecipient. In no event will MLE be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Subrecipient exceed the amount due to Subrecipient under this *Section 19.2*, Subrecipient shall promptly pay any excess to MLE.

SECTION 20: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in *Section 9.7 - Overpayment*, if payments to Subrecipient under this Agreement, or any other agreement between MLE and Subrecipient, exceed the amount to which Subrecipient is entitled, MLE will not reimburse any further claims. In addition, MLE will require repayment of any over payments as reflected in Section 9.7 of this agreement. may, after notifying Subrecipient in writing, withhold from payments due Subrecipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 21: LIABILITY

THE SUBRECIPIENT SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION, EXPIRATION, OR SUSPENSION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 22: TERMINATION

22.1 Termination for Convenience. The Subrecipient may terminate this Agreement at any time upon thirty (30) days prior written notice to MLE; provided, however, that the Subrecipient shall, within thirty (30) days of such termination, reimburse MLE for all funds contributed by MLE to the Project; provided further that until the Subrecipient has fully reimbursed MLE for such funds, the Subrecipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of 12 percent (12%) per annum, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days MLE may turn any delinquent debt over for collection.

22.2 Termination Because of Inefficiency. Use of federal funds demands good stewardship. MLE in an ongoing basis will be monitoring the performance of the subrecipient through the subrecipient's reporting into the MLE Statement of Activity Reporting system. If in MLE's opinion, these metrics demonstrate poor stewardship the Agreement will be terminated. If feasible, MLE may work with the Subrecipient and give the Subrecipient an opportunity to improve the metrics to what MLE believes is a healthy metric.

22.3 Termination Because of Non-Appropriation or Project Ineligibility. MLE, as provided in *Section 33 - Force Majeure*, may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Subrecipient, may modify or terminate this Agreement if:

- a. MLE fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed, or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Subrecipient has no other lawfully available funds, then the Subrecipient may terminate this Agreement at the end of its current federal fiscal

year, with no further liability to MLE. The Subrecipient shall deliver written notice to MLE of such termination no later than 30 days from the determination by the Subrecipient of the event of non-appropriation. MLE shall pay for all authorized Project costs expended up to the date of written notice of termination.

22.4 Termination for Default. MLE, at any time upon 30 days prior written notice of default to the Subrecipient, may modify or terminate this Agreement if:

- a. The design and implementation, of the Project is not pursued with due diligence; or
- b. The Project is not permissible under federal, state, or local law; or
- c. The Subrecipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- d. The Subrecipient, without the prior written approval of MLE uses the funds provided by MLE hereunder to pursue any project other than the Project described in the final project approved by MLE; or
- e. During the term of this Agreement, the Subrecipient fails to perform any obligation or requirement of this Agreement.
- f. The Subrecipient defaults under any other agreement between the Parties.

22.5 Rights and Remedies.

- a. The Subrecipient shall, within 30 days of its receipt of a notice of default, reimburse MLE for all funds contributed by MLE to the Project. Further, MLE shall have any and all rights and remedies available at law or in equity.
- b. In the event that Subrecipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating MLE's grant or cause or requires MLE to return funds to the Federal Funding Agency, Subrecipient will return to MLE an amount equal to the funds which MLE is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 23: NONAPPROPRIATION

MLE's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon MLE receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow MLE, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement.

SECTION 24: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

This agreement may be amended only by mutual agreement of the parties in writing. Formal written amendment of the contract is required for changing the terms and conditions specifically stated in the original agreement and any prior amendments, including but not limited to:

- Budget revisions
- Scope of work
- Change in due dates

-
- Extensions of the period of performance
 - Any other revisions determined material by MLE

SECTION 25: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address or to such other addresses as either Party may indicate pursuant to this *Section 24 - Amendments*. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered.

SECTION 26: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under *Section 11 – Governing Law and Consent to Jurisdiction*, *Section 13 – Ownership of Work Product*, *Section 20 – Recovery of Overpayments*, *Section 21 – Limitation of Liability*, and *Section 26 - Survival* hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 27: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 28: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 29: COMPLIANCE WITH LAW

- 29.1 Compliance with Law Generally.** Subrecipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Subrecipient and the Agreement.
- 29.2 Penalty of Perjury.** By its execution of this Agreement, Subrecipient certifies under penalty of perjury under the laws of the state of Washington the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement.
- 29.3 Tax Compliance.** Subrecipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Subrecipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this *Section 29.3 – Tax Compliance*, "tax laws" includes: (i) All tax laws of this state; (ii) Any tax provisions imposed

by a political subdivision of this state that applied to Subrecipient, to Subrecipient's property, operations, receipts, or income, or to Subrecipient's performance of or compensation for any work performed by Subrecipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, or to goods, services, or property, whether tangible or intangible, provided by Subrecipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this *Section 29 – Compliance with Law* constitutes a material breach of this Agreement. Any failure to comply with Subrecipient's certifications shall constitute a material breach of this Agreement. Any failure to comply shall entitle MLE to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 29.3.1** Termination of this Agreement, in whole or in part, this is in addition to any remedies available under *Section 22 - Termination*.
- 29.3.2** Offsetting against any amount owed to Subrecipient, and withholding of amounts otherwise due and owing to Subrecipient, in an amount equal to State's setoff right, without penalty; and
- 29.3.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. MLE may recover any and all damages suffered as the result of Subrecipient's breach of this Agreement, including but not limited to direct, indirect, incidental, and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

The state of Washington may take any and all actions permitted by law relative to the collection of taxes due to the state of Washington or a political subdivision, including (i) garnishing the Subrecipient's compensation under this Agreement or (ii) exercising a right of setoff against Subrecipient's compensation under this Agreement for any amounts that may be due and unpaid to the state of Washington.

These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 30: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Subrecipient is not an officer, employee, or agent of the state of Washington.

SECTION 31: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Washington Legislative Assembly, elected official of the state of Washington, or official, agent, or employee of the state of Washington, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the state of Washington shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 32: INTENDED BENEFICIARIES

MLE and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 33: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. MLE may terminate this Agreement upon written notice to Subrecipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 34: ASSIGNMENT AND SUCCESSORS IN INTEREST

Subrecipient may not assign or transfer its interest in this Agreement and any attempt by Subrecipient to assign or transfer its interest in this Agreement will be void and of no force or effect.— The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the sub grant shall:

- a. If the contract is not to a unit of Washington State government, the contract shall require the Subrecipient to indemnify, defend, save and hold harmless the state of Washington and its officers, employees, and agents ("indemnatee") from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort, caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("claims"). It is the specific intentions of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

SECTION 35: SUBCONTRACTS & SUB-AWARDS

Subrecipient shall not, without MLE's prior written consent, enter into any subcontracts or follow-on sub-recipient sub-awards (work carried out by parties other than the Subrecipient) for any of the work required of Subrecipient under this Agreement. Subrecipient's consent to any contract, subcontract, sub-award will not relieve Subrecipient of any of its duties or obligations under this Agreement.

SECTION 36: TIME IS OF THE ESSENCE

Time is of the essence in Subrecipient's performance of its obligations under this Agreement.

SECTION 37: MERGER AND WAIVER

This Agreement and all Exhibits and Attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

Failure by MLE to insist upon the strict performance of any provision of this agreement shall not affect MLE's right to require strict performance of the same provision in the future or any other provision. Failure by MLE to exercise any right based upon a breach, or acceptance by MLE of performance during such breach, shall not constitute a waiver of any of its rights or remedies with respect to such breach.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 38: RECORDS MAINTENANCE AND ACCESS

Subrecipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that Washington State Parks and Recreation Commission and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

SECTION 39: HEADINGS

The headings and captions to sections or subsections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 40: INCORPORATION BY REFERENCES AND ORDER OF PRECEDENCE

The table below reflects the documents that are incorporated by reference (whether attached or not) and the order of precedence should there be a conflict between the parts of document or other documents incorporated by reference. The lower the number, the higher the precedence. Where two or more documents address a point or concept but are not in conflict, they should be read as supplemental, additive, and/or cumulative.

Precedence	Document
1 (highest)	United States of America Laws or Rules AND Washington State Laws and Rules
2	Amendments to any of the documents listed below shall control over the earlier version of that same document or earlier amendment to that same document.
3	EXHIBIT A - FEDERAL COMPLIANCE TERMS
4	EXHIBIT B - INFORMATION REQUIRED BY 2 CFR §200.211(b)
5	EXHIBIT C – 2 CFR 200, Appendix II - TERMS
6	ATTACHMENT A - SUBRECIPIENT'S MLE GRANT APPLICATION
7	ATTACHMENT B – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL REGISTRATION FEES AND FEDERAL ASSISTANCE GRANTS
8	ATTACHMENT C – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS

SECTION 41: SIGNATURES

This Agreement, which includes incorporated documents, is executed by the persons signing below who warrant under penalty of perjury under the laws of the State of Washington that they have read and understood the document and find it to be legal, valid, and a binding obligation, enforceable according to its terms, and have the authority to execute the contract.

Clallam County 223 E. 4 th Street, Ste 1 Port Angeles, WA 98362-3000	Washington State Parks and Recreation Commission 1111 Israel Road SW PO Box 42650 Olympia, WA 98504-2650
Sign: <i>Mark Ozias</i>	Sign:
Title: <i>Chair</i>	Title: Chief Financial Officer
Email:	Email: ContractsAndProcurement@parks.wa.gov
Date:	Date:
Place: <i>Port Angeles WA</i>	Place: Tumwater, WA

Approved as to form:

Bert D. Boughton

Bert D. Boughton
Deputy Prosecuting Attorney

EXHIBIT A: FEDERAL COMPLIANCE TERMS

I. Grant Subrecipient Compliance Requirements:

A. Subrecipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).

B. Subrecipient to comply with Assurances – Construction Programs (Standard Form 424D)

C. Pursuant to 2 CFR Part 170, MLE will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

II. Federal Terms and Conditions:

Subrecipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B.

B. including but not limited to the following:

1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Subrecipient, and Subrecipient shall also include these contract provisions in its contracts with non-Federal entities.

3. Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$750,000.00 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to MLE within 30 days of completion.

B. Cost Principles 2 CFR Part 200, Subpart E

C. Central Service Cost Allocation Plans Appendix V to Part 200

D. Indirect Cost Proposals Appendix VII to Part 200

E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Subrecipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by MLE.

G. Eligible Workers. Subrecipient shall ensure that all employees complete the I-9 Form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Subrecipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the Subrecipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the Subrecipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the Subrecipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
4. Coastal Zone Management Act (which requires Subrecipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).'
5. Wild and Scenic Rivers Act (which requires the Subrecipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)

6. Historic Preservation Act, E.O. 11593 (which requires Subrecipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).

7. Endangered Species Act (which requires the Subrecipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205].

8. Marine Mammal Protection Act (which Requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25

2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170

3. Award Term for Trafficking in Persons (applicable to private entity subrecipients) 2 CFR Part 175

4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400

5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401

6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

7. 41 U.S.C. 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Subrecipient, Subrecipient's contractor, or Subrecipient's sub-recipient(s) (however many levels), and their contractors award contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The Subrecipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.

EXHIBIT B: INFORMATION REQUIRED BY 2 CFR §200.211(b)

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): Clallam County Sheriff's Office

Subrecipient's UEI number: #JV6JJNELRBS5

- (ii) Federal Award Identification Number (FAIN): #3322FAS220153

- (iii) Federal Award Date: 10/1/2022

- (v) Sub-award Period of Performance Start and End Date: From 10/1/2022 to 9/30/2023

- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$13,186.68

- (vii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$13,186.68

- (ix) Federal award project description: Marine Law Enforcement Federal Financial Assistance Grant

- (ix) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

(a) Name of Federal awarding agency: United States Coast Guard

(b) Name of pass-through entity: Washington State Parks and Recreation Commission

(c) Contact information for awarding official of the pass-through entity:
boatingprogram@parks.wa.gov

- (x) CFDA Number and Name: Federal Boat Safety Act 92-75

- (xi) Is Award R&D? No

- (xii) Indirect cost rate for the Federal award: NA %

**For the purposes of this Attachment, the term "pass-through entity" refers to Washington MLE Grant Program.*

EXHIBIT C: 2 CFR 200, APPENDIX II - TERMS

Provisions for Non-Federal Entity Contracts Under Federal Awards (current as of 20200717)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000.00, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000.00 that

involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000.00 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

ATTACHMENT "A": SUBRECIPIENT'S FFA GRANT APPLICATION



Adobe Acrobat
Document

Washington State Parks & Recreation Commission - Recreational Boating Program

Federal Financial Assistance Grant Program Application

Application Year: 2023

Agency Name: Clallam County Sheriff's Office

PREVENTION PLAN PART 1 - ASSESSMENT, IDENTIFICATION, GOALS

High Priority Boating Risks and Hazards

High Priority Boating Risks & Hazards	Data / Professional Judgement	Comments
2. Weather - With the shorter fishing seasons fishermen are going out in weather conditions that they normally wouldn't have done in the past.	The Strait of Juan de Fuca and the Pacific Ocean can be a rapid changing environment that can overcome inexperienced or experienced operators and/or their boats.	The one fatality and the four reportable accidents (2016) involved individuals that did not reside in Clallam County. Of the twelve non-reportable accidents, three of them involved individuals that reside in Clallam County. The boating fatality in 2018 involved a resident of Clallam County who had some passengers from out of the area. In 2019, there were two boating fatalities in Clallam County. Poor weather and high seas were a contributing factor to one of the boating fatalities. Alcohol, poor lighting, and inattention were contributing factors in the second boating fatality. In 2020, the CCSO Boating Unit investigated five boating accidents by July; one accident resulting in a fatality and

		another accident involving critical, life-threatening injuries.
4. Equipment Failures - These accidents were the result of failures of through hull fittings, bilge pumps or loss of power	see above	Since 2015, the majority of reported accidents involved individuals that resided outside of Clallam County. In August 2022, members from the CCSO Boating Unit rescued a recreational boater at Lake Sutherland after he spent nearly 24 hours on the water because his engines failed. Despite him attempting to waive down other boaters in the area for assistance, no one assisted him to shore. We responded and towed his boat back to shore. There were no injuries resulting from the incident.
3. Navigation Errors - The majority of these are groundings by individuals that are not familiar with the area or boats that were maneuvering in confined areas.	Recreational boaters that are operating small crafts in open and unprotected waters, at times are going to encounter mishaps.	In 2015, the Clallam County Marine Unit responded to fourteen reported boating accidents which included three fatalities, four reportable accidents, and ten non-reportable accidents. In 2020 and 2021, the CCSO Marine Unit investigated nine boating accidents with two of those accidents resulting in fatalities.
There are four identified risks and hazards that are contributing factors to reported boating accidents. 1. Operator inexperience - individuals that have minimal experience operating boats or kayaks in Clallam County	Professional Judgment: Individuals that reside outside of Clallam County and or boat and fish in Clallam County are our highest risk group of boaters.	In 2017, the Clallam County Sheriff's Office responded to five boating accidents. Three of those accidents did not require a report. In 2016, The Clallam County Sheriff's Office Marine Unit responded to 16 reported boating accidents. There was one fatality, four reportable accidents, and twelve non-reportable accidents. In 2018, there was one boating fatality in the Straits of Juan De Fuca. The boating accident was

		investigated by a Patrol Deputy after the incident had occurred. In 2019, our Marine Unit investigated two boating fatalities in our jurisdiction and three overall boating accident reports. In 2020, the CCSO Marine Unit investigated seven boating accidents; one accident involving a fatality and another with critical, life-threatening injuries. In 2021, the CCSO Marine Unit only investigated two boating collisions with one being a presumed fatality being they are still missing at sea. In 2022, the CCSO Marine Unit investigated three boating collisions; none of which resulted in serious injury or death.
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High Priority Audiences

Description of Audience	Why is this Audience a Priority?	Comments
The boating community that is most at risk are individuals that do not reside in Clallam County and transit through the area for fishing and/or kayaking in the Strait of Juan de Fuca and the Pacific Ocean. These individuals are operating their vessels in unfamiliar, open, unprotected waters that are very susceptible to rapidly changing weather conditions, which can tax their vessels, equipment and knowledge.	Clallam County is known as a salt water fishing destination. There are also a number of boats that transit the Strait of Juan de Fuca enroute to the Pacific Ocean, Puget Sound, and the San Juan Islands or Alaska. Approximately 70% to 90% of all boater that the marine unit contacts reside outside of Clallam County. All the fatalities that reported in 2016 and 2015 involved individuals that did not reside in Clallam County.	The most effective way to contact and influence this segment of recreational boaters is with the on-water patrols, safety inspections and educational outreach events. In 2022, the CCSO Marine Unit intends to increase patrols on Lake Sutherland where there is a request for more law enforcement presence due to a wake boat dispute. The CCSO Marine Unit conducts patrols mainly in July and August on

		Lake Sutherland and we typically encounter kayakers and recreational boaters with various experience levels. In 2021, CCSO Marine Deputies found that several kayakers were without a sound device and were educated accordingly. The CCSO Boating Unit intends to post signs, provide educational pamphlets, and increase presence to ensure everyone is boating safely.
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PREVENTION PLAN PART 1 - TASKS, TACTICS, MEDIA

Patrol Plans / Emphasis Patrols / Enforcement Policies

Activity	Time Frame	Patrol Hour Goal	Inspection Goal	Comments	Type
Patrol our lakes for BUI emphasis , safe boating activity with life jackets, RBS inspections	June through August	20.00	Patrol Plan/Emphasis Patrol/Enforcement Policy		Patrol Plan/Emphasis Patrol/Enforcement Policy
Random evening weekend BUI patrols during fishing seasons	June through September	40.00	Patrol Plan/Emphasis Patrol/Enforcement Policy		Patrol Plan/Emphasis Patrol/Enforcement Policy
Schedule patrols during all opening days of halibut season	May	60.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	This is dependent on the length of the fishing seasons as set forth by the WA State DFW	Patrol Plan/Emphasis Patrol/Enforcement Policy

Schedule patrols on weekends and weekdays during fishing seasons	June through September	120.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	This is dependent on the length of the fishing seasons as set forth by the WA State DFW	Patrol Plan/Emphasis Patrol/Enforcement Policy
Emphasis patrols during fishing derbies	Olympic Salmon Derby in February and the Sekiu Salmon Derby in September	60.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	This is dependent on the length of the fishing seasons as set forth by the WA State DFW	Patrol Plan/Emphasis Patrol/Enforcement Policy
Boat patrol	February through September		Safety Inspection	Depending on staffing and COVID 19 impacts	Safety Inspection

State Approved Boater Education Classes & Community Events

Activity	Date	Hours Planned	Attendance	Comments	Type
Lavender Festival	7/16/2022	25.00		This is a three day event that attracts tens of thousands of people from out of the area. We provide boater safety information to kids and their parents and talk about boating safety during this event. It is unknown whether this event will be held due to COVID 19 concerns.	Community Events

KID'S FESTIVAL	3/5/2022	20.00		KID'S FEST is a Port Angeles community event where parent's bring their children to meet with 1st Responders. We typically staff this event with to RBS certified Deputies to talk to children about boating safety. It is unknown whether this event will be held due to COVID 19 concerns.	Community Events
COASTAL	7/16/2022	12.00		Partner with COASTAL store for kid lifejacket giveaway, education, and outreach.	Community Events
YACHT CLUB EVENT	8/6/2022	20.00		We have attended this event that is either held in Sequim or Port Angeles. We talk to many sailors about boating safety and we have staffed this with two RBS certified Deputies. It is unknown whether this event will be held due to COVID 19 concerns.	Community Events

Waterfront Days Port Angeles	10/1/2022	20.00		Our Marine Unit participates in this event along with the USCG to meet with the public and talk about boater safety education/laws. It is unknown whether this event will be held due to COVID 19 concerns.	Community Events
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Vessel Dealer/Rental Site Visits

Dealers Targeted	Hours Spent Visiting	Comments	Type
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Professional Prevention Partners

Name of Partnering Orgs	Hours Planned Coordinating	Comments
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Media Plan

Campaign	Owned Media Posts	Earned Media Posts	Events	Comments
Operation Dry Water	4.00	4.00		When the pre-made materials are provided they will be posted to our Clallam County Sheriff's Office FACEBOOK page. Some of the messages will be released to the local media to be cast on local radio stations.

National Safe Boating Week	4.00	4.00		When the pre-made materials are provided they will be posted to our Clallam County Sheriff's Office FACEBOOK page. Some of the messages will be released to the local media to be cast on local radio stations.
Spring Aboard	4.00	4.00		When the pre-made materials are provided they will be posted to our Clallam County Sheriff's Office FACEBOOK page. Some of the messages will be released to the local media to be cast on local radio stations.
Paddle Safety Week	4.00	4.00		When the pre-made materials are provided they will be posted to our Clallam County Sheriff's Office FACEBOOK page. Some of the messages will be released to the local media to be cast on local radio stations.
Other (please describe)				

INSTRUCTOR INFORMATION

SAW ID	First Name	Last Name	Phone	Email	Development Complete?
	William	Cortani	360-460-4317	bill.cortani@clallamcountywa.gov	Yes

PREVENTION GOALS SUMMARY

Total Patrol Hour Goal: 300.00

Total Inspections Goal: 300.00

Count of State Approved Boater Education Classes Planned: 0.00

Sum of Hours for State Approved Boater Education Classes: 0.00

Sum of State Approved Boater Education Classes Planned Attendance: 0.00

Count of Community Events: 5.00

Sum of Community Events Hours: 97.00

Count of Presentations to Schools: 0.00

Sum of Presentation to Schools Hours: 0.00

Count of Presentations to Groups: 0.00

Sum of Presentations to Groups Hours: 0.00

Count of Dealer Visits Planned: 0.00

Sum of Dealer Visits Hours: 0.00

Count of Rental Sites Planned: 0.00

Sum of Rental Site Visits Hours: 0.00

Owned Media Posts: 16.00

Earned Media Posts: 16.00

Count of Partnering Organizations: 0.00

Sum of Partnering Organization Hours: 0.00

Printed On: October 26, 2022

**ATTACHMENT B – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL
REGISTRATION FEES & FEDERAL ASSISTANCE GRANTS**

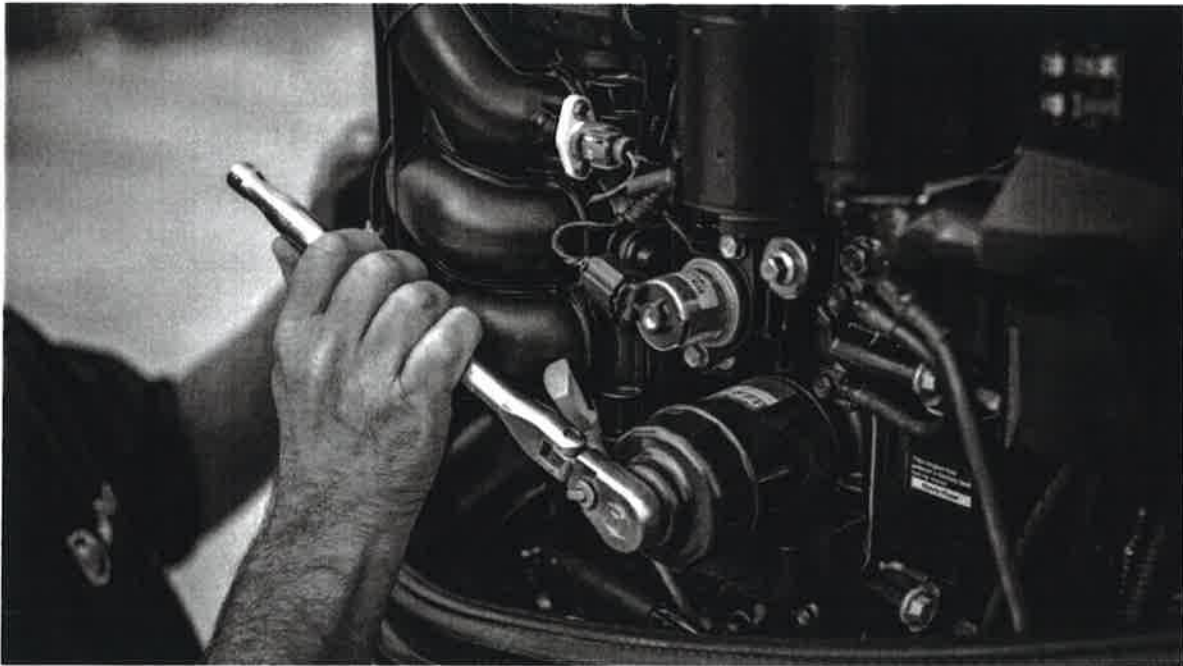


2021 Allowable
Expenses.pdf



Allowable Costs & Expenditures For State Vessel Registration Fees & Federal Assistance Grants

Updated June 2021



Washington State Parks & Recreation Commission

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VESSEL REGISTRATION FEES & GRANT FUNDING

Any item not listed below must be reviewed and found acceptable by the Washington State Parks Boating Program (Boating Program) before it is considered a valid Recreational Boating Safety (RBS) expenditure.

UNIT COST APPROVAL

Items with a unit cost of \$5,000 or more under the VRF funds and \$2500 or more under the FFA grant must have the prior written approval of Washington State Parks and Recreation Commission Marine Law Enforcement (MLE) Coordinator.

COST PRORATION

If a cost benefits both your RBS program and other work of your agency, the cost should be allocated to the RBS Program based on the proportional benefit to the program. The costs may be allocated using any reasonable documented method.

ADMINISTRATIVE COSTS

Agencies that receive Vessel Registration Fees (VRF) are not allowed to charge flat administrative costs for the administration of the VRF funds as is often done with federal grants. However, agencies may charge the salaries and benefits costs of actual hours worked by staff associated with the administration of their dedicated VRF account.

Agencies that receive federal assistance grants from the Boating Program are allowed to charge indirect (administrative) costs for those funds. If the agency has a federally negotiated indirect cost rate, they are permitted to charge that against the total salaries + benefits charged to the federal assistance grants. They must first provide a copy of their current rate agreement to Parks. If not, then they may charge a *de minimis* flat rate of 10% or elect not to charge indirect at all (2 CFR 200.414(f)).

ALLOWABLE EXPENDITURES

Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission. If it is unclear if an expense meets these criteria, contact State Parks at (360) 902-8845 or cheri.peel@parks.wa.gov to discuss the item before proceeding.

Allowable expenses include but are not limited to:

- **RBS SALARIES**

- Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington State and who have completed an RBS course acceptable to State Parks (BMLE or equal).

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- Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington State, and who have not completed a BMLE course is acceptable ONLY when working with an RBS trained officer AND when the agency has a written 'two-officer' policy for officers on marine patrol for the purpose of officer safety.

- **RBS EDUCATION AND INSTRUCTION**

Providing instructors for the *Adventures in Boating* course that qualifies graduates for the required mandatory boater education card. Costs may include classroom supplies, light refreshments, other goods and services necessary to promote and teach classes, and officer salaries, benefits and wages. Officer salaries will only be reimbursed for those officers who have successfully completed a State Parks *Adventures in Boating* Instructor Training class and are listed on our files.

Life jackets (USCG approved only) for the state *Adventures in Boating* course and other RBS presentations, such as: throw rings or cushions for loaners and the cost to print only the agency's name or RBS safety messages.

- **RBS TRAINING**

Grant or VRF funds can be used to pay for full-time and reserve officers who are fully commissioned to enforce the laws of the State of Washington to attend training provided by the Boating Program or courses approved by the Boating Program.

Note: Approval from State Parks is mandatory if an officer or deputy is applying for a non-Washington RBS course. Examples of approved courses include:

- MLE Instructor Meeting
- Basic Marine Law Enforcement/Boat Crew Member or equivalent (BMLE)
- Boat Operator Search and Rescue (BOSAR)
- Boating Under the Influence – Basic (BUI-Basic)
- Boating Under the Influence-Advanced (BUI-Adv)
- Personal Watercraft for Law Enforcement (PWCLE)
- Enhanced Vessel Operator Course (EVOC)
- Fall Marine Law Enforcement Conference
- Boating Accident Investigation-Level 1
- Officer Water Survival
- Boater Education Instructor Training (BEIT)
- Designated Education Officer Training (DEOT)
- Adventures in Boating Instructor Training

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- RBS Related Local In-Service Training
- Other USCG training courses with prior approval
- Other NASBLA training courses with prior approval

Per Diem travel expenses at **state per diem rate** in effect for the destination RBS training, conferences, and meetings. Cost is prorated for percentage of travel /per diem for RBS purposes /missions only.

RBS EQUIPMENT

Allowable expenses may include the purchase, maintenance and operation of patrol boats and patrol boat equipment to perform the RBS mission as defined in WAC 352-65-040 only. **Any purchase exceeding \$5,000 under the VRF funds must receive prior approval from the Boating Program. Any purchases exceeding \$2,500 under the FFA grant must receive prior approval from the Boating Program.** All decisions by the Boating Program for equipment purchases are final.

PATROL VESSELS

- Motors and hardware
- Props
- Trailers and maintenance of trailers (repair, tires, winch, cables, power take-off)
- Patrol vessel and engine drive system repairs
- Repair and replacement of equipment on boat (includes de-watering pumps which can also be used as fire-fighting equipment)
- Tow vehicles (dedicated for 100% RBS use, or prorated for the percentage of time used for RBS activities)
- Hitch assemblies and installation cost for tow vehicles that are dedicated for 100% RBS use, or prorated for the percentage of time used for RBS activities
- Anti-freeze fluid
- Batteries and fluid; maintenance and replacement
- Costs related to the maintenance and repair of the vessel
- Costs related to marking and identifying patrol vessels as government owned, which includes painting, decals and cost of removal and application
- Vessel electrical system repairs and replacement
 - Electronic devices: parts and labor for maintenance, repairs to maintain, or replacement when devices fail, or are no longer serviceable, or when upgrades are required to meet customary and current standards for law enforcement work
 - Devices dedicated to the program such as agency & VHF radios
 - Radar units

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- Sirens
- Blue lighting equipment
- Hailers
- Global positioning system (GPS) units
- Personal breath testers (PBT)
- Cell phones used 100% RBS only, or prorated for a percentage of time used on boat
- Battery chargers and computers dedicated to program use
- Includes brackets and fittings for installation and use
- Fluids for hydraulic system
- Fuel, fuel additives and filters; associated disposal fees
- Gear oil for lower units
- Glass replacement and costs to install, associated disposal fees
- Grease and lubricants
- Oil and oil filters; associated disposal fees
- Parts and labor for regular scheduled maintenance and scheduled replacement
- Parts for replacement on the vessel when failure occurs or when damaged and labor, which includes engine, lower unit and cooling system repairs and replacement
- Vessel canvas tops and side covers; includes repairs and replacement of canvas/vinyl/plastic material and framing structures
- Vessel hull and structural repairs/replacement of railings, pilot house, decks, cleats, ladders, swim platforms, Sampson posts, fittings, towing equipment, davits, anchors, chain, and associated hardware and fittings

ASSOCIATED EQUIPMENT FOR PATROL VESSELS

- Cost of emergency response and rescue equipment repair, replacement and maintenance, including: stretchers, first aid/first responder kits and materials, fire suppression equipment and supplies.
- Cost of fees related to cell phone charges, annual registration charges, renewal fees, and insurance are prorated for percentage of time used performing RBS missions.
- Cost of haul-outs and associated costs with cleaning and maintenance of hull, fixtures and drive systems, and associated disposal fees.
- Costs related to moorage, including cost of water/electricity associated with maintenance and moorage.
- Cost of required safety equipment on the vessel when replacement, repair, or regular maintenance is needed to meet state/federal regulations and maintain USCG standards. For example:

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- Life jackets, replacement parts (clips, hooks, CO2 cartridges and re-arm kits) and stenciling/screening of agency name or law enforcement
- Exposures suits
- Fire extinguishers/extinguishing systems
- Visual distress signals
- Navigation lights
- Sounding devices
- Ventilation systems
- Backfire flame arrestor
- Cost of replacement, repair, or regular maintenance of equipment used during operation and moorage. For example:
 - Fenders
 - Lines for towing and mooring
 - Chafing gear
 - Boat hooks
 - Towing equipment
 - Bilge pumps
 - Batteries
 - Navigation charts
 - Piloting equipment
 - Helm fixtures and seats
 - Logbooks
 - Depth sounders & radar, does not include FLIR systems
 - Portable fuel tanks and hoses

PATROL VESSEL TRAILERS

- Costs related to maintenance and repair of patrol vessel trailer(s)
- Cost of tires and wheels, including: installation, repair, and balancing; associated disposal fees
- Electrical system maintenance, repair and replacement
- Hitch and ball repair or replacement
- Hydraulic or electric brake system maintenance, repair and replacement
- Oil, grease and lubricants, and associated disposal fees
- Winch maintenance, repair and replacement

BOAT EQUIPMENT

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- Anchors
- Line for towing and mooring
- Chain or shackles and attachment hardware
- Carabineers
- Boat hooks
- Fire extinguishers (only USCG approved)
- Fenders
- Depth finders
- Radar units, does not include FLIR systems
- Radios and computers, dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- Lines for tie up
- Light bars – blue lights only (no red, white or yellow lights)
- Search lights dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- FLIR System (mounted on and wired to the vessel)
- Sirens
- Cost of installation and servicing of electronic components
- Canvas and siding for weather protection
- Haul out for cleaning/painting/servicing patrol vessels
- First-aid kits dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- Rescue throw bags for use on boats only

NAVIGATION AIDS & BUOYS

- Navigation signs & markers (to meet RCW 79A.60.500 and WAC 352)
- Decals for buoys
- Chain
- Cable and connectors
- Weights
- Equipment to maintain buoys and signs to remain effective

EDUCATION

- Publications to promote RBS education that are already prepared or the creation, design and printing of publications

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- Education equipment related to required boating safety equipment for recreational boats
- Promotion of *Adventures in Boating* classes (including presentation materials, light refreshments and room rental for classes)

NON-ALLOWABLE COSTS AND EXPENDITURES

- Bullet proof vests are beneficial, however equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of an RBS program mission and is considered a local agency responsibility to purchase.
- Equipment used in recovery operations (dive equipment, etc.) while being used in an RBS search or investigation mode are 100% eligible. Once this equipment is used for recovery operations it must be prorated between RBS missions and recovery missions.
- Handheld or portable night vision, FLIR or thermal imaging devices are a 100% allowable expense while in RBS patrol, search or investigation mode. Once this equipment is used for recovery operations it must be prorated. Permanently mounted and electrically wired FLIR and thermal Imaging devices are 100% allowable expenses.
- Homeland security missions (weapons, etc.), or any other equipment determined as unrelated by the Boating Program is not an allowable expense.
- Firefighting equipment is not an allowable expense.

ATTACHMENT C – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS



2021 Vessel
Registration Fee Prog



Vessel Registration Fee Program Guidance for Marine Law Enforcement Programs

Updated January 2021



Introduction

The purpose of the Vessel Registration Fee (VRF) program is to focus local jurisdiction marine programs on injury prevention activities around recreational boating safety. These activities include enforcing RCW 79A.60: Regulation of Recreational Vessels and providing emergency response to boating accidents. Each marine patrol unit should strive to serve and protect the lives and property of Washington's recreational boaters. All VRF Funds are awarded based on the potential success and ability of the local agency to provide such service to the boating community. Recreational Boating Safety (RBS) programs are evaluated using the criteria published in this document, as well as its ability to meet the requirements and assurances of WAC 352-65: Boating Safety Program Approval.

This guidance document is intended to help local marine law enforcement programs understand the minimum qualifications and requirements to receive vessel registration fees. The document has been laid out to explain this as simply as possible. The beginning section provides a brief list of the qualifications and requirements, and the remainder of the document explains each component in more depth.

The Washington State Parks Boating Program (State Parks) has established different operational goals for agencies dependent on the population within their jurisdiction (based on 2019 census data).

- **Small Agencies** – Under 30,000 population
- **Medium Agencies** – Population between 30,000 and 100,00
- **Large Agencies** – Populations exceed 100,000.

Washington State Parks & Recreation Commission

State Parks Boating Program Contacts

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Marine Law Enforcement Coordinator

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Matt.Stowers@parks.wa.gov

Accidents & Reporting

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Sherri.Sweeney@parks.wa.gov

MLE Program Coordinator & SOAR Reports

Cheri Peel
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Cheri.Peel@parks.wa.gov

Mailing Address

Washington State Parks Boating Program
Attn: MLE Program
1111 Israel Rd SW
P.O. Box 42650
Olympia, WA 98504-2650

Physical Address

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Washington State Parks & Recreation Commission

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Overview of Agency Eligibility Requirements and Qualifications

Only counties or local public agencies having jurisdiction over waters used for recreational boating and possessing the authority to enforce the Revised Code of Washington and the Washington Administrative Code are eligible to apply to receive vessel registration fees. Participating agencies must:

Administrative & Financial Requirements

1. Sign an annual agreement with State Parks.
2. Designate a “Marine Lead”: A single point of contact that oversees the day-to-day program operations, commits to attend the annual marine law enforcement conference, and responds to surveys sent by State Parks.
3. Designate a “Marine Supervisor”: A single point of contact that has administrative authority over the marine program for the agency.
4. Report recreational boating safety activities and certain financial data to State Parks.
5. Place all vessel registration fees into a dedicated account, agree to spend them only on eligible expenses and agree to accountability requirements.
6. Provide digital links to all local ordinances regulating recreational boating.

Operational Requirements

7. Employ Officers / Deputies commissioned to enforce Washington state law.
8. Send all marine Officers / Deputies through the Washington State Parks Basic Marine Law Enforcement Academy.
9. Maintain annual training qualification currency for each participating Officer / Deputy.
10. Provide the appropriate vessels and equipment to carry out the operational requirements.
11. Report all boating accidents that occur within the jurisdiction (that meet minimum criteria) pursuant to RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70.
12. Respond and provide assistance to boaters for on-water emergencies, complaints, and accidents.
13. Commit to a minimum number of hours patrolling the waters used by recreational boaters during peak boating season.
14. Actively enforce Washington’s boating safety laws and regulations.
15. Conduct vessel safety inspections for recreational boaters.
16. Provide a boating safety education and outreach program and designate at least one Officer / Deputy to receive the Adventures in Boating Instructor training and to manage the program.
17. Place and maintain aids to navigation as legislated by local ordinances.

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Summary of Required Documents and Due Dates

Document Name	Form Number	Date Due
Request for Boating Program Approval	A-299 / Web form	15 Oct each year
Federal Financial Assistance Grant Application (If applying)	A-300/Web form	15 Oct each year
B.O.A.T Currency Report	Web form	15 Oct each year
Summary of Activity Report (SOAR)	Web form	Quarterly *
Boating Accident Report (BAR)	A-440	10 days following accident
Boating Accident Investigation Report (BAIR)	A-425 (Rev 08/2009)	10 days following accident / fatality meeting report criteria
Washington State Vessel Inspection	P&R A-274	Quarterly*
VRF Expenditure Report	Web form	1 Nov each year
Financial System Report	Agency generated	1 Nov each year
VRF Fund Balance Report	Agency generated	1 Nov each year
Boating Safety Surveys	N/A	Varies

* Document is due quarterly and must be submitted by the 15th of the month following the last month of the quarter (1st Qtr-04/15, 2nd Qtr-07/15, 3rd Qtr-10/15, 4th Qtr. 01/16).

Administrative & Financial Requirements

Annual Agreement – The A-299 Application Form

Each agency is required sign an agreement with State Parks by submitting a complete A-299 application form. The A-299 contains several informational fields that must be filled out completely to be considered and aids in the continued approval of the agency's program. These forms are due each year by October 15. Agencies must provide information on their current staff, training, an inventory of vessels, and the anticipated patrol schedule. The form also defines the specific requirements your agency is committing to in exchange for vessel registration fees. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Designated Marine Lead / Conference Attendance / Surveys

Each agency has a unique and different operational environment that offer a variety of solutions to ensure Marine Law Enforcement (MLE) unit operations, enforcement, fiscal and administrative functions are conducted according to best practices. Some agencies may have a Lieutenant serving the MLE Unit Supervisor and crew member conducting vessel operations and patrols. Other agencies may have a Sergeant as a supervisor and different crew member conducting vessel operations.

Recognizing this, State Parks requires each agency to designate a "Marine Lead", which is the person responsible for the day-to-day operations of its marine program and acts as the point-of-contact with State Parks on all issues and matters related to that agency's MLE unit. While the Sheriff or Chief of Police is ultimately responsible for ensuring their agency is meeting all the program requirements, the Marine Lead is the person implementing their guidance and communicating that to other Marine Unit members, State Parks, and the public.

The Marine Lead is responsible to:

- Ensure all required reports are completed and submitted to State Parks within due date guidelines.
- Submit personnel names to attend training courses and conferences.
- Attend the annual fall conference.
- Ensure that B.O.A.T. Currency training is conducted and reported to State Parks.
- Utilize Marine SECTOR within their agency.
- Communicate with State Parks on all matters and issues which may arise around recreational boating safety and marine law enforcement.
- Respond to surveys from State Parks.

State Parks also requires the agency to designate a "Marine Supervisor", which is the person with administrative supervision of the agency's MLE program.

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Reporting Recreational Boating Activities and Financial Data

SOAR – Summary of Activity Reports

A Summary of Activities Report (SOAR) form must be submitted at least quarterly to State Parks. However, agencies are invited to report activities daily, weekly, or monthly. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Vessel Registration Fee Expenditure Report

This annual report form must be submitted by October 15 each year to State Parks. The form fulfills the requirements of **WAC 352-65-040(9)** which requires each participating agency to submit an annual account of program expenditures showing the amount of vessel registration fees received, spent, and remaining in their dedicated account. They must also show the amount of “local spending” on recreational boating safety activities. “Local spending” is the amount agencies spend on the RBS mission and cannot come from other grant sources. Local spending is required because **RCW 88.02.650** specifies that “[VRF] Funds may not supplant local funds used for boating safety programs”. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Supporting Financial Documents

Every Vessel Registration Fee (VRF) Expenditure Report must be accompanied with the following reports:

- Financial System Report: A report from the agency financial system (not Excel) showing a dedicated account for the deposit of state VRF funds received from the Office of State Treasurer (Enclosure 4).
- VRF Fund Balance Report: A report showing the fund balance of the dedicated account (Enclosure 5). The VRF fund balance on this system-generated report should match the bottom line on the VRF report (“Total Remaining Balance of State VRF funds for Fiscal Year”).

Dedicated Account / Limitations on the Use of Funds / Accountability

Participating agencies must deposit VRF funds allocated by the state treasurer, under RCW 88.02.650, into an account dedicated solely for boating safety purposes, which include all activities or expenditures identified in this section. See the document “Allowable Costs & Expenditures for State Vessel Registration Fees & Federal Assistance Grants” for a thorough explanation of eligible expenses located at <http://mle.parks.wa.gov/>.

Vessel Registration Fees are intended to increase the education and enforcement efforts of local agencies and stimulate greater local participation in boating safety. They cannot be used to fund any activities except those that are part of the recreational boating safety mission.

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Agencies may charge actual, direct administrative costs to the VRF account - such as staff hours it takes to fill out forms, or to maintain the dedicated account - but may not charge administrative fees based on an estimated percentage.

Participating agencies must maintain accurate annual records of activities and expenditures of their boating safety programs. Those records must be provided to State Parks consistent with their agreement, or upon request. The agency must also permit State Parks to audit the use of funds in accordance with generally accepted audit practices and standards.

Links to local ordinances

When the local jurisdiction adopts ordinances governing recreational boating, the ordinances must be at least as restrictive, but may be more restrictive than Washington state boating laws and regulations. Participating agencies must submit a web link to all such ordinances to State Parks using the designated field in the A-299 Form.

Operational Requirements

Officer / Deputy Qualifications / Training / Training Currency

Participating agencies must provide Officers / Deputies with law enforcement certificates from the Criminal Justice Training Commission which authorizes them to enforce all boating laws and regulations. All Officers / Deputies must maintain a current Washington State Peace Officers Certification.

Participating agencies are responsible for acquiring the required training for all RBS Officers / Deputies. Washington State Parks provides two or more Basic Marine Law Enforcement Academies each year to help agencies fulfill this requirement. These courses are provided at no charge. They are taught in the spring - usually one in Western Washington and one in Eastern Washington. Officers / Deputies may attend other basic boating safety training, if approved by State Parks. Those approved courses are the Federal Law Enforcement Training Center's (FLETC), Marine Law Enforcement Training Program (MLETP), or National Association of Boating Law Administrator's (NASBLA) Boat Crewman course (BCM).

Such training must be acquired within one year of initiating a new boating safety program and within one year for each newly assigned boating safety Officer / Deputy.

Washington State Parks' Marine Law Enforcement Training Academy is accredited through the NASBLA's Boat Operation and Training (BOAT) Program. As a term of accreditation, State Parks must ensure that all active marine Officers / Deputies maintain proficiency in basic RBS skills. This is important because these skills are perishable but critical to operate in a marine environment. All agencies must submit a BOAT Currency Requirements Report Form for all active personnel listed in the A-299. These reports are

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submitted at least annually with the A-299 but may be updated throughout the year. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Agencies which have not completed all currency training tasks required may submit a statement of explanation and attach it to the A-299 form. State Parks recognizes that many different circumstances could prevent training from being completed (wildfires, maintenance issues, staffing shortfalls, etc.). Each circumstance will be evaluated on its own merits.

Agencies are required to list any additional training courses their personnel have completed on the A-299 web form. This helps State Parks in maintaining an up-to-date database of marine law enforcement capabilities across the state and helps identify training subjects and courses that are needed, but not offered within the state.

Vessels and Equipment

Agencies must supply the necessary boating safety patrol equipment, including vessels capable of serving the minimum requirements outlined in this guidance. Patrol vessels must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC. Agencies are also required to provide State Parks with an inventory of all vessels along with details for how they are equipped each year by filling out the A-299 form. Information required on that form includes:

- **Vessels:** State Parks requires the following data on each vessel:
 - Vessel name
 - Manufacturer
 - Radio equipped (Y/N): Radio equipped means the vessel has an agency **radio installed or “hardwired”**. Non-radio equipped boats are vessels that do not have radios installed. Portable radios may be carried on these boats, but they would be considered non-radio equipped. Examples include personal watercraft, drift boats, Jon boats, kayaks, and inflatable rafts (motorized or non-motorized).
 - SECTOR equipped (Y/N): SECTOR equipped boats are the patrol vessels in your agency that are SECTOR equipped with a computer or tablet plus printer and scanner (**installed or “hardwired” to include portable cased units**). Non-SECTOR equipped boats are vessels that do not have a computer, tablet, printer installed or if these are not carried aboard as a cased kit.
 - Model
 - Length
 - Propulsion type
 - Horsepower
 - Year
 - Funds used to purchase the vessel (local, state, or federal)
 - Percent of time employed for the RBS mission.

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NOTE: Vessels purchased with state or federal dollars must be sold at the end of their useful life, consistent with the local agency's policies and procedures. Once a vessel is sold it should be removed from the Patrol Vessel list as quickly as possible. **If the agency is selling a vessel that was purchased with federal grant dollars provided by State Parks, you must notify State Parks 60 days in advance of the sale date.**

- **Vehicles** (trucks, cars, SUVs, ATVs): The number of other patrol vehicles assigned to the marine services unit **and the percentage they are used for RBS activities.**
 - Vehicle type
 - Manufacturer
 - SECTOR/Radio equipped
 - Model
 - Year
 - Funds used for purchase.
 - Percent of time employed for the RBS mission.

- **Aircraft:** The number of aircraft in your agency **and the percentage they are used for RBS activities.**
 - Aircraft type
 - Manufacturer
 - SECTOR/Radio equipped
 - Model
 - Year
 - Funds used for purchase.
 - Percent of time employed for the RBS mission.

- **Equipment valued at \$5000.00** (i.e., engines, electronics, etc.): Agencies are required to update their inventory of durable items defined as having a cost or value of \$5000.00 or more. Only items listed under "allowable expenses" are permitted (see "Allowable Expense Guidance" document for full details).
 - Type of equipment
 - Manufacturer
 - Model
 - Year
 - Funds used for purchase (local, state, federal)

Boating Accident Reporting

Participating agencies are required to submit accident reports to State Parks in compliance with RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70.

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For any boating accident resulting in a death or injury requiring hospitalization, each participating agency must:

- Notify State Parks **within 48 hours** of becoming aware it.
- Fill out and submit a complete Boating Accident Investigation Report (BAIR – form number A-425) within ten days of the occurrence.
- Include the results of any other investigation conducted by the agency.
- Submit any coroner's reports concerning the death of any person resulting from the boating accident, within one week of completion.

Participating agencies must also submit a Boating Accident Report (BAR – form number A-440) within **10 days** of the occurrence to State Parks for any boating accident:

- Resulting in a death, OR
- An injury requiring hospitalization, OR
- Damage to any vessel or property of two thousand dollars or more, OR
- A vessel is a complete loss, OR
- A person disappears from the vessel under circumstances that indicate death.

Boater Assistance

The local municipality will have the ability to respond or coordinate response to boating emergencies which occur within their jurisdiction. Furthermore, agencies must document each occurrence and report it to State Parks through the Summary of Activity Report (SOAR) at least quarterly using the following definitions:

- **Search and Rescue/Recovery** – Search and rescue (SAR) is defined as a water-borne response (including aircraft) involving a person or vessel **in peril**. Agencies should only report SAR cases on the Summary of Activity Report (SOAR) that were assigned a case number by their agency or a USCG MISLE Case ID Number and an Urgent Marine Information Broadcast (UMIB) initiated by the USCG. Agencies should not report assists (defined below) as SAR cases.
- **Assist** – An "Assist" is defined as aid where there is no immediate danger to the vessel or its occupants. This includes vessels involved in boating accidents, disabled, aground, out of fuel, or otherwise unable to reach a safe mooring under their own power. Assistance may include providing a tow, jump start, re-floating, re-righting, fuel, repair, repair parts, assisting persons in the water, etc. This does NOT include the salvage of a vessel once abandoned or commercial vessels. Report the number of vessels assisted and the number of persons assisted on the SOAR report.

Boat Patrol (Boat Log Hours)

Boat patrol (Boat Log Hours) are those hours that the patrol vessel was actually on the water patrolling. Participating agencies must submit a patrol schedule (with the A-299) that demonstrates they are patrolling waters within their jurisdiction during peak recreational hours. They must also patrol a

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minimum number of hours per year. See the note below.

Minimum Patrol Hour Goals Based on Agency Size

- Small agencies - 133 hours
- Medium agencies - 255 hours
- Large agencies - 436 hours

NOTE: State Parks recognizes that Washington State experiences a diverse boating season. Various areas of the state have increased boating activities due to recreation fishing, hunting and pleasure crafting. Because of its diverse landscapes and seasons, State Parks acknowledges that the traditional peak boating season remains during the time between Memorial Day and Labor Day but is not exclusive to that time frame. State Parks has collected data for patrol hours performed by all participating over a period of years and has established the average boat log hours for agencies based on jurisdiction population size according to the U.S. Census. Patrol hours can be a combination of Boat Log and Ramp-side hours.



Patrol hours is considered a critical metric. It is used by State Parks to determine if an agency is complying with the minimum requirements. Failing to achieve the minimum number of hours of patrol (based on size) could be a factor in determining ineligibility for vessel registration fees.

Example patrol schedule

Boat Patrol Schedule							
	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Patrol Hours							
# of Officers / Deputies							
# of Vessels							
Patrol Season Beginning Date			Patrol Season Ending Date				

Enforcement

Participating agencies must enforce safety equipment, vessel operation, noise level, navigation, harbor improvements (as authorized and placed through local ordinances), and registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances. Agencies must also document and report the numbers of warnings and citations they issue for each type of boating violation in the Summary of Activity Report – **except those issued through SECTOR.**

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State Parks recommends zero tolerance policy in the enforcement of mandatory boater education card carriage, life jacket wear/carriage, boating under the influence and rules of the road violations. Officers / Deputies should strongly consider issuing citations for violations of these laws in all circumstances.

The SECTOR system should be used to issue boating citations and warnings. State Parks will no longer accept mailed-in paper inspection forms, although State Parks will continue to provide paper inspection forms to agencies for internal use.

Boating Safety Inspections

Participating agencies must complete written boating safety inspections during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. State Parks will provide boating safety inspection forms. Copies of the completed inspections must be submitted to State Parks for statistical purposes. Inspections conducted in SECTOR do not have to be reported to State Parks.

NOTE: We will not accept paper inspection forms after January 1, 2019. All inspections must be submitted using SECTOR.

State Parks has calculated suggested minimum goals for the number of boating safety inspections an agency performs in a boating season based on size.

Suggested Written Inspections – Minimum Goals

- Small, 92
- Medium, 283
- Large, 372

Boating Safety Education / Designated Education Officer / Deputy

Participating agencies must have a boating safety education and information program. At a minimum, they must designate an Officer / Deputy, trained by State Parks, to coordinate the activities of boating safety education instructors, act as liaison to boating education organizations and to coordinate:

- Boating safety presentations, which may include presentations to primary and secondary school children, boating organizations, or youth groups.
- Boating safety instruction meaning a public course of instruction using the Adventures in Boating materials from State Parks, or other state or nationally recognized curriculum approved by State Parks.
- Distribution of boating safety information, including materials provided by State Parks, to boating and outdoor recreation organizations, the boating public, public agencies, and local media.

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NOTES

- Any Officers / Deputies designated as Certified Boating Education Instructors must be listed as Instructors qualified for the Adventures in Boating course by the State Parks Education and Outreach coordinator.
- State Parks considers education and outreach activities a key component of preventing boating injuries and fatalities. Classroom instruction, school presentations and participation in community events, Dealer and Rental site visits, and effective use of media are crucial to preventing boating accidents and fatalities. Agencies are not required to engage in all education and outreach activities described below but should pursue a mix of tactics appropriate for their area of operation.

Education and Outreach Tactics and Suggested Goals

- **Education Classes:** Classroom instruction of the Adventures in Boating course sanctioned by Washington State Parks that qualifies passing students to obtain a Mandatory Boater Education Card.
 - Small = 15 students, 1 Class
 - Medium = 20 students, 1 Class
 - Large = 50 students, 1 Class
- **Boating Safety Presentations to Groups:** Presentations to various groups such as yacht clubs, kayak clubs, anglers, and any groups that use boats on the water.
 - Small = 10 hours
 - Medium = 15 hours
 - Large = 25 hours
- **Boating Safety Presentations to Schools:** Presentations to local public and or private schools K-12, and colleges / universities.
 - Small = 10 hours
 - Medium = 15 hours
 - Large = 25 hours
- **Vessel Rental Site Visits:** Visits to local vessel rental sites intended to ensure employees and renters are following guidance on the Motor Vessel Rental Safety Checklist. These can also be site visits to businesses that rent out kayaks, canoes, stand-up paddleboards, or other small non-motorized craft. The intent of visits in this case is to emphasize basic safety behaviors such as encouraging renters to always wear a life jacket and encouraging boating in low hazard areas.
 - Small = 2
 - Medium = 4

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- Large = 6
- **Participation in Community Events:** Events like county fairs, parades, and night outs that reach large numbers of community members. A qualified event requires face-to-face interaction with community members. Participation in regattas, races, or opening days where there is little or no face-to-face interaction between Officers / Deputies and community members does not count as a “Community Event”. Also, maintaining a screen line or security area at an on-water event does not count for reporting event hours on the SOAR.
 - Small = 40 hours
 - Medium = 150 hours
 - Large = 275 hours
- **Vessel Dealer Site Visits:** Visits to vessel dealerships and brokers to ensure they are following dealer registration laws, educate them on any safety issues with type of vessels they sell, and checks that required safety equipment is on board during test rides and sea trials. Dealers should also be encouraged to remind their customers of the mandatory boater education requirement.
 - Small = 5
 - Medium = 10
 - Large = 15
- **Professional Prevention Partners (Safe Kids, Power Squadron, USCG Auxiliary, etc.):** Engaging partners can multiply the effectiveness of a marine law enforcement program’s by increasing their area of influence and leveraging the resources of partners. Partnering activities include meetings, conference calls, event participation, and actual on-water time. Agencies should report the hours that Prevention Partners spend conducting RBS activities.
 - Small = 1
 - Medium = 3
 - Large = 5

Media Contacts: (This section only applies to Federal Financial Assistant Grant recipients). The intent is for agencies to distribute recreational boating safety content through their own social media channels, the social media channels of their partners, or the news media.

- **Owned Media:** This is the number of hours spent on this activity and the number of posts or articles distributed through communication channels that are owned and managed by the agency like the agency website, social media channels (Facebook, Twitter), newsletters, etc.
 - Small = 4
 - Medium = 8
 - Large = 16
- **Earned Media:** This is the number of hours spent on this activity and the number of articles broadcast through media channels that are not managed by the agency. Examples include

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stories in the newspaper, radio, and television. Agencies should also count the number of recreational boating safety posts on the social media channels of partner organizations when the agency can show that the posts are the result of interaction with that partner.

- Small = 4
- Medium = 8
- Large = 16

Campaigns: See SOAR for reporting requirements. Goals for all agencies, regardless of size, is participation in these campaigns. The State Parks Recreational Boating Safety communications staff will distribute content to all agencies for each of the campaigns making participation quick and simple. These campaigns can have a powerful impact if all agencies participate.

- Operation Dry Water campaign is a national campaign focused on the deterrence of boating under the influence. Participation in this campaign is mandatory for all agencies that receive a federal assistance grant. It is a combination of emphasis patrols and media the weekend before the Fourth of July.
- Spring Aboard Campaign was a national campaign but is now a state campaign designed to encourage all boaters to take a recreational boating safety class. It occurs in late March.
- National Safe Boating Week is a nationally observed week focused on encouraging all boaters to wear their lifejackets and other best practices for optimal safety. In addition to media posts, agencies are encouraged to participate in "Wear IT" events. This campaign is sponsored by the National Safe Boating Council.
- Safe Paddling Week is a campaign sponsored by the Washington State Parks Recreational Boating Safety Program. The purpose of the week is to elevate awareness around basic paddling safety behaviors such as always wearing a PFD, obtaining training, etc.

Waterway Marking

Participating agencies should report the total number of Aids to Navigation (ATONs) that they are responsible for within their jurisdiction on the SOAR. Do not count ATON's emplaced / maintained by the USCG, Corps of Engineers or other Federal agencies. The county or local jurisdiction will use only those waterway markers which conform to the uniform state waterway marking system as identified, found in chapter 352-66 WAC.

Accountability

Audits

All agencies will be audited on a periodic rotating basis. When your agency is slated for an audit, the State Parks Marine Law Enforcement Coordinator will contact your agency to schedule a time. You will

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be sent a list of documents and questions that you will need to prepare before the audit. Audits are a review of the performance and accomplishments to measure and evaluate compliance with the terms of the agreement with State Parks.

Compliance

If it is determined that a participating agency is not in compliance with the minimum requirements of the agreement, the State Parks Marine Law Enforcement Coordinator will notify the agency through a Non-Compliance Warning Letter and cite the wording of the agreement. The letter will request the agency responds with a plan to remedy the deficiency per **WAC 352-64-060 (3)**: Revocation of approval ***“Those counties or local jurisdictions unable to demonstrate compliance with minimum approval requirements will have forty-five days to submit a plan satisfactory to state parks to remedy the deficiencies. If, after forty-five days, a county or local jurisdiction is unable to demonstrate its ability to meet minimum requirements, state parks may revoke the program approval after the county or local jurisdiction has had an opportunity for a hearing under chapter 34.05 RCW, the Administrative Procedure Act.”***



AGENDA ITEM SUMMARY

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

DEC 05 2022

Department: Sheriff

WORK SESSION ☒ Meeting Date: 12/5/22

REGULAR AGENDA ☒ Meeting Date: 12/13/22

Required originals approved and attached? ☐

Will be provided on: 12/02/22

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 817-22-10 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

State Individual Assistance Grant Agreement with the Washington State Military Department in the amount of \$155,650. This grant provides \$125,000 in funding to be distributed to eligible Clallam County residents who suffered loss during the extreme weather events and natural disasters in year 2022 and in upcoming 2023. This funding can be used for household appliances, furniture, and home repair.

The grant also provides \$16,500 in funding for a Disaster Case Manager to be hired as extra-help or contracted through another agency to administer the program funds to individuals, and provides \$14,150 for administrative costs to manage the grant.

Clallam County Emergency Management Coordinator Justine Chorley will be the Sheriff's Office program manager for this grant.

Budgetary impact:

This funding will need to be established in the FY2023 00100.817 Sheriff's Emergency Services budget.

Recommended action:

Recommend approval by the Board and signature by the Chair.

County Official signature & print name: W.L. Benedict W.L. Benedict, Sheriff

Name of Employee/Stakeholder attending meeting: Undersheriff Cameron and Justine Chorley

Relevant Departments: Sheriff's Office

Date submitted: 11/30/22

* Work Session Meeting - Submit 1 single sided/not stapled copy

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

Agenda Item Summary State Assistance

Revised: 3-04-2019

**WASHINGTON STATE MILITARY DEPARTMENT
STATE INDIVIDUAL ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. Grantee Name and Address: Clallam County 223 East 4th St Port Angeles, WA 98362		2. Total Grant Amount: \$155,650.00		3. Grant Agreement Number: D23-016 #817-22-10	
4. Grantee Contact, phone/email Ron Cameron ron.cameron@clallamcountywa.gov, 360-417-2570		5. WMD Representative, phone/email: Eva Escape eva.escape@mil.wa.gov, 253-844-9418			
6. Program Index & OBJ/SUB-OBJ 732IA-NZ		7. Disaster Event Nov 2021 Flood (DR-4635)		8. Eligibility Period of Costs Incurred 12/01/2022-06/30/2023	
9. Agreement Start Date Upon Execution	10. Agreement End Date 06/30/2023	11. TIN or SSN 91-6001298	12. UBI # (state revenue) 054-0004-559		
13. Funding Source Authority: Washington State Military Department and State Individual Assistance Funds					
14. Funding Source Agreement # Senate Bill 5693 Sec. 143 (15)		15. Service Districts: (BY LEGISLATIVE DIST): 24 (BY CONGRESSIONAL DIST): 6		16. Service Area by County(ies): Clallam	
17. Grant Classification: ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Collaborative Research ☐ A/E ☐ Other			18. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency (RCW 39.34)		
19. Grant Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☒ Non-Profit ☐ VENDOR ☒ GRANTEE ☐ OTHER			20. Grant Selection Process: ☒ "To all that apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E/RCW ☐ N/A		
21. PURPOSE/DESCRIPTION The objective of the State Individual Assistance Grant Funds per Engrossed Substitute Senate Bill 5693 Sec. 143 (15) is provided solely for the department to make grants for individual assistance to those impacted by extreme weather events and natural disasters in fiscal year 2022 and fiscal year 2023.					
IN WITNESS WHEREOF, the Washington Military Department (WMD) Emergency Management Division (EMD) and Grantee acknowledge and accept terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); Statement of Work (Attachment C), Budget (Attachment D), Timeline (Attachment E); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable federal and state statutes and regulations 2. Program documents 3. Statement of Work, Budget, Timeline, 4. General Terms and Conditions, and Special Terms and Conditions 5. Other provisions of the Agreement incorporated by reference. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the Parties hereto.					
WHEREAS, the parties have executed this Agreement on the day and year last specified below:					
FOR GRANTEE:			FOR THE DEPARTMENT:		
Mark Ozias, Chair Board of Commissioners Clallam County			Regan Anne Hesse, Chief Financial Officer Washington Military Department		
Date			Date		
APPROVED AS TO FORM Dierk Meierbachtol, Assistant Attorney General October 6, 2022					

ATTACHMENT A: Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

I. INTRODUCTION

The Washington Military Department (WMD) herein known as "the DEPARTMENT", through the Emergency Management Division, coordinates and facilitates the implementation of State Individual Assistance Grant Programs. The DEPARTMENT is authorized to enter into agreements with political subdivisions to reimburse GRANTEE for eligible expenses allowed under the State Individual Assistance (IA) Program funds.

II. KEY PERSONNEL

The individuals listed below shall be considered Key Personnel; however, either party may designate a substitute by advance written notification to the other party.

GRANTEE		DEPARTMENT	
Name:	Ron Cameron	Name:	Eva Escape
Title:	Undersheriff / Emergency Manager	Title:	Human Services Grants Coordinator
Email:	Ron.cameron@clallamcountywa.gov	Email:	eva.escape@mil.wa.gov
Phone:	360-417-2570	Phone:	253-844-9418

III. ADMINISTRATIVE REQUIREMENTS

- A. The Parties shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).
- B. GRANTEE CONTRACTORS. If the GRANTEE uses State Individual Assistance Grant funds to acquire goods and services from a non-government entity performing services as a Contractor under this Agreement, the GRANTEE must make a case-by-case determination whether each contract it makes for the disbursement of State Individual Assistance Grant funds received under this Agreement casts the party receiving the funds in the role of contractor in accordance with the Washington State Office of Financial Management state grant audit and monitoring guidelines.
- C. A Contractor performing services under this Agreement must comply with all federal and state laws and regulations applicable to the State Individual Assistance Grant, WMD policies, and this Agreement.
- D. The GRANTEE shall require its Contractor(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by the Department applicable to the State Individual Assistance Grant including, but not limited to, all criteria, restrictions, and requirements of the Engrossed Substitute Senate Bill 5693 Sec. 143 (15) (2022), and the federal and state regulations commonly applicable to state grants.
- E. GRANTEE and its Contractor shall be responsible for ensuring that all State Individual Assistance Grant funds are used in accordance with applicable state statutes and regulations, and the terms and conditions of this Agreement.
- F. If a grant audit or monitoring performed by the DEPARTMENT under this Agreement results in any findings, GRANTEE shall submit a "Corrective Action Plan" in response to the grant audit or monitoring results no later than 10 business days after receiving the DEPARTMENT's report.

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY LEGISLATURE

Priorities for expenditure of State Individual Assistance Grant funds have been established by both the state legislature and the DEPARTMENT:

- A. Engrossed Substitute Senate Bill 5693 Sec. 143 (15) provides that funds should be “provided solely for the department to make grants for individual assistance to those impacted by extreme weather events and natural disasters in fiscal year 2022 and fiscal year 2023.”
- B. The DEPARTMENT has general authority to enter into agreements with political subdivisions per RCW 38.52.030 (9) “The director, subject to the direction and control of the governor, shall prepare and administer a state program for emergency assistance to individuals within the state who are victims of a natural, technological, or human-caused disaster, as defined by RCW 38.52.010 (13). Such program may be integrated into and coordinated with disaster assistance plans and programs of the federal government which provide to the state, or through the state to any political subdivision thereof, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of assistance to individuals affected by a disaster.”

V. INELIGIBLE COSTS

Costs not identified as Eligible or Approved Conditionally Eligible Cost under this Agreement are considered ineligible for reimbursement, in addition to the following:

- A. *Bad Debts* - any losses arising from uncollectible accounts and other claims and related costs.
- B. *Contributions to a contingency reserve* - any funds set aside by the Grantee to reimburse unanticipated expenses. Such reserves are not eligible for reimbursement.
- C. *Depreciation* - of facilities or equipment.
- D. *Entertainment* - amusements, social activities, and any related incidental costs, including meals, beverages, lodging, rentals, transportation, and gratuities.
- E. *Fines and penalties* - costs resulting from violations of, or failure to comply with, federal, state, or local laws.
- F. *General expenses, beyond the statement of work, required to carry out overall government responsibilities* - including the salaries and expenses of the chief executive and their staff. Governments include state, local, and federally recognized Indian tribal governments. This restriction does not include the portion of salaries and expenses by the chief executive and staff that are directly attributable to managing and administering State Individual Assistance Programs.
- G. *Illegal costs* - costs incurred as a result of procurement practices not in compliance with state or federal procurement laws may be ineligible and not reimbursed at the sole discretion of the Department.
- H. *Interest and other financial costs* - interest on debt, bond discounts, cost of financing and refinancing operations, and legal and professional fees are ineligible, except when authorized by state law.
- I. *Late / past due fees* - incurred by failing to pay vendor invoices, permit fees, or to return items in a timely manner.
- J. *Legal expenses* - related to claims against the Department, and legal services furnished by the chief legal officer of the state, local, or Native American tribal government (or his/her staff) solely for the purpose of discharging his/her general responsibilities as legal officer.
- K. *Legislative expenses* - salaries and other expenses of members of the state Legislature or similar local governmental bodies (e.g., county boards), if incurred in the members’ official capacity.

- L. *Lobbying* - expenses related to lobbying activities.
- M. *Personal injury compensation* - or damages arising from administering State Individual Assistance Programs, whether determined by adjudication, arbitration, negotiation, or otherwise.

VI. BUDGET, REIMBURSEMENT, AND TIMELINE

- A. Within the total Grant Agreement Amount, travel, contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- B. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- C. If the Grantee chooses to include indirect costs within the Budget (Attachment D), additional documentation is required based on the applicable situation and must be approved by the State Coordinating Officer (SCO).
- D. If reimbursement of travel or subsistence expenses are included as part of this Agreement, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Grantee is required to provide copies of receipts to the DEPARTMENT for any travel related expenses other than meals and mileage that are authorized under this Agreement.
- E. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the DEPARTMENT) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to the DEPARTMENT Key Personnel identified in Section II of this Agreement, no later than the due dates listed within the Timeline (Attachment E).

Reimbursement request totals should be commensurate to the time spent processing by the Grantee and the DEPARTMENT.

- F. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Grantee consistent with record retention requirements of this Agreement and be made available upon request by the DEPARTMENT, federal, state, and local auditors.
- G. The Grantee must request prior written approval from State Coordinating Officer to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursements, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for the DEPARTMENT review and consideration and may be granted or denied within the DEPARTMENT's sole discretion.
- H. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within sixty (60) days after the Grant Agreement Performance Period End Date, except as otherwise authorized by either (1)

written amendment of this Agreement or (2) written notification from the DEPARTMENT to the GRANTEE to provide additional time for completion of the Grantee's State Individual Assistance Program(s).

- I. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Grantee, its contractor, or any non-government entity to which the Grantee makes an award and is invoiced by the vendor.
- J. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement, including, but not limited to, those reports in the Timeline (Attachment E), will prohibit the Grantee from being reimbursed until such reports are submitted and the DEPARTMENT has had reasonable time to conduct its review.
- K. Final reimbursement requests will not be approved for payment until the Grantee is current with all reporting requirements contained in this Agreement.
- L. Any deviations from the approved, direct budget categories will require State Coordinating Officer approvals and a written amendment.
- M. Grantee shall only use State Individual Assistance Grant funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-state funds that have been budgeted for the same purpose. The Grantee may be required to demonstrate and document that the reduction in non-state resources occurred for reasons other than the receipt or expected receipt of state funds.

VII. PERFORMANCE PERIOD AND PAYMENT

Payment by the DEPARTMENT to the GRANTEE shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT within the set Eligibility Period of Costs Incurred in this Agreement. Work started prior to and/or not completed by the Eligibility Period of Costs Incurred, will be considered outside the Performance Period and therefore not eligible for reimbursement. The GRANTEE shall not request payment in anticipation of expenditures not yet incurred.

VIII. THE GRANTEE AGREES TO:

- A. Use of Funding: The GRANTEE warrants that the funds provided by the DEPARTMENT as described in the Budget (Attachment D) shall be used by the GRANTEE solely for reimbursement of those approved incurred eligible expenses as described in Engrossed Substitute Senate Bill 5693 Sec. 143 (15) and the Statement of Work (Attachment C) incorporated herein to fund state disaster individual assistance needs. Reimbursement shall be made consistent with the DEPARTMENT policies for approved expenses described in Attachment C during the Eligibility Period of Costs Incurred.
- B. Duplication of Benefits: The GRANTEE shall establish clear sequence of delivery to prevent any duplication of benefits of federal, state, private insurance, or non-profit for disaster individual assistance to maximize available resources and coordinate efforts to help disaster survivors navigate the recovery process.
- C. Reimbursement Requests and Reporting Requirements: At least quarterly, but not more often than monthly, the GRANTEE shall submit invoice vouchers (Form A-19) to the DEPARTMENT Representative identified in this Agreement to request reimbursement for expenses. The GRANTEE agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

In addition to any reports as may be required elsewhere in this Agreement, the GRANTEE shall prepare and submit the following reports to the DEPARTMENT's Key Personnel:

Grant Reports# CopiesCompletion Date

Monthly Grant Report	1	End of the Month
Local Travel Policy/Procedures (if any)	1	30 days after signatures on this Agreement and then annually.
Final Reimbursement Request	1	July 31, 2023

All funds cannot be used prior to the Agreement Performance Period Start Date, and must be delivered, completed, and accepted by the Agreement Performance Period End Date. The GRANTEE may submit the final Grant Report by August 31, 2023, as described above. Final billing not received by July 31, 2023, will not be processed, unless an extension is submitted by the GRANTEE and approved by the State Coordinating Officer.

- D. **Reallocation of Funds:** The GRANTEE is allowed to request reallocation of funds as needed and submit it to the DEPARTMENT Key Personnel. Budget categories are as specified or defined on the budget sheet of the Agreement (Attachment D). Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.
- E. **Compliance with Law:** The GRANTEE will comply with all applicable state and federal laws.

IX. THE MILITARY DEPARTMENT AGREES TO:

- A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (Form A-19), and upon satisfactory completion of tasks and documentation of costs, as required under this Agreement, the DEPARTMENT will reimburse the GRANTEE up to the maximum allowable grant amount, or actual cost, whichever is lower as authorized by this Agreement.
- B. If a question arises about the requested reimbursement, the GRANTEE will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.

GENERAL TERMS AND CONDITIONS**1) DEFINITIONS**

As used throughout this Agreement the following terms shall have the meanings set forth below:

- A. "DEPARTMENT" shall mean the Washington State Military DEPARTMENT (WMD).
- B. "GRANTEE" shall mean the named county, city, tribe, or other political subdivisions performing State Individual Assistance activities under this Agreement. It shall include any contractor retained by the GRANTEE as permitted under the terms of this Agreement.
- C. "Contractor" shall mean one, not in the employment of the GRANTEE, who is performing all or part of those services under this Agreement under a separate contract with the GRANTEE.
- D. "State Coordinator Officer (SCO)" is a Governor-appointed individual responsible for providing operational oversight and direction of the disaster response and/or recovery operations.
- E. "WAC" is defined and used herein to mean the Washington Administrative Code.
- F. "RCW" is defined and used herein to mean the Revised Code of Washington.

2) ACCESS TO PUBLIC RECORDS

- A. The Parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used, or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
- B. The GRANTEE shall provide access to data generated under this Agreement to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and methodology for those models.
- C. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Agreement. Therefore, all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and methodology for those models.

3) ADVANCE PAYMENTS PROHIBITED

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

4) AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its implementing regulations at 28 CFR Part 35.

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

5) ATTORNEY'S FEES

Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Agreement or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.

6) COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND DEPARTMENT POLICIES

The GRANTEE shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; ethics in laws and policies; Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law, regulation, executive order, or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The GRANTEE is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, or policy.

7) AGREEMENT MODIFICATIONS

The Parties may, from time to time, request changes to the AGREEMENT. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the Parties, and any oral understanding or agreements shall not be binding. It is mutually agreed and understood that the GRANTEE is allowed to reallocate funds as needed and approved by the State Coordinating Officer.

8) GRANTEE'S EMPLOYEES NOT EMPLOYEES OF DEPARTMENT

The GRANTEE and/or employees, contractors, or agents performing under this Agreement, are not employees or agents of the DEPARTMENT in any manner whatsoever. The GRANTEE will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the GRANTEE make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege, or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the GRANTEE is another state agency, the officers and employees are employed by the State of Washington in their own right.

9) DISCLOSURE

The use or disclosure by any Party of any information concerning the DEPARTMENT, or its State Individual Assistance Grant funds and Programs, for any purpose not directly connected with the administration of the DEPARTMENT's or the GRANTEE's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with RCW 42.56, the Public Records Act, or court order.

10) DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The Parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the GRANTEE, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.

11) GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County. The GRANTEE, by execution of this Agreement, acknowledges the jurisdiction of the courts of Washington in this matter.

12) HOLD HARMLESS

The GRANTEE agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the GRANTEE's performance or activities hereunder, including the performance of any contractor(s).

13) INSURANCE, INDUSTRIAL COVERAGE

Prior to performing work under this Agreement, the GRANTEE shall provide industrial insurance coverage for the GRANTEE's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the GRANTEE, which may arise during the performance of services under this Agreement. Before the start of any work required by this Agreement, the GRANTEE shall deliver to the DEPARTMENT certificates of insurance reflecting that the GRANTEE has obtained all the insurance coverage required by this section.

14) INSURANCE, GENERAL COVERAGE

The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. GRANTEE hereby notifies the DEPARTMENT that as a Local Government of the State of Washington and in accordance with Washington law, GRANTEE has full loss coverage for itself, its officers, employees, and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, GRANTEE will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation, and employers' liability.

15) LIABILITY

To the extent permitted by applicable law, each party to this Agreement shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

16) LIMITATION OF AUTHORITY

Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the authorized person.

17) LOSS OF FUNDING

In the event funding from state sources is withdrawn, reduced, or limited in any way after the effective date of the Agreement, the DEPARTMENT may suspend or terminate, or renegotiate the Agreement, without cause under the "Termination" clause and without the thirty (30) day notice requirement.

18) NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, nor the work to be provided under this Agreement, and any claim arising thereunder, shall be assigned or delegated by either party, in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

19) NONDISCRIMINATION

During the performance of this Agreement, the GRANTEE shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- A. Nondiscrimination in Employment: The GRANTEE shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. This requirement does not apply, however, to 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.
- B. The GRANTEE shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment selection for training, including apprenticeships and volunteers.

20) RECAPTURE PROVISION

In the event the GRANTEE fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Agreement of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees, from the GRANTEE.

21) RECORDS, MONITORING, AND AUDIT ACCESS

- A. The GRANTEE shall perform under the terms of the Agreement and the DEPARTMENT may conduct reasonable and necessary monitoring of the GRANTEE's performance.
- B. To permit such monitoring, the GRANTEE shall maintain books, records, documents, and other evidence, and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
- C. The GRANTEE will retain all books, records, documents, and other materials relevant to this Agreement for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.
- D. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the GRANTEE's records with respect to all matters covered in this Agreement. Such rights last for six (6) years from the date final payment is made hereunder.
- E. The GRANTEE shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Agreement.

22) SEVERABILITY

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

23) CONTRACTING

The GRANTEE shall comply with all applicable procurement laws, rules, and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors

and sub-contractors that are entered into under this Agreement. All contracting and sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

24) TERMINATION

- A. If, through any cause, the GRANTEE or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the GRANTEE or its contractors or sub-contractors shall violate any of its covenants, agreements, or stipulations of this Agreement, the DEPARTMENT shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the GRANTEE describing such default or violation.
- B. Notwithstanding any provisions of this Agreement, either party may terminate this Agreement without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Agreement is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, and prohibit the GRANTEE from incurring additional obligations of funds.
- C. Reimbursement for eligible expenses incurred by the GRANTEE prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines.
- D. The DEPARTMENT may unilaterally terminate or suspend all or part of this Agreement without cause, or may reduce its statement of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Agreement.

25) TRAVEL AND SUBSISTENCE REIMBURSEMENT

If reimbursement of travel or subsistence expenses are included as part of this Agreement, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The GRANTEE is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Agreement.

26) TREATMENT OF ASSETS

Upon successful completion of the terms of this Agreement, all assets, including equipment, purchased through this Agreement will be owned by the GRANTEE unless otherwise specified by the funding source. The GRANTEE shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

27) WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Agreement.

**STATEMENT OF WORK
STATE INDIVIDUAL ASSISTANCE GRANT – FISCAL YEAR 2022-2023**

PURPOSE

Pursuant to GRANTEE's request (request # WA-202211815358), GRANTEE shall use the awarded State Individual Assistance Grant funds in this Agreement to administer the following State Individual Assistance Grant Program(s) to aid in the recovery of individuals and/or household affected by the atmospheric river weather event beginning November 5, 2021 through December 2, 2021 (DR-4635):

1. Disaster Case Management
2. State Household Appliance, Basic Furniture, and Home Repair

GRANT RECIPIENT ELIGIBILITY CRITERIA

For State Individual Assistance Grants funds awarded directly to recipients, GRANTEE must use the following recipient eligibility criteria to award grants to eligible individuals and/or households.

General Eligibility Determination

To be eligible, an individual or family must meet **ALL** of the following:

1. Is a resident of GRANTEE's jurisdiction.
2. Has suffered damage to their home or was displaced from a rental unit used as their primary residence due to the qualifying disaster identified in this Agreement.
3. Has not received, or has received inadequate, disaster individual assistance from federal, state, private insurance, or non-profit to cover the cost of individual or household disaster recovery.

AND

4. An individual or family must meet **ONE** of the following criteria:
 - a. Is disabled;
 - b. Has a household income equal to or less than 80 percent of the area median family income based on the number of persons in the family. GRANTEE shall use the Low (80 percent) Income Limits from the U.S. Department of Housing and Urban Development's FY 2022 Income Limits Documentation System for Clallam County, WA:
https://www.huduser.gov/portal/datasets/home-datasets/files/HOME_IncomeLmts_State_WA_2022.pdf;
 - c. The individual's or family's home qualified for the property tax exemption program in RCW 84.36.379 through 84.36.389; or
 - d. The home qualified for the property tax deferral program in chapter 84.38 RCW.

RECIPIENT MAXIMUM GRANT AMOUNT

For State Individual Assistance Grants awarded directly to recipients, GRANTEE shall ensure that the overall total grant award for each recipient does not exceed the maximum grant amount per household size for the following grant programs and/or eligible costs.

STATE IA PROGRAMS		MAXIMUM ALLOWABLE GRANT
State Household Appliance, Basic Furniture, and Home Repair Program (SHARP)	Household Appliances Replacement	\$6,400.00 per household
	Home Repairs	\$37,900.00 per household
	Basic Furniture	\$6,400.00 per household

ELIGIBLE COSTS

Disaster Case Management

Disaster Case Management (DCM) is a program that involves a partnership between a disaster case manager and a disaster survivor to develop and carry out an individual disaster recovery plan. This partnership provides the disaster survivor with a single point of contact to facilitate access to a broad range of available resources. The goal of the DCM program is to assist individuals and families through the recovery process with finding resources to meet their disaster caused unmet needs. Eligible costs for Disaster Case Management Program under this Agreement include the following:

- Salary and benefits of Disaster Case Manager.
- Training, travel including per diem, and mentorship

State Household Appliance and Home Repair

1. Household Appliances (Attachment F)
2. Basic Furniture (Attachment F)
3. Home Repairs (Attachment F)

Administrative Costs (if allocated and identified in Attachment D)

- Compensation of employees for the time worked on administering State Individual Assistance Programs.
- Cost of materials, equipment, and supplies purchased needed to administer State Individual Assistance Programs.
- Cost of services specifically used to administer State Individual Assistance Programs.
- Cost of employee training and/or necessary certifications to administer State Individual Assistance Programs, to include travel and per diem expenses.
- Costs of services furnished to administer State Individual Assistance Program(s) by other entities.
- Costs identified as eligible or approved conditionally eligible.

CONDITIONALLY ELIGIBLE COSTS

Conditionally eligible costs are items not listed as eligible in the Statement of Work but may be considered as an eligible expense under an approved State Individual Assistance Program for the GRANTEE and meets the purpose set by Engrossed Substitute Senate Bill 5693 Sec. 143 (15). Conditionally eligible costs require prior written approval by the State Coordinating Officer prior to incurring the costs.

Requests for conditionally eligible costs must be submitted through a formal letter by the GRANTEE and will be approved or denied in writing. Costs incurred without State Coordinating Officer approval will NOT be eligible for reimbursement.

DELIVERABLES

See Attachment E – Timeline for deliverables and deadlines.

ATTACHMENT D: Budget

Grant Agreement Number: **D23-016**
Grantee Name: **Clallam County**
Performance Period: **Date of Execution – 06/30/2023**
Eligibility Period of Costs Incurred: **12/01/2022-06/30/2023**
Grant Amount: **\$155,650.00**

Cost Categories	Amount
Administrative Costs	\$14,150.00
Disaster Case Management	\$16,500.00
State Household Appliances, Basic Furniture, and Home Repair Program	\$125,000.00

GRANT TIMELINE

ITEM	DEADLINE/TIMELINE
Grant Kick-Off Meeting	Within 5 business days after Grant Agreement Start Date
Monthly Grant Report	End of the month for prior month's report.
A19-1A Reimbursement (Invoices)	No more than once a month during the Grant Performance Period
Grant Monitoring Review or Site Visit	At least once during the Agreement performance period, no earlier than 3 months after Grant Agreement Start Date.
Corrective Action Plan - Grant Audit or Monitoring Report Response	No later than 10 business days after receiving the official report
Budget Meetings	Every 3 months during the Grant Agreement Performance Period
Local Travel Policy/Procedures (if any)	30 days after signatures on this Agreement and then annually.
Grant Pre-Closeout Meeting	45 calendar days prior to Grant Agreement Performance Period End Date
Final A19-1A Reimbursement (Invoices)	July 31, 2023
Grant Closeout Meeting	Within 15 calendar days after Grant Agreement Performance Period End Date

ATTACHMENT F: State Household Appliances, Basic Furniture, and Home Repair

State Household Appliances, Basic Furniture, and Home Repair

Eligible Costs

Household Appliances

Household appliances eligible under this Agreement include those related to cooking, cleaning, or food preservation. Below are eligible costs for major and small appliances:

- **Major Appliances**

Cooking Range Hood
Dishwasher
Dryer
Freezer (Chest)
Freezer (Stand-up)
Microwave (Countertop)
Microwave over the Range
Mini-Refrigerator
Refrigerator
Stove with Range
Washer

Some major appliances may need to be installed by a professional and is considered an eligible cost under household appliances.

- **Small Appliances**

Air Purifier	Slow Cooker
Blender	Stand Mixer
Broom & Dustpan	Toaster
Coffee Maker	Toaster Oven
Food Dehydrator	Vacuum
Food Processor	Waffle Iron
Hand Mixer	Electric Kettle
Hot Plate	Food Vacuum Sealer
Iron	Non-Electric Roasting Pan
Iron Board	Electric Knife Set
Mop	Electric Griddle
Pressure Cooker (e.g., Instant Pot)	Electric Can Opener
Rice Cooker	

If a recipient has a need for an appliance not included in this list, GRANTEE **must obtain preapproval from the DEPARTMENT Key Personnel prior to purchasing and include justification.** The appliance must be used for cooking, cleaning, or food preservation.

Basic Furniture

Basic Furniture Assistance under this Agreement is provided to assist eligible individuals or households with basic furniture replacement lost or damaged due to the qualifying disaster. Eligible furniture includes those related to basic room furnishings found in a bedroom, dining room, and living room for the family to remain intact in their primary residence, and is limited to the following items:

Eligible Basic Furniture	Allowed number per household
Couch/Sofa	1 per household
Dining Set (table and chairs)	1 set per household
<u>Mattresses & Bedframes</u>	1 per adult occupied bedroom, and 1 twin bed and bedframe per child/minor
Dressers	1 per occupied bedroom in one household

Home Repair

Eligible Home Repairs under this Agreement covers a wide-range of services including the costs associated with restoration and clean-up, materials to address structural or aesthetic repairs, electrical system repairs, septic or other utility repairs, installation of materials, delivery of materials, or assessment of the home by a licensed contractor that is not a member of the applicant's household as a result of the qualifying disaster's damages to a primary residence. Home Repair Assistance is intended to make the damaged home safe, sanitary, or functional. It is not intended to return the home to its pre-disaster condition.

Specific eligible home repair costs for the purposes of this Agreement are listed below:

- Essential improvements to ensure occupant health and safety and building durability, which may include:
 - Rot removal and replacement
 - Foundation or structural improvements
 - Crawlspace excavation
 - Debris removal on private property
- Lead-based paint and asbestos testing, hazard remediation, removal or abatement, which may include:
 - Lead-based paint abatement and remediation (e.g., window and door replacement, strike and friction repair or replacement)
 - Vermiculite and asbestos abatement
- Improvements for handicapped persons per state and federal requirements.
 - Access Ramp
 - Grab bars
- Repair or replacement of major housing systems (structural; electrical, plumbing; heating, ventilating and air conditioning; roof) and infrastructure (septic, sewer, water, foundation), which may include:
 - Roofing Tear off and Roof replacement (including sheathing replacement)
 - Repair or replace damaged exterior and interior walls
 - Windows, doors, floors, walls, ceilings, and cabinetry
 - Electrical repairs and replacement (panels, knob and tube wiring, aluminum wiring, insufficient electrical service)
 - Repair or replace septic or sewage systems
 - HVAC work (new heating system, combustion safety issues and duct systems)
 - Repair or replacement of utility connections including gas and water.
- Home Safety and Privacy
 - Fencing & Gate repairs
 - Garage repair or replacement

Home Repair (Continued)

- Access and Egress
 - Privately-owned roads, privately-owned bridges, and privately-owned docks
- Radon mitigation, based on test results
- Pest removal and prevention
- Applicable state and local taxes on purchased items or services.
- Radon mitigation, based on test results
- Pest removal and prevention

ATTACHMENT G: Acceptable Recipient Documentation

GRANTEE shall use list of Required Recipient Documentation for the following. Collected documentation from Recipients must have all personally identifiable information, such as social security numbers, account number, etc., redacted except for the Recipient name and address. Any information provided by the Recipient and supporting documentation is considered a public record and is subject to disclosure under the Washington Public Records Act, 45.56 RCW.

Damage Verification

The Recipients primary residence must be verified by GRANTEE to have been damaged or destroyed by the qualifying disaster event on this Agreement. The County Assessor's Office can also verify the loss or damage to the home. For the purpose of this Agreement, primary residence refers to the home where the recipient normally lives during the major portion of the calendar year.

Proof of damage to home or displacement from a rental unit used as the primary residence includes one of the following:

- Receipt of insurance settlement for damage/loss due to the qualifying disaster.
- Destroyed property form application processed and approved by the County Assessor's Office demonstrating a reduction in taxes due to property loss. The County Assessor's Office will provide verification of property loss in the eligible counties to the Washington Emergency Management Division.
- Attestation from GRANTEE or Contractor confirming damage to primary home or displacement from rental unit used as primary residence due to the qualifying disaster.
- Taxpayers claim for Reduction of Assessments Resulting from Destroyed Real or Personal Property or Loss of Value in a Declared Disaster Area (available at local county assessor's office.)
<https://dor.wa.gov/sites/default/files/legacy/Docs/forms/PropTx/Forms/64-0003.pdf>
- Attestation from landlord of damage to rental unit or of tenant's displacement from rental unit due to qualifying disaster event.

Duplication of Benefits Verification

GRANTEE shall verify Recipient has not received, or has received inadequate, disaster individual assistance from federal, state, local, private insurance, or non-profit to cover the cost of individual or household disaster recovery.

Proof of lack of individual assistance or inadequate individual assistance includes one of the following:

- Proof of insurance denial from insurance company
- Insurance policy stating appliance replacements are not covered
- Insurance settlement demonstrating the amount is still inadequate to cover the cost of remaining household appliance replacements.
- Federal Emergency Management Agency (FEMA) assistance provided, if applicable does not cover remaining unmet needs
- U.S. Small Business Administration (SBA) loan amount, if applicable, does not cover remaining unmet needs

Identity Verification

GRANTEE shall collect one proof of identity to mitigate instances of fraud from occurring. Proof of identity will also ensure the correct name is used to disburse checks to approved eligible Recipients, if applicable. Proof of identity must include one of the following (must show name, date of birth, and photograph):

- State identification card
- Driver license
- US passport or passport card
- US military card (front and back)

- Military dependent's ID card (front and back)
- Permanent Resident Card
- Certificate of Citizenship
- Certificate of Naturalization
- Employment Authorization Document
- Foreign passport

Proof of Residency

Recipient proof of residency includes one of the following documents demonstrating recipient physical, primary residency jurisdiction where the qualifying disaster occurred.

(*Note: If a recipient is having difficulty with finding a document for proof of residency, a Disaster Case Manager (DCM) or GRANTEE Authorized Personnel can attest and declare that the recipient's primary residency is/was within the jurisdiction during the qualifying disaster event. This can be annotated in documents provided by the recipient and the DCM/Authorized Personnel if aspects of the document are missing such as the address of the property, the date of the document, the name of the recipient etc. If using this method for proof of residency, the DCM must also sign and date the document to attest that the information has been verified. An example of this is a written agreement between a landlord or property owner and someone who is renting or otherwise living on the property and does not have an official lease agreement to show.)

- Any utility bill from state fiscal year 2022
- Washington State issued driver's license, identification card, or permit
- Washington vehicle registration or title
- Cell phone bill or internet bill
- Home utility or service document (bill, statement, hook-up order, etc.) for Washington address (gas, electric, water, garbage, sewer, landline phone, TV, internet)
- Bank or credit card document (statement, card mailer, etc.)
- Washington State voter card
- Washington school transcript
- DSHS benefits letter (medical, food, etc.)
- Proof of home ownership (mortgage documents, property tax documents, deed, title, etc.)
- Rent receipts or lease agreement
- Selective Service Card
- Concealed weapons permit from a Washington county (license to carry concealed pistol)
- Homeowner's or renter's insurance policy or other insurance statement
- Washington professional license (nursing, physician, engineer, pilot, etc.)
- Internal Revenue Service 2021 W-2 form from an employer, form 1099 or paystub from employer
- US military document
- Certified Washington marriage certificate

Proof of Income

Recipient must also meet one of the following and provide proof of income:

1. Is disabled. - For the purposes of this grant, "Disabled" is defined by RCW 84.36 and 42 U.S.C. Sec. 423(d)(1)(A) - (1) as follows:

The term "disability" means— (A) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

- Proof includes one of the following:

- Written acknowledgement by Social Security or Veterans Administration.
 - Proof of Disability Affidavit or attestation from medical provider on facility letterhead.
 - Award letter or other verification notice from a federal or state agency demonstrating recipient is approved for a disability benefits program or other assistance program as a result of a disability.
 - (*Note: An individual only needs to provide proof they are *currently* disabled, not necessarily that they were disabled before or at the time of the incident. Any missing information can be verified and validated by the DCM who can sign, date, and attest to the provided proof.)
2. Has a household income equal to or less than 80 percent of the area median family income based on the number of persons in the family. GRANTEE shall use the Low (80 percent) Income Limits from the U.S. Department of Housing and Urban Development's (HUD) FY 2022 Income Limits Documentation System for the Clallam County, WA Metropolitan Statistical Area (MSA): https://www.huduser.gov/portal/datasets/home-datasets/files/HOME_IncomeLmts_State_WA_2022.pdf
- For the purposes of this grant, "Income" is defined by the Bureau of the Census, and includes wage or salary income, self-employment income, interest, dividend, rental income, social security or other public assistance income, retirement, and disability income, etc.
 - For the purposes of this grant, "Family" is defined by HUD, and includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, the following:
 - a. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or,
 - b. A group of persons residing together, and such group includes, but is not limited to:
 - c. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - d. An elderly family;
 - e. A near-elderly family;
 - f. A disabled family;
 - g. A displaced family; and,
 - h. The remaining member of a tenant family.
 - Proof includes one of the following:
 Proof includes the recipient's most recent copy or copies of one of the following which must include a date and the recipient's name. If any of the information is unclear or missing (such as no date), DCM or GRANTEE Authorized Personnel can sign and date on the document to attest to the accuracy of the document:
 - ii. Pay stubs covering the last 60 days of income (or three months of bank statements demonstrating deposit amounts and blacking out the account number)
 - iii. Social Security letter
 - iv. Unemployment benefits letter
 - v. Letter attesting to being unemployed and receiving no income during State Fiscal Year 2022 and 2023 (July 1, 2021 through June 30, 2023)
 - vi. W-2 forms or most recently filed tax statements demonstrating income.
 - vii. Proof that the recipient's income is below the minimum threshold to file a federal tax return based on their filing status.
 - viii. Documentation of self-employment, if applicable

2. The home qualified for the property tax exemption program in RCW 84.36.379 through 84.36.389; or;
 - o Proof includes one of the following:
 - i. Confirmation of eligibility/approval from the County Assessor's Office of Form 63 0001 "Application for Property Tax Exemption" by the Washington State Department of Revenue valid for the Washington State 2021 property tax year.
 - ii. Confirmation of eligibility/approval from the County Assessor's Office of Form 64 0002 "Senior Citizen and People with Disabilities Exemption from Real Property Taxes" by the Washington State Department of Revenue valid for the Washington State 2021 property tax year.
 - iii. Validation by the Washington Emergency Management Division using Washington State 2021 property tax year data provided by the County Assessor's Office that shows eligibility for the Tax Exemption Program.
3. The home qualified for the property tax deferral program in chapter 84.38 RCW.
 - o Proof includes one of the following:
 - i. Confirmation of eligibility/approval from the County Assessor's Office of Form 64 0011 "Deferral Application for Senior Citizens and People with Disabilities" by the Washington State Department of Revenue valid for fiscal year 2021.
 - ii. Validation by the Washington Emergency Management Division using Washington State 2021 property tax year data provided by the county assessor's office that shows eligibility for the Tax Deferral Program.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) DEC 05 2022

Department: Extension/Noxious Weed Control

WORK SESSION ☒ **Meeting Date:** 12-5-22

REGULAR AGENDA ☐ **Meeting Date:**

Required originals approved and attached? ☐

Will be provided on:

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # 13001-381-22-001 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☒ Other Presentation on 2022 season |

Documents exempt from public disclosure attached: ☐

Executive summary:

Presentation on CCNWCB 2022 season

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

No budget impact

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

No action necessary

County Official signature & print name: Christina St John

Name of Employee/Stakeholder attending meeting: Christina St John, Harvey Martin, Allison Frick

Relevant Departments: Noxious Weed Control Board

Date submitted: 11-30-22

* Work Session Meeting - Submit 1 single sided/not stapled copy
presentation_working session

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

Clallam County Noxious Weeds 2022 Season Review



Presented by Christina St John, Allison Frick and Harvey Martin
Clallam County Noxious Weed Control Board
Presentation to the Clallam County Board of Commissioners
December 5, 2022

Clallam County Noxious Weed Control Board (CCNWCB) Mission

- Ensure compliance with Washington State noxious weed laws (RCW 17.10, WAC-16-750)
- Educating the public about noxious weeds
- Technical expertise to landowners
- Detection and eradication of noxious weeds on county land
- Collaborate with partner organizations



Removing common teasel



Working with Master Gardeners to establish native plantings

Changes at CCNWCB in 2022

- New coordinator
- Staff turnover
- Reduced staff during field season



Harvey digging up tansy ragwort and keeping our roads clean



Christina destroying a tight-knit common teasel community



Allison planting at Kugel Creek with the sun shining down on her efforts



Dan Tye and Hunter Kawle, our amazing seasonal staff this year!

2022 Projects

- Public Outreach
- Clallam County Road Department IWM
- US Forest Service – Title II project
- Department of Community Development
 - Lower Dungeness River levee setback
- Community Partners
 - Jamestown S'Klallam Tribe
 - 10,000 Year Institute
 - Knotweed
- Lake Sutherland Eurasian milfoil removal



Treating reed canarygrass at the wetland mitigation site on the Lower Dungeness River levee setback project



Dug poison hemlock



Our booth at the Clallam County Fair

Public Outreach

- Limited ability to provide outreach because of staff shortage
- Monitored 287 non-county owned sites
- Reached out to 180 landowners
- Manually removed 16,570 plants
- Events
 - Clallam County Fair
 - Clallam Conservation District talks
 - Dungeness River Management Team

Public Outreach



Poison hemlock



Yellow archangel



Tansy ragwort



Hoary allysum



Common teasel



Italian thistle



Meadow knapweed

Most commonly found noxious weeds – poison hemlock, Italian thistle, tansy ragwort, meadow and spotted knapweed, yellow archangel, hoary allysum, common teasel

Clallam County Road Department IWM

- Partnership with CC Roads Department and WSU Extension/Noxious Weeds
- 2022 County roads
 - 153 roads surveyed – 242 miles
 - 89 roads treated – 185 miles
 - 53 roads manual control only
 - 19 roads manual and herbicide control
 - 17 roads herbicide only
 - Manually removed 3325 plants over 85 acres
 - Treated 27 different species
 - Top 5: tansy ragwort, meadow knapweed, poison hemlock, Scotch broom, Canada thistle



Tansy ragwort growing along Washington St in Sekiu

Clallam County Road Department IWM

- Surveyed all 25 district shops and county pits, treated 24 locations
 - Top species treated: Scotch broom, Himalayan blackberry, poison hemlock, Canada thistle, poison hemlock
 - Manually removed 1158 plants
 - Explored new treatment options for poison hemlock



Poison hemlock growing within Himalayan blackberry at Kirner Pit in Sequim

Clallam County Road Department IWM

- Surveyed 56 county parcels for first time
 - Found regulated weeds on 7 parcels
- Treated 36 county-owned “special sites”



Common teasel rosettes near the old lower Dungeness River levee



Patches of poison hemlock were found along the sides of the old Dungeness River levee



European hawkweed off the Olympic Discovery Trail west of Fairholme off Hwy 101

Pit Surveys



- Weed-infested material is major vector for spread of noxious weeds
- Voluntary program for private pit owners to obtain “weed-free” certification
- All material used for County projects must be certified “weed-free”
- In 2022, performed 14 pit surveys
 - Certified 12 as “weed-free”

Roadside Weed Monitoring

- Master Gardener's Roadside Vegetation Monitoring Team (RVMT)
- Sixth year as impartial monitor
- Surveyed 23 roadsides and 28 treatments
- Weeds of emphasis had good efficacy rating
- 2022 weed control efficacy had fair rating
- No off-target damage found



Roadside Weed Monitoring

- Continue photo monitoring of native plantings
- New project – Hwy 101 roadside survey
 - PUD vegetation management



Photopoints of the Deer Park interchange plantings

Watering our Pollinator Plantings

Deer Park interchange slopes and the ODT Berm (Old Olympic Hwy between Lewis Rd and Spring Rd)



Our low-tech watering techniques

Beginning of July to mid October
7 volunteers through the CCD



Douglas aster adding a little color to the landscape in September

The plants have responded wonderfully to watering!



Oregon sunshine blooming in June



Bumblebee on Douglas aster

Roadside Plantings

- Weather-related delays
- 2022 Sites
 - Kugel Creek
 - Hoko-Ozette MP 8.8 supplemental planting



High mortality at MP 8.8 along Hoko-Ozette Rd



Little vine maple stripped of its leaves at Hoko-Ozette



Kugel Creek Culvert replacement

Roadside Plantings



Harvey planting at the Dawley slump in east Clallam County



New common junipers at the Sequim-Dungeness Way/Woodcock Rd roundabout

- 2022 sites continued
 - Sequim-Dungeness Way/Woodcock Rd roundabout supplemental planting
 - Dawley Slump supplemental planting
 - 3 Crabs berm supplemental planting
- In 2022, 29 species and 1668 plants will be planted

Pollinator Plantings

- Deer Park Interchange pollinator planting
- Olympic Discovery Trail berm pollinator planting



Deb Kucipeck, Roads Environmental Coordinator, adding some green to the Deer Park slopes



Wildlife encounter on the slopes

Pollinator Plantings



Native fescues



Canada goldenrod



Yarrow, gumweed, coast pansy and showy fleabane, ready to plant!

So far in 2022, we have planted 25 species and 6,449 plants at the Deer Park interchange. Our focus is on native pollinator species that prefer dry and rocky conditions.

Pollinator Plantings



Harvey and two of our Master Gardener volunteers, Brenda and Nancy



Our two wonderful volunteers Neil and Lisa planting on the north side of Hwy 101



Our superstar volunteer Alice

At the Deer Park Interchange, we have had three volunteer planting parties with 8 volunteers that planted over 2000 plants!

- Partnership with Clallam Conservation District

US Forest Service



Dan treating wild basil/savory near FS 2878



Hunter treating herb Robert near FS 2878



Herb Robert trying to take over the world

- Title II of Secure Rural Schools Act
- In 2022, surveyed 155 acres and treated 134 acres
- 37 priority sites including 9 FS rock sources

US Forest Service



Everlasting peavine



Herb Robert



Tansy ragwort flowering and 1st year rosettes



Purple foxglove

Most common species: herb Robert, everlasting peavine, purple foxglove, wild basil, tansy ragwort

Department of Community Development – Lower Dungeness River Levee setback

- Spot treatments
 - Poison hemlock
 - Bohemian knotweed
 - Spotted knapweed
- Himalayan blackberry along footprint of old levee
- Wetland mitigation site
 - Reed canarygrass



Treated (left) and untreated (right) Himalayan blackberry along the footprint of the old levee



Reed canarygrass being scrapped and removed, hummocks being installed in May 2022



Mitigation site in June 2022, after hummocks have been planted

At the wetland mitigation site, the physical removal of reed canarygrass allowed for the germination and regrowth of native wetland plants.

August 2022



The site is now dominated by cattails, small-flowered bulrush, horsetail, willows, cottonwoods, rushes and sedges



Willow and cottonwood seedlings

Small-flowered bulrush

The removal of the reed canarygrass allowed the native seedbank to sprout and willow and cottonwood seeds to land on bare ground and germinate.



Wetland mitigation site in October 2022 – on it's way to becoming a functional native wetland ecosystem!

Community Partners – Jamestown S’Klallam Tribe



Himalayan blackberry prior to treatment



Treated Bohemian knotweed and Himalayan blackberry

Treatment of Himalayan blackberry, Bohemian knotweed and poison hemlock on River’s Edge restoration site and adjoining properties

Community Partners – 10,000 Years Institute



10,000 Year Institute crew treated reed canarygrass



Bohemian knotweed along the Quillayute River

We partnered with the 10,000 Year Institute, located in Forks, to treat knotweed and reed canarygrass on the Bogachiel and Quillayute rivers.

Lake Sutherland Eurasian milfoil removal

- 18 dives – 8 complete circuits
 - 20% increase from 2021
- Removed 1175 plants
 - 18% fewer plants
- Heron Cove in western portion has largest remaining populations
 - Heavy wildlife use
- Cathy will continue diving as a contractor in 2023



Troublesome weeds of 2022

Poison hemlock

- Persistent seedbank
- Early-season treatments?



The evil alliance – poison hemlock and Himalayan blackberry



Manual removal of poison hemlock at McInnes pit

Troublesome weeds of 2022



Spotted jewelweed – Class C species selected for control



Spurless jewelweed - native

Spotted jewelweed vs. spurless jewelweed

They look identical until flowering!

Troublesome weeds of 2022

Scotch thistle

- Class B designate
- Grows up to 8 feet tall, thick cottony hair, spiny stem
- Invades pastures
 - Reduce forage
 - Physical barrier to livestock
- Rare in county
 - Found in two new locations on private property in east Clallam County



Troublesome weeds of 2022

Wild basil

- Class B designate
 - Newly listed in 2022
- Forms dense monoculture along roadsides and in shaded forests
- Found on FS roads
 - In 2022 discovered on two new county roads
- Importance of interagency cooperation



Ultimate Goal: Protect Land Uses and Values





8

AGENDA ITEM SUMMARY

DEC 05 2022

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

Department: Department of Community Development

WORK SESSION ☒ **Meeting Date: 12-5-2022**

REGULAR AGENDA ☐ **Meeting Date:**

Item summary:

☒ **Other: Update, Towne Road removal**

Executive summary:

Under Emergency Resolution 83 signed by the Commissioners on August 2, 2022, a change order to the existing Scarsella Brothers Inc. construction contract was approved by the Commissioners on October 25, 2022 to remove old Towne Road in the lower Dungeness River floodplain restoration area. Removing the old Towne Road is an important element of flood hazard protection and is a requirement of the US Army Corps of Engineers permitted design. It was critical to remove the road prior to the start of flood season.

Prior to removing the road, tests were conducted to determine the type of material to be removed. Below the asphalt, petroleum products were discovered. The materials were tested, and results showed contaminants above regulatory criteria. Additional field tests (sample pits) were conducted to identify the quantity of contaminated material. The estimated contamination of 434 tons was budgeted to be hauled and disposed at \$160/ton and was included in the change order. Total cost in the change order for contaminated materials is \$69,490.05.

As is typical in working with contaminated materials in the field, the quantity to be treated increased as excavation and removal of the road proceeded. Anticipating an increase, we overbudgeted this item by \$450,000. The actual quantities removed totaled 6784 tons due to the undisclosed depth and width of the contamination. The cost of contaminated materials removal has totaled \$1,087,475 or \$568,000 over budget for this purpose.

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?** ☐

1. Increased cost of removing the material is \$568,000 over grant funding.
2. DCD is working with and applying for Ecology's Toxic Cleanup Program, which could provide an additional \$300,000 to offset the contaminated materials expenditures.
3. We are working to modify our current grant scope of work to include contaminated material removal/disposal to cover the County's share of the Cleanup Program grant cost.
4. Staff is working with Department of Ecology and with EPA to identify potential additional sources of funding to help defray the costs of the contaminated material removal.

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

County Official signature & print name:

A blue ink signature of Rich Meel, with the name "RICH MEEL" printed in blue capital letters to the right of the signature.

* Work Session Meeting - Submit 1 single sided/not stapled copy

Agenda Item Summary - Contaminated Material Update (002)

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

Revised: 3-04-2019

Name of Employee/Stakeholder attending meeting: Cathy Lear, Rich Meier, Bruce Emery, Joe Donisi

Relevant Departments: DCD, Public Works

Date submitted: 11.30.2022



AGENDA ITEM SUMMARY

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

DEC 05 2022

Department: **BOCC**

WORK SESSION ☒ Meeting Date: **12-5-22**

REGULAR AGENDA ☒ Meeting Date: **12-13-22**

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 Conservation Futures Program Advisory Board due to the expiration of a term.

A notice of the vacancy was issued to the press in October 2022 soliciting applications from interested citizens. One application was received.

Commissioner Johnson endorses the appointment of Barbara Pappas to the Conservation Futures Program Advisory Board.

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

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

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

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

Relevant Departments: Board of Commissioners and Department of Community Development

Date submitted: 11-29-22

* 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)



RESOLUTION _____, 2022

APPOINTING A MEMBER TO THE
CONSERVATION FUTURES PROGRAM ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Conservation Futures Program Advisory Board due to the expiration of a term.
2. A notice of the vacancy was issued to the press in October 2022 soliciting applications from interested citizens. One application was received.
3. Commissioner Johnson endorses the appointment of Barbara Pappas to the Conservation Futures Program Advisory Board.

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

1. **Barbara Pappas** is appointed to serve as the Commissioner District III representative for term ending December 31, 2026.

PASSED AND ADOPTED this 13th of December 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach

cc: A22.33
Appointee (s)
BOCC



AGENDA ITEM SUMMARY

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

10
DEC 05 2022
11

Department: Finance

WORK SESSION ☒ **Meeting Date:** **12/5/2022**

REGULAR AGENDA ☒ **Meeting Date:** **12/5/2022**
(Special Action Item)

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 Monthly Review |

Documents exempt from public disclosure attached: ☐

CERTIFICATION OF TAXING DISTRICT LEVY BUDGETS TO ASSESSOR

Pursuant to RCW 84.52.070, "it is the duty of the county legislative authority of each county, on or before December 15th of each year, to certify to the county assessor the amount of taxes levied upon the property in the county for county purposes, and on or before the first Monday in December the respective amounts of taxes levied by the board of each taxing district within the county for district purposes."

Based on all Levy Certification Forms and 2023 Budgets submitted to the County Assessor's office as of Wednesday, November 30, 2022 by all County Taxing Districts, the Assessor has compiled the total levy budgets or estimates of budgets received and prepared the attached Taxing District Budget form for review and approval by the Board of County Commissioners. Review and approval of the Taxing District Budget form by the Board of County Commissioners is requested as a special action item to be held on Monday, December 5, 2022.

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?** ☐

Certification is required in order for the County Assessor to finalize and certify tax levies to be assessed for taxes to be collected in 2023 for each taxing district in accordance with RCW 84.52.070.

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

Certify budgeted tax levy requests submitted by Taxing Districts.

* Work Session Meeting - Submit 1 single sided/not stapled copy
Assessor 12052022.docx

Agenda Item Summary 2023 Tax District Certification of Levies to

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

Revised: 3-04-2019

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

County Official signature & print name:  Mark Lane _____

Name of Employee/Stakeholder attending meeting: _____ Mark Lane, Pam
Rushton _____

Relevant Departments: Assessor's Office, County Administrator, Budget Director, Board of Commissioners, Finance Department

Date submitted:

November 30, 2022

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary 2023 Tax District Certification of Levies to Assessor 12052022.docx

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

Revised: 3-04-2019

2022-2023 TAX DISTRICT BUDGET SUMMARY

APPROVED BY THE CLALLAM COUNTY LEGISLATIVE AUTHORITY RCW 84.52.070

TOTAL BUDGET WITH REFUND AMOUNT INCLUDED ON LEVY CERTIFICATION FORMS**SCHOOL ENRICHMENT, CAPITAL PROJECTS AND BOND BUDGETS TO INCLUDE ADMINISTRATIVE REFUNDS**

Districts who did not certify their budgets to the Assessor by 11/21 were estimated and may need to be amended

DISTRICT	TAX YEAR 2023	BUDGET OR ESTIMATED AMOUNT
COUNTY		\$12,226,570.00
ROADS		\$8,224,649.00
COUNTY CONSERVATION FUTURES		\$282,750.00
NORTH OLYMPIC LIBRARY		\$4,663,468.97
CITY OF PORT ANGELES		\$5,443,077.39
CITY OF SEQUIM		\$1,784,382.09
CITY OF FORKS		\$451,388.00
PORT OF PORT ANGELES		\$1,701,544.11
HOSPITAL DISTRICT #1 (FORKS)		\$350,892.94
HOSPITAL DISTRICT #1 EMS		\$210,410.50
HOSPITAL DISTRICT #2 (PA)		\$5,024,671.25
QUILLAYUTE VALLEY PRK AND REC		\$0.00
FIRE DISTRICT #1 INCLUDES JEFFERSON CO		\$290,000.00
FIRE DISTRICT #2		\$2,050,000.00
FIRE DISTRICT #3 INCLUDES JEFFERSON CO		\$9,964,094.18
FIRE DISTRICT #3 EMS INCLUDES JEFFERSON CO		\$3,274,278.84
FIRE DISTRICT #4		\$475,514.99
FIRE DISTRICT #5		\$62,687.97
FIRE DISTRICT #6		\$37,000.00
PORT ANGELES SCHOOL DIST #121	ENRICHMENT	\$5,671,463.37
	CAPT PROJECT	\$10,707,847.72
CRESCENT SHOOOL DIST #313	ENRICHMENT	\$521,829.20
	CAPT PROJECT	\$125,380.46
SEQUIM SCHOOL DIST #323	ENRICHMENT	\$7,361,574.55
INCLUDES JEFFERSON CO	CAPT PROJECT	\$3,718,020.06
CAPE FLATERY SCHOOL DIST #401	ENRICHMENT	\$362,929.35
	BOND	\$266,322.08
QUILLAYUTE SCHOOL DIST #402	ENRICHMENT	\$716,171.37
INCLUDES JEFFERSON CO	BOND	\$1,180,816.52
WILLIAM SHORE MET PARK DIST		\$1,850,000.00

Date Stamp:

BOARD OF CLALLAM COUNTY COMMISSIONERS

MARK OZIAS, CHAIR

RANDY JOHNSON

ALANNA GORES, CLERK OF THE BOARD

BILL PEACH



AGENDA ITEM SUMMARY

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

DEC 05 2022

Department: Finance

WORK SESSION ☒ Meeting Date: 12/5/2022

REGULAR AGENDA ☒ Meeting Date: 12/5/2022
(Special Action Item)

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Relevant Departments: _____ Assessor's Office, County Administrator, Budget Director, Board of
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Date submitted:

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