



## **WORK SESSION AGENDA**

### **BOARD OF CLALLAM COUNTY COMMISSIONERS**

223 East 4th Street Room 160

Port Angeles, Washington

Monday, August 8, 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: <http://www.clallam.net/features/meetings.html>

Public comment can be directed to the Clerk of the Board at 360-417-2256 or [Loni.Gores@clallamcountywa.gov](mailto:Loni.Gores@clallamcountywa.gov)

#### **Modification**

Modification added 8-5-22 

#### **Administration – 9 a.m.**

1. Calendar/Correspondence
2. Letter of Support for Broadband – National Telecommunications and Information Administration NTIA

Letter of support 

3. Pre-application questionnaire Washington State Parks and Recreation for No Child Left Inside #1 Grant

Pre-application questionnaire 

4. Pre-application questionnaire Washington State Parks and Recreation for No Child Left Inside #2 Grant

Pre-application questionnaire 

5. Pre-application questionnaire Washington State Parks and Recreation for No Child Left Inside #3 Grant

Pre-application questionnaire 

6. Pre-application questionnaire Washington State Parks and Recreation for Outdoor Learning Grant

Pre-application questionnaire 

7. Pre-application questionnaire Washington State Parks and Recreation for Boating Facilities Grant

Pre-application questionnaire 

## **2. Letter of Support for Broadband – National Telecommunications and Information Administration NTIA**

### **Public Works**

8. Pre-application questionnaire with NOAA for Federal Fish Passage Grant

Pre-application questionnaire 

### **Board of Commissioners**

9. Discussion and request to move forward on Housing Solutions and Grant Coordinator recruitment

Discussion and request 

### **Budget**

10. Notice the Preliminary 2023 Clallam County Budget will be available September 6, 2022 Sheriff's Office

Notice 

### **Sheriff's Office**

11. Postponed: Emergency Resolution authorizing contract services to provide Courthouse security (2e)\*

Emergency Resolution 

Modification to postpone 

12. Agreement with Norpoint Protective Services to provide Courthouse security (3b)\*

Agreement 

13. Agreement with Washington State Military Department for Operation Stonegarden

Agreement 

14. Promulgation of Comprehensive Emergency Management Plan CEMP

Promulgation 

### **General Discussion/Items for Future Agendas**

- A. Department of Natural Resources Meeting (August 22 at 1 p.m.)
- B. Nuisance Ordinance (August 29)

## **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.

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# MEMORANDUM

LONI GORES  
Clerk of the Board

August 5, 2022

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**TO: Board of Commissioners, Administrator Sill**

**RE: Agenda Modification(s)**

**FILE: A14.09.18**

- The following item has been postponed on the August 8, 2022 work session:

**SHERIFF'S OFFICE**

11 Emergency Resolution authorizing contract services to provide Courthouse security (2e)\*

- The following item has been postponed on the August 9, 2022 regular agenda:

**ADMINISTRATION**

2e Emergency Resolution authorizing contract services to provide Courthouse security

**CONTRACTS AND AGREEMENTS**

3b Agreement with Norpoint Protective Services to provide Courthouse security



## AGENDA ITEM SUMMARY

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

2  
8/9/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 8-8-22

REGULAR AGENDA ☒ Meeting Date: 8-16-22

### Item summary:

- |                                           |                                                              |                                                               |
|-------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                                               |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item                          |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other – Letter of support |

### Executive summary:

Clallam County PUD No. 1 (CCPUD1) is applying for a National Telecommunications and Information Administration (NTIA) federal grant to fund the building of middle mile infrastructure for broadband from Airport Rd. in Port Angeles to Forks, WA. CCPUD1 respectfully ask for a statement of support in the form of a Letter of Support for our Broadband Backbone Construction Project, led by Broadband Supervisor Shawn Delplain, which we plan to submit along with their grant application on September 9, 2022.

As Clallam County's electric provider and with a customer base of 27,000, we are aware of the unserved and underserved communities in terms of broadband within our service area. We are committed to leveraging our knowledge, expertise, and existing infrastructure to help address these needs in the way that we can – by building out the backbone for broadband and for CCPUD1. Constructing the backbone to reach these areas will make it possible for our local ISPs to expand broadband within the communities of Forks, Joyce, and Beaver.

CCPUD1 is enthusiastic about this program and eager to launch it in order to assist our communities. We are aggressively applying for this middle mile grant. As a key member of the Clallam community your letter of support will help ensure that our grant application is competitive and well received.

**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?)

CCPUD1 is requesting letter of support for a National Telecommunications and Information Administration (NTIA) federal grant.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Clallam County PUD

Relevant Departments: Board of Commissioners

Date submitted: 8-1-22

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

Clallam County PUD No. 1 Letter of Support Broadband

\*\* 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



**MARK OZIAS, District 1, Chair**  
**RANDY JOHNSON, District 2**  
**BILL PEACH, District 3**

# Board of Clallam County Commissioners

223 East 4<sup>th</sup> Street, Suite 4  
Port Angeles, WA 98362-3015  
360.417.2233 Fax: 360.417.2493  
Email: [commissioners@clallamcountywa.gov](mailto:commissioners@clallamcountywa.gov)

**RICH SILL, County Administrator**

August 16, 2022

Sean Worthington, General Manager  
PUD #1 of Clallam County  
PO Box 1000  
Carlsborg, WA 98324

Re: Broadband – National Telecommunications and Information Administration (NTIA)

Dear Mr. Worthington,

The Clallam County Board of Commissioners fully support(s) PUD #1 of Clallam County's federal grant application for a middle-mile infrastructure project from the National Telecommunications and Information Administration (NTIA).

The COVID-19 pandemic has exponentially increased the need and priority for broadband and in our county. With unknown challenges ahead in reopening schools, maintaining businesses and keeping our economy afloat, Broadband access is important for:

- Enabling students to access distance learning platforms and complete/submit homework assignments online without driving miles to connect to network hot spots;
- Providing the means for hospitals and healthcare centers to migrate some of their healthcare services to telemedicine platforms;
- Assisting rural governments, organizations, and individuals to more readily collaborate on and advance regional projects;
- Enabling employees to work remotely from home and encouraging the development of local and home-based online businesses;
- Drawing businesses and investors to their communities who otherwise would not consider them.

Broadband infrastructure is prohibitively expensive, especially in rural Clallam County. We encourage the National Telecommunications and Information Administration (NTIA) to approve the Clallam PUD application request.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

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Mark Ozias, Chair

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Randy Johnson

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Bill Peach



## AGENDA ITEM SUMMARY

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

3  
8/3/22

**Department:** Parks, Fair and Facilities

**WORK SESSION** ☒ **Meeting Date:** 8-8-2022

**REGULAR AGENDA** ☐ **Meeting Date:**

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

**Item summary:**

- |                                           |                                                              |                                                                          |
|-------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                                                          |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item                                     |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other: Pre-application questionnaire |

Documents exempt from public disclosure attached: ☐

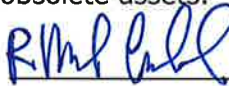
**Executive summary:**

RCO "No Child Left Inside" Tier 1 is a no-match grant that simply allows PFF to replace 10ea. 1980's vintage obsolete canoes at Camp David Jr

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

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

Permit the Parks, Fair, and Facilities Department to submit a grant application for consideration by RCO to fund the replacement of existing and obsolete assets.

**County Official signature & print name:**  Don Crawford, Director

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners, Parks, Fair and Facilities Department

**Relevant Departments:** Board of Commissioners, Parks, Fair and Facilities

**Date submitted:** 8-3-2022

\* 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)

# Clallam County

## Grant Application Information

DEPARTMENT: **Parks, Fair, and Facilities**

DATE SUBMITTED TO W/S: **8.8.22**

GRANT NAME: **RCO "No Child Left Inside" #1** APPLICATION DEADLINE: **11.01.2022**

ISSUING AGENCY: **Washington State Parks and Recreation** IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **1-year**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **\$25,000**

ANNUAL AMOUNT: **N/A**

MATCH REQUIRED? **0%**

MATCH AMOUNT: **\$0.00**

**DESCRIPTION OF GRANT AND PURPOSE:**

Replace approximately 10ea1980s's vintage canoes at Camp David Jr.  
[No Child Left Inside - Recreation and Conservation Office \(wa.gov\)](http://NoChildLeftInside-RecreationandConservationOffice.wa.gov)

**EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:**

Continue to provide recreational amenities for users of Camp David Jr

**DOES THE LONG-TERM CREATIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PARLONG-TERM TERM DEPARTMENT OR COUNTY GOALS?**

Yes. It allows the Department to maintain service levels

**DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?**

The existing canoes are beyond reasonable repair and must be disposed of. New canoes will allow the camp to maintain service levels.

**WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?**

A successful grant submission will allow the county to continue to provide the amenity.

**DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?**

Repair and maintenance costs will be reduced for 3-5 years.

**IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?**

N/A

**WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?**

N/A

**WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?**

N/A

**DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?**

Yes

**ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?**

The canoes will need to be replaced by 2024.

**ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?**

N/A

**ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?**

No

**WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.**

N/A

**OTHER COMMENTS**

This grant provides a simple, cost-effective way to maintain current services by replacing obsolete assets.



**ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE**

**APPROVAL**

**Rich Sill, ADMINISTRATOR**

Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator before application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.



## AGENDA ITEM SUMMARY

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

4  
8/8/22

**Department:** Parks, Fair, and Facilities

**WORK SESSION** ☒ **Meeting Date:** 8-8-2022

**REGULAR AGENDA** ☐ **Meeting Date:**

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

**Item summary:**

- |                                           |                                                                                                                   |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract #                                                      |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation <input type="checkbox"/> Budget Item                                        |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance <input checked="" type="checkbox"/> Other: Pre-application questionnaire |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

RCO "No Child Left Inside" Tier 2 is a \$75,000 25% match grant. It is a collaboration with WSU Cooperative Extension and Sequim School District to develop a youth garden & livestock program at Robin Hill Farm Park for 4-H and FFA members without sufficient property or resources to participate otherwise.

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

This is a reimbursement grant.

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

Permit the Parks, Fair, and Facilities Department to submit a grant application for consideration by RCO to fund the develop a youth garden & livestock program at Robin Hill Farm Park for 4-H and FFA members without sufficient property or resources to participate otherwise.

**County Official signature & print name:**  Don Crawford, Director

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners, Parks, Fair and Facilities Department

**Relevant Departments:** Board of Commissioners, Parks, Fair and Facilities WSU Cooperative Extension, Sequim High School

**Date submitted:** 8-3-2022

- \* 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)

Agenda item summary- 23NCLI 2  
Revised: 3-04-2019

# Clallam County

## Grant Application Information

DEPARTMENT: **Parks, Fair, and Facilities**

DATE SUBMITTED TO W/S: **8.8.22**

GRANT NAME: **RCO "No Child Left Inside" #2** APPLICATION DEADLINE: **11.01.2022**

ISSUING AGENCY: **Washington State Parks and Recreation** IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **1-year**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **\$75,000**

ANNUAL AMOUNT: **N/A**

MATCH REQUIRED? **25%**

MATCH AMOUNT: **\$18,750.00**

### DESCRIPTION OF GRANT AND PURPOSE:

Collaboration with WSU Cooperative Extension and Sequim School District to develop a youth garden & livestock program at Robin Hill Farm Park for 4-H and FFA members without sufficient property or resources to participate otherwise. Conceptually, The youth will agree with their advisors and the county to actively participate in their selected project hosted at Robin Hill Farm Park. In exchange for utilizing the space and resources at Robin Hill Farm Park, the youth participants will provide an agreed amount of time for volunteering at the park. The grant will be utilized to supply initial labor, and purchase tools, equipment, materials, and supplies to operate the program.

[No Child Left Inside - Recreation and Conservation Office \(wa.gov\)](#)

### EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:

Provide resources to youth in 4-H and FFA who might otherwise be excluded from participation.

### DOES THE GRANT FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A LONG-TERM TERM DEPARTMENT OR COUNTY GOAL?

The department aims to provide recreation programming for county residents where possible.

### DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

The Grant allows PFF, Extension, and Sequim High School to expand the reach and breadth of an existing program to allow those who may have been excluded previously. The grant also increases the utilization of the county farm park, thus meeting the state objectives of the PFF. It will improve existing services and provide the means of doing so.

### WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?

1. The number of youth participating in the 4-H and FFA program.
2. Number of project submissions at the county fair.

3. Appearance of the existing gardens and pastures at Robin Hill Farm Park.

**DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?**

A vital component of the grant submission will be to develop a long-term strategy for addressing the long-term requirements of the project.

**IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?**

PFF, Cooperative Extension, and Sequim High School have resources to address the grant match requirement.

**WILL THE ACTIVITY IN THIS GRANT HAVE AN IMPACT ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?**

The "Agreement" between the youth, PFF, 4-H, and FFA will need to be vetted by the County civil prosecutors' office. It will require 5-10 hours.

**WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?**

The grant will cover the expense of 1ea. Seasonal Employee to be hired for the first year to aid in the program establishment.

**DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?**

Yes

**ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?**

No

**ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?**

No

**ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?**

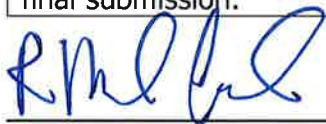
No

**WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.**

N/A

**OTHER COMMENTS**

Due to the complexity of this project's scope, approval will be required by the County Deputy Administrator, County Extension Agent, and County Civil Prosecutors' office before final submission.



**ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE**

## APPROVAL

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**Rich Sill, ADMINISTRATOR**

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Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Admbeforeor before application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.



## AGENDA ITEM SUMMARY

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

5  
01/22

**Department:** Parks, Fair and Facilities

**WORK SESSION** ☒ **Meeting Date:** 8-8-2022

**REGULAR AGENDA** ☐ **Meeting Date:**

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

**Item summary:**

- |                                           |                                                              |                                                                          |
|-------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                                                          |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item                                     |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other: Pre-application questionnaire |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

RCO "No Child Left Inside" Tier 1 is a no-match grant that simply allows PFF Purchase 2ea. BIG Canoes Big Canoes of 24' with a capacity of 10 participant's ea. for Camp David Jr. will provide team building and group recreational opportunities.

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

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

Permit the Parks, Fair, and Facilities Department to submit a grant application for consideration by RCO to fund the purchase of 2ea. Big Canoes of 24' with a capacity of 10 participant's ea. for Camp David Jr.

**County Official signature & print name:**  Don Crawford, Director

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners, Parks, Fair and Facilities Department

**Relevant Departments:** Board of Commissioners, Parks, Fair and Facilities

**Date submitted:** 8-3-2022

\* 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)

# Clallam County

## Grant Application Information

DEPARTMENT: **Parks, Fair, and Facilities**

DATE SUBMITTED TO W/S: **8.8.22**

GRANT NAME: **RCO "No Child Left Inside" #3** APPLICATION DEADLINE: **11.01.2022**

ISSUING AGENCY: **Washington State Parks and Recreation** IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **1-year**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **\$25,000**

ANNUAL AMOUNT: **N/A**

MATCH REQUIRED? **0%**

MATCH AMOUNT: **\$0.00**

### DESCRIPTION OF GRANT AND PURPOSE:

Purchase 2ea. BIG Canoes Big Canoes of 24' with a capacity of 10 participants ea. for Camp David Jr. will provide team building and group recreational opportunities.

No Child Left Inside - Recreation and Conservation Office ([wa.gov](http://wa.gov))

### EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:

Provide increased recreational amenities for users of Camp David Jr

### DOES THE LONG-CREATIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PARLONG-TERM TERM DEPARTMENT OR COUNTY GOALS?

Yes. It allows the Department to expand service levels for a little additional cost.

### DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

Big Canoes of 24' with a capacity of 10 participants ea. will allow the camp to provide increased team building and group recreational activities.

### WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?

A successful grant submission will allow the county to provide the amenity.

### DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?

Repair and maintenance costs will be negligible for 7-10 years.

### IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?

N/A

### WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

N/A

**WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?**

N/A

**DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?**

Yes

**ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?**

NO

**ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?**

N/A

**ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?**

No

**WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.**

N/A

**OTHER COMMENTS**

This grant provides a simple, cost-effective way to enlarge current services by adding a new asset.



**ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE**

**APPROVAL**

**Rich Sill, ADMINISTRATOR**

Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator before application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.



## AGENDA ITEM SUMMARY

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

b  
8/9/22

**Department:** Parks, Fair, and Facilities

**WORK SESSION** ☒ **Meeting Date:** 8-8-2022

**REGULAR AGENDA** ☐ **Meeting Date:**

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

**Item summary:**

- |                                           |                                                              |                                                                          |
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| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                                                          |
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| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other: Pre-application questionnaire |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

RCO & OSPI Outdoor Learning Grant is a no-match grant that allows PFF to reimagine the agricultural portions of Robin Hill Farm Park as a regenerative agricultural demonstration site to

1. Provide a clearer vision for park management.
2. Increase Park utilization.
3. Provide physical interpretive opportunities for county K-12 students and residents interested in regenerative agricultural practices.

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

This is a reimbursement grant.

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

Permit the Parks, Fair, and Facilities Department to submit a grant application for consideration by RCO & OSPI to fund a regenerative agricultural demonstration site for county K-12 Students.

**County Official signature & print name:**  Don Crawford, Director

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners, Parks, Fair and Facilities Department

**Relevant Departments:** Board of Commissioners, Parks, Fair and Facilities

**Date submitted:** 8-3-2022

\* 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)

# Clallam County

## Grant Application Information

DEPARTMENT: **Parks, Fair, and Facilities & Clallam County WSU Cooperative Extension**

DATE SUBMITTED TO W/S: **8.8.22**

GRANT NAME: **Outdoor Learning Grant (OLG)** APPLICATION DEADLINE: **9.01.2022**

ISSUING AGENCY: **RCO & OSPI**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **1-year**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **\$175,000**

ANNUAL AMOUNT: **N/A**

MATCH REQUIRED? **0%**

MATCH AMOUNT: **\$0.00**

### **DESCRIPTION OF GRANT AND PURPOSE:**

Collaboration with WSU Cooperative Extension and Sequim School District to develop a Regenerative Pasture / Farm demonstration & education program at Robin Hill Farm Park for 4-H & FFA students and county-wide public education science programs.

Conceptually,

PFF, Cooperative Extension, and Sequim High School will reimagine Robin Hill Farm Park's agricultural portions to demonstrate regenerative agricultural philosophies and concepts to future agriculturists and other STEM K-12 Students. This grant will provide the resources to initiate the project. The funding will supply initial labor and purchase tools, equipment, materials, and supplies to operate the program.

[Outdoor Learning Grants - RCO \(wa.gov\)](#)

### **EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:**

I demonstrate regenerative agricultural philosophies and concepts to County Residents, especially K-12 students.

### **DOES THE GRANT FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A LONG-TERM TERM DEPARTMENT OR COUNTY GOAL?**

This grant provides resources to improve Robin Hill Park Farm for better utilization and sustainability.

### **DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?**

The Grant allows PFF, Extension, and Sequim High School to expand the reach and breadth of existing educational programs to county K-12 Students and others interested in regenerative agriculture. It also increases the utilization of the county farm park, thus meeting the state objectives of the PFF. It will improve existing services and provide the means of doing so.

**WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?**

1. The number of youth participating in the project development and park visitors.
2. Appearance of the existing gardens and pastures at Robin Hill Farm Park.

**DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?**

A vital component of the grant submission will be to develop a long-term strategy for addressing the long-term requirements of the project.

**IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?**

N/A

**WILL THE ACTIVITY IN THIS GRANT HAVE AN IMPACT ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?**

WSU Cooperative Extension. Yes

**WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?**

The grant will cover the expense of 1ea. Seasonal Employee to be hired for the first year to aid in the program establishment. It will also subsidize the labor of FTE staff for one year.

**DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?**

Yes

**ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?**

No

**ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?**

Yes / Yes

**ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?**

No

**WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.**

N/A

**OTHER COMMENTS**

Due to the complexity of this project's scope, approval will be required by the County Deputy Administrator and Extension Agent before final submission.



**ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE**

## APPROVAL

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**Rich Sill, ADMINISTRATOR**

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Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Admbeforeor before application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.



## AGENDA ITEM SUMMARY

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

7  
8/9/22

**Department:** Parks, Fair and Facilities

**WORK SESSION** ☒ **Meeting Date:** 8.8.2022

**REGULAR AGENDA** ☐ **Meeting Date:**

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

**Item summary:**

- |                                           |                                                              |                                                                          |
|-------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                                                          |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item                                     |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other: Pre-application questionnaire |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

Boating Facilities Program (BFP) Grant will provide funding to replace piers at Lake Pleasant Park.

**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?** ☐

Grant funding will lessen the financial burden on the county and provide flexibility to repair additional piers at Camp David Jr.

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

Permit the Parks, Fair, and Facilities Department to submit a grant application for consideration by RCO to fund Lake Pleasant Park Pier replacements.

**County Official signature & print name:**  Don Crawford, Director

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners, Road  
Department and Parks, Fair and Facilities Department

**Relevant Departments:** Board of Commissioners, Road Department and Parks, Fair and Facilities

**Date submitted:** 8-3-2022

\* 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)

Agenda item summary Boating Facilities Program Grant 2023  
Revised: 3-04-2019

# Clallam County

## Grant Application Information

DEPARTMENT: **Parks, Fair, and Facilities**

DATE SUBMITTED TO W/S: **8.8.2022**

GRANT NAME: **Boating Facilities Program (BFP)**

APPLICATION DEADLINE: **9.1.2022 & 11.1.2022**

ISSUING AGENCY: **RCO**

IS THIS A RENEWAL? **NO**

LENGTH OF GRANT: **2 years**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **\$100,000**

ANNUAL AMOUNT :**N/A**

MATCH REQUIRED? **25%**

MATCH AMOUNT: **25,000**

**DESCRIPTION OF GRANT AND PURPOSE:**

Replace Lake Pleasant Park Dock Piers destroyed during the 2020 storm

**EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:**

Restore only public boat dock at Lake Pleasant.

**DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS?  
HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?**

Yes

**DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?**

Grant funding will lessen the financial burden on the county and provide flexibility to repair additional boat ramp at Camp David Jr.

**WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?**

N/A

**DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?**

N/A

**IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?**

PFF has budgeted capital in 2023 to cover the project's cost without grant funding.

**WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?**

N/A

**WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?**

N/A

**DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?**

Yes

**ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?**

The county will need to self-finance repairs

**ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?**

No

**ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?**

No

**WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.**

If the grant is awarded, capital funds can be used for Camp David Jr repairs.

**OTHER COMMENTS**

Don Crawford,   
**ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE**

\_\_\_\_\_  
**Rich Sill, ADMINISTRATOR**

**APPROVAL**

\_\_\_\_\_  
Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator prior to application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.



## AGENDA ITEM SUMMARY

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

8  
8/3/22

**Department: Public Works**

**WORK SESSION** ☒ **Meeting Date: 8-8-2022**

**REGULAR AGENDA** ☐ **Meeting Date:**

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

**Item summary:**

- |                                           |                                                              |                                      |
|-------------------------------------------|--------------------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                      |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | X Other –Support Grant Application   |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

We are working on a grant application to NOAA for their federal fish passage grant. Funding for this new program comes from the federal infrastructure spending bill. We are seeking your support for our work in requesting funding to advance high ranking fish passage culverts in the Dungeness Watershed. This is a no match grant opportunity.

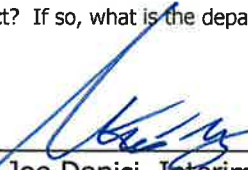
**Budgetary impact:** (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action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

If this grant is funded, any work on the project would be paid for with federal grant dollars.

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

Please support this application request.

**County Official signature & print name:**

  
Joe Donisi, Interim County Road Engineer

For Joe Donisi

**Name of Employee/Stakeholder attending meeting:** Joe Donisi

**Relevant Departments:** Clallam County Public Works

**Date submitted:** 8-3-2022

\* 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)

# Clallam County

## Grant Application Information

DEPARTMENT: **Public Works**

DATE SUBMITTED TO W/S: **8-8-2022**

GRANT NAME: **NOAA's Restoring Fish Passage Through Barrier Removal**

APPLICATION DEADLINE: **8-15-2022**

ISSUING AGENCY: **NOAA**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **N/A**

RENEWAL POSSIBLE? **Potentially**

TOTAL AWARD: **\$1 million minimum**

ANNUAL AMOUNT :**unk**

MATCH REQUIRED? **NO**

MATCH AMOUNT: **Not Required**

### DESCRIPTION OF GRANT AND PURPOSE:

The grant is to restore fish passage by fixing culverts & other barriers to fish passage.

### EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:

Healthy salmon populations are important to many Clallam County Residents & local watersheds. They are of significant importance to Tribal Communities, local & visiting recreational & sport fishers & also to the area's economy.

### DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?

Fixing barrier culverts is important to Clallam County, Public Works & DCD. Inventorying county road culverts & seeking funding to fix them has been worked on by Public Works in Partnership with DCD & the local Lead Entities for Salmon.

### DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

Fixing passage barriers is critical under the Endangered Species Act. As noted above, we have been engaged with partners on these efforts for several years now.

### WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?

Performance measures are expected.

### DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?

This does not create a new service.

### IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?

Match funds are not required.

### WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS? This is not expected to have impacts on other departments. The North

**Olympic LE for Salmon will continue to support such efforts as needed and is part of the ongoing role they play with project sponsors implementing salmon restoration projects.**

**WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?**

New positions are not anticipated. The grant can pay wages & benefits for project work.

**DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?**

Yes.

**ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?**

It will just take longer to fix fish passage culverts.

**ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?**

Yes.

**ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?**

No.

**WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.**

Since this is just an application for potential funding, no budget changes needed at this time.

**OTHER COMMENTS**



**ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE**

**APPROVAL**

**Rich Sill, ADMINISTRATOR**

Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator prior to application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.



9  
8/8/22

## AGENDA ITEM SUMMARY

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

**Department:** Board of County Commissioners

**WORK SESSION** ☒ **Meeting Date:** 08/08/2022

**REGULAR AGENDA** ☐ **Meeting Date:**

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

**Item summary:**

- |                                           |                                                                            |
|-------------------------------------------|----------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract #               |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance <input type="checkbox"/> Other    |

Documents exempt from public disclosure attached: ☐

**Executive summary:** Discussion of the proposed position of Housing Solutions and Grant Coordinator with the newly created job description.

**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?** ☒ (still undecided)

**Recommended action:** (Does the Board need to act? If so, what is the department's recommendation?) Approval of the job description and proposed wage for the purpose of recruitment.

**County Official signature & print name:**

A handwritten signature in blue ink, appearing to read "Rich Sill", written over a horizontal line.

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners & Rich Sill

**Relevant Departments:** BOCC

**Date submitted:** 08/03/2022

\* 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)

# Clallam County

# Job Description

The job description is intended to describe the general nature and level of work being performed by the incumbent, and is not to be construed as an exclusive list of responsibilities, duties and skills required by the incumbent on this position. The job description does not imply an offer of employment, nor a contract for employment. It is subject to change at the discretion of the employer.

**Job Title: Housing Solutions and Grants Coordinator**

**Salary Range: 64**

**Department: Board of County Commissioners**

**Reports to: County Administrator**

**Pages: 1-7**

## Summary

The responsibilities of this classification are designed to identify projects with housing providers, builders, real estate professionals, non-profit agencies and local governments that could help alleviate the housing challenges facing residents of Clallam County. Individuals assigned to this classification are expected to apply extensive knowledge of county government processes, granting efforts, stakeholder coordination and project management.

## Scope of Responsibility

Incumbent is responsible for the organization, coordination and development of options and opportunities to address housing challenges for individuals and families with household incomes below 80% of Area Median Income (AMI). The position maintains informal connections with the Clallam County Economic Development Council and other community groups, facilitating further cooperation and opportunities for addressing chronic issue of accessing affordable housing.

An additional responsibility is the organization, tracking, management and collection efforts for multiple grant and revenue sources while ensuring compliance with specific terms and conditions associated with each type of revenue. The incumbent will track the progress, expenditures, reimbursements, deadlines, and reporting compliance for the multitude of County grant sources. Work includes liaison between granting sources, non-profit agencies, government officials, Clallam County's Department of Finance, Community Development, Environmental Health, and other government entities, both municipal and tribal.

Apply extensive, in-depth knowledge of project analysis and management using modern systems, methods, practices and procedures utilized in project research and documentation, ensuring the adherence to sound principles of business management.

Works in conformance with generally prescribed policies while operating with appreciable latitude for independent action and decisions commensurate with demonstrated ability. Operate within the scope of authority and with the County Administrator's approval in matters requiring deviation from established policies and in matters having major impact or long-range effects.

Report to the County Administrator and Clallam County Board of Commissioners on effectiveness measured primarily through reports, conferences, occasional check of in-process work and review of results achieved. The incumbent's decisions could have substantial impact on public relations, county financial areas and employee motivation and morale.

### **Typical Duties**

- Provide expertise in grant procurement management, oversight, and meeting federal, state Grantor, and County/City requirements
- Maintains a searchable inventory of all county grants
- Conducts a cost assessment for each granting opportunity to include staffing, administration and indirect calculations
- Identifies and coordinates reportable requirements for each grant
- Identifies methods for improving and strengthening internal controls
- Identifies risks and deficiencies globally, specific to county departments or to individual programs
- Develop grant monitoring plans and ensure monitoring activities are being performed consistent with the monitoring plan
- Conduct periodic review to ensure county policy is in alignment with all current Uniform Guidance standards (CFR Part 200)
- Develop and administer housing, community development and economic development programs
- Design long-term strategic planning efforts to achieve best outcomes
- Participates in community outreach efforts including advisory groups
- Conducts reoccurring meetings
- Performs field work in coordination of program goals with partner agencies and departments
- Create and monitor budgets as associated with this position
- Prepare administrative reports for committees, task forces, the public and Board of County Commissioners
- Write technical components of proposals including budget justifications, facilities analysis and descriptions, and programmatic elements
- Ensure quality control of applications and advocate for projects through grant making process
- Build and maintain strong partnerships with stakeholders, committees, the public and department staff
- Prepare and submit progress reports according to Grantor, and revenue source requirements
- Provide technical advice and interpretation of regulations to department staff and stakeholders
- Performs project research, analysis, develops recommendations and prepares reports as directed by the County Administrator
- Perform any other related duties as needed or directed

### **Essential Functions**

- Exercise sound judgment in the performance of assigned duties on the basis of law, applicable policies and procedures, and ethical responsibilities
- Prepare clear, concise, coherent, and grammatically correct written work product
- Establish and maintain positive and effective working relationships with those contacted in the course of work
- Communicates effectively both verbally and in writing. Deals tactfully and courteously with the public, coworkers, and other County employees, occasionally in difficult customer service situations.
- Is able to analyze complex issues and impacts, provides clear direction, and adopts an effective course of action or presents alternative solutions.

- Exercises sound, ethical judgment in the decision making process.
- Good communication skills in representing Clallam County to other agencies and the public.
- An effective decision-maker, who makes short and long range plans, programs and goals.
- Able to establish high standards of performance for the department, and maintain accountability standards.
- Politically astute, with excellent verbal and written communications skills.
- Skill in communicating with people of diverse backgrounds
- Regular, reliable and punctual attendance.

### **Key Competencies all Clallam County Positions:**

- Ethics and Integrity: Respects and maintains confidentiality. Earns trust, respect, and confidence through honesty, forthrightness, and professionalism in all interactions
- Valuing Diversity: Help create a work environment that embraces and appreciates diversity treats all with acceptance and respect; and values diverse perspectives
- Communication: Effective communication skills to convey thought and information clearly and concisely to a broad audience. Strong writing and editing skills
- Relationship Building: Proven skills to create and maintain effective teams and partnerships
- Multi-tasking: Proven multi-tasking skills with the ability to handle multiple assignments in various stages simultaneously. Ability to work in a fast-paced environment with changing priorities
- Analytical Skills: Analytical skills with exceptional attention to detail

### **Qualifications**

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **Knowledge of:**

Knowledge of the job assignment sufficient to perform thoroughly and accurately the full scope of responsibility as illustrated by examples in the above job description

Knowledge of customer service etiquette

Knowledge of relevant information, including applicable policies, procedures, laws and regulations

Knowledge of specialized terminology

Knowledge of software applications; keyboarding skills (may vary according to position assignment)

Knowledge of appropriate physical standards for computer work such as appropriate seating, arm and/or wrist use

Knowledge and proficiency in Microsoft Word, Excel, Teams, and Outlook; Zoom meeting platform; and grant tracking software programs

Knowledge of understanding of race & social justice principals and impacts of systemic racism and oppression on communities  
Knowledge and experience working with homelessness services including homeless housing programs and emergency shelters  
Knowledge and understanding of the real estate and property development processes  
Demonstrated commitment to excellence

**Skill in:**

Skill and experience writing or managing budgets with municipal, state and federal funds  
Strong skill in technical writing and editing  
Skill in interpersonal relationships  
Skill in organization  
Skill in being analytical  
Skill in research skills  
Skill in problem-solving and troubleshooting  
Skill in conflict resolution  
Skill in oral and written communications  
Skill in word processing, spreadsheets and specialized software programs  
Skill in adapting to changes in work load demand  
Skill in working on multiple projects simultaneously  
Skill in maintaining confidentiality of sensitive matters  
Skill in responding to emergencies  
Skill in following oral and written instructions  
Skill in composing/generating and editing correspondence  
Skill in communicating with people of diverse backgrounds  
Skill in meeting deadlines  
Skill in working in stressful environments  
Skill in prioritizing work  
Skill in working independently  
Skill in working in a team setting  
Skill in determining validity of information received  
Skill in reading and interpreting applicable documents specific to position assignment

**Ability to:**

Ability to demonstrate competency in required job skills and knowledge  
Ability to communicate clearly and effectively, both verbally and in writing, with coworkers, other government agencies, contractors, and the general public  
Ability to work independently and as part of a team, coordinating with others to facilitate teamwork  
Ability to perform multiple tasks simultaneously under tight deadlines, prioritizing work and managing own time  
Apply common sense understanding when carrying out instructions furnished in written or oral form  
Ability to keep abreast of current developments using available resources effectively  
Ability to be inquisitive  
Ability to be methodical and logical  
Ability to demonstrate attention to detail  
Ability to demonstrate accuracy and thoroughness at all times

Ability to be organized, showing excellent administrative skills  
Ability to select and use appropriate communication methods  
Ability to get along well with others  
Ability to cooperate in a team environment  
Ability to problem solve in a group environment  
Ability to confront difficult situations while maintaining objectivity  
Ability to keep emotions under control  
Ability to establish and maintain effective relations  
Ability to exhibit good listening and comprehension+  
Ability to plan, organize, prioritize, implement and manage a wide variety of tasks with competing priorities to meet deadlines while maintaining a high degree of attention to detail  
Ability to read and interpret legislation and provide advocacy  
Ability to maintain an accurate and up-to-date knowledge of current trends in the community development field  
Ability to demonstrate customer service skills  
Ability and experience interacting with department staff and leadership in project management context  
Ability and experience providing technical assistance to strengthen compliance with contract terms or service delivery  
Ability and experience working in the human service/housing fields  
Ability and experience staffing or facilitating small and/or large group community meetings  
Ability to meet attendance standards necessary for successful job performance

#### **SUPERVISORY CONTROLS:**

This position performs work under general supervision and direction of the County Administrator

#### **GUIDELINES:**

Guidelines include federal, state, grantor, county, city, and department policies and procedures. These guidelines require judgement, selection, and interpretation in application.

#### **COMPLEXITY/SCOPE OF WORK:**

- The work consists of varied routine and highly technical clerical, administrative, budgetary, management and planning duties. Changing priorities and working with multiple stakeholders contributes to the complexity of the position.
- The purpose of this position is to manage and direct all aspects of proposal development and administration of County-managed housing and community development related grant programs and contracts, and provide administrative support for County Commissioner implement community-based planning and economic development projects. Successful performance contributes to positive growth and positive community relations.

#### **CONTACTS:**

Position maintains a very high profile in the community with media exposure and frequent contact with the public, other agencies and other elected and appointed officials within the County. Regular, extensive interaction will occur with citizen advisory groups and County staff.

Ability to establish and maintain effective working relationship is required. Requires the skills and ability to keep multiple tasks on target in a positive and organized way.

#### **SUPERVISORY AND MANAGEMENT RESPONSIBILITY:**

Not a supervisory position. Will coordinate multiple functions and work extensively with employees throughout the County to deliver services and information to the public.

#### **MINIMUM QUALIFICATIONS:**

- Bachelor's degree in urban, regional, or planning; business or public administration; a human services field, or any other closely related field is preferred (or a combination of education and/or training and/or experience which provides an equivalent background required to perform the duties and responsibilities of the position).
- A minimum of two years' professional experience in grant and contract administration, budget management, planning, and human services administration.
- Prefer experience in municipal government sector

#### **PHYSICAL DEMANDS / WORK ENVIRONMENT:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Most duties are typically performed in an office setting while sitting at a desk or table or while intermittently sitting, standing, or stooping. The employee occasionally lifts light and heavy objects.
- Some field work will be required throughout project development. Use of County vehicle may be required.
- Primary job conditions include working in a climate-controlled environment and will require extended period of sitting, typing, telephone use, and evaluation of quantitative data.
- Must be able to work with a minimum of supervision.
- May be required to attend various outside training programs.
- Position required working some weekend and frequent evening meetings.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **Licensing/Certification Requirements**

Washington State Driver's License

U.S. citizenship (selected positions)

Drug testing (selected positions)

Pass Background Check

Pass OSHA/Designated Required Training

*Note: Any first aid rendered by such persons is rendered only as a collateral duty responding solely to injuries resulting from workplace incidents, generally at the location where the incident occurred.*

**High Exposure Designation**

The employee assigned to this position may work within a high exposure classification as defined under the Occupational Safety & Health Act and Washington Administrative Code governing Washington Industrial Safety & Health Act for blood borne pathogens protocols.

**Essential Worker Designation**

The employee assigned to this position may be designated as an "essential worker." Essential workers are required by the county to respond and perform work functions during an emergency in order to ensure the protection of the health, safety, and welfare of the citizens of Clallam County and public facilities and property located therein. The county maintains the right to recall essential workers during any emergency and/or as necessary to restore governmental functions during extended emergencies.

**Requirement for Confidentiality**

The employee assigned to this position works in the capacity of a confidential employee and is required to maintain confidentiality with regard to a broad range of matters including, but not limited to: employee performance, the management of protected health information, and matters protected by the attorney – client privilege. Any breach of this requirement of employment may result in immediate discipline, up to and including termination.

**General Disclaimer**

The statements contained herein reflect general details as necessary to describe the principal functions of this position, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. The individual may be directed to perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

7-1-21+2.50%

## I-1-22 Teamster, FLSA Exempt, I619MP, I619LC

| Range | Period        | 1         | 2         | 3         | 4         | 5         | 6         | 7         | 8         | 9         |
|-------|---------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 56    | Hourly        | 26.654    | 27.321    | 28.003    | 28.703    | 29.421    | 30.157    | 30.909    | 31.683    | 32.475    |
|       | 40 Hr Monthly | 4,620.00  | 4,735.49  | 4,853.88  | 4,975.21  | 5,099.59  | 5,227.09  | 5,357.76  | 5,491.70  | 5,629.00  |
|       | Annual        | 55,439.97 | 56,825.88 | 58,246.56 | 59,702.58 | 61,195.07 | 62,725.03 | 64,293.17 | 65,900.34 | 67,547.96 |
| 57    | Hourly        | 27.321    | 28.003    | 28.703    | 29.421    | 30.157    | 30.909    | 31.683    | 32.475    | 33.288    |
|       | 40 Hr Monthly | 4,735.49  | 4,853.88  | 4,975.21  | 5,099.59  | 5,227.09  | 5,357.76  | 5,491.70  | 5,629.00  | 5,769.73  |
|       | Annual        | 56,825.88 | 58,246.56 | 59,702.58 | 61,195.07 | 62,725.03 | 64,293.17 | 65,900.34 | 67,547.96 | 69,236.74 |
| 58    | Hourly        | 28.003    | 28.703    | 29.421    | 30.157    | 30.909    | 31.683    | 32.475    | 33.288    | 34.119    |
|       | 40 Hr Monthly | 4,853.88  | 4,975.21  | 5,099.59  | 5,227.09  | 5,357.76  | 5,491.70  | 5,629.00  | 5,769.73  | 5,913.96  |
|       | Annual        | 58,246.56 | 59,702.58 | 61,195.07 | 62,725.03 | 64,293.17 | 65,900.34 | 67,547.96 | 69,236.74 | 70,967.53 |
| 59    | Hourly        | 28.703    | 29.421    | 30.157    | 30.909    | 31.683    | 32.475    | 33.288    | 34.119    | 34.973    |
|       | 40 Hr Monthly | 4,975.21  | 5,099.59  | 5,227.09  | 5,357.76  | 5,491.70  | 5,629.00  | 5,769.73  | 5,913.96  | 6,061.82  |
|       | Annual        | 59,702.58 | 61,195.07 | 62,725.03 | 64,293.17 | 65,900.34 | 67,547.96 | 69,236.74 | 70,967.53 | 72,741.89 |
| 60    | Hourly        | 29.421    | 30.157    | 30.909    | 31.683    | 32.475    | 33.288    | 34.119    | 34.973    | 35.847    |
|       | 40 Hr Monthly | 5,099.59  | 5,227.09  | 5,357.76  | 5,491.70  | 5,629.00  | 5,769.73  | 5,913.96  | 6,061.82  | 6,213.37  |
|       | Annual        | 61,195.07 | 62,725.03 | 64,293.17 | 65,900.34 | 67,547.96 | 69,236.74 | 70,967.53 | 72,741.89 | 74,560.38 |
| 61    | Hourly        | 30.157    | 30.909    | 31.683    | 32.475    | 33.288    | 34.119    | 34.973    | 35.847    | 36.742    |
|       | 40 Hr Monthly | 5,227.09  | 5,357.76  | 5,491.70  | 5,629.00  | 5,769.73  | 5,913.96  | 6,061.82  | 6,213.37  | 6,368.70  |
|       | Annual        | 62,725.03 | 64,293.17 | 65,900.34 | 67,547.96 | 69,236.74 | 70,967.53 | 72,741.89 | 74,560.38 | 76,424.44 |
| 62    | Hourly        | 30.909    | 31.683    | 32.475    | 33.288    | 34.119    | 34.973    | 35.847    | 36.742    | 37.661    |
|       | 40 Hr Monthly | 5,357.76  | 5,491.70  | 5,629.00  | 5,769.73  | 5,913.96  | 6,061.82  | 6,213.37  | 6,368.70  | 6,527.93  |
|       | Annual        | 64,293.17 | 65,900.34 | 67,547.96 | 69,236.74 | 70,967.53 | 72,741.89 | 74,560.38 | 76,424.44 | 78,335.19 |
| 63    | Hourly        | 31.683    | 32.475    | 33.288    | 34.119    | 34.973    | 35.847    | 36.742    | 37.661    | 38.603    |
|       | 40 Hr Monthly | 5,491.70  | 5,629.00  | 5,769.73  | 5,913.96  | 6,061.82  | 6,213.37  | 6,368.70  | 6,527.93  | 6,691.12  |
|       | Annual        | 65,900.34 | 67,547.96 | 69,236.74 | 70,967.53 | 72,741.89 | 74,560.38 | 76,424.44 | 78,335.19 | 80,293.48 |
| 64    | Hourly        | 32.475    | 33.288    | 34.119    | 34.973    | 35.847    | 36.742    | 37.661    | 38.603    | 39.568    |
|       | 40 Hr Monthly | 5,629.00  | 5,769.73  | 5,913.96  | 6,061.82  | 6,213.37  | 6,368.70  | 6,527.93  | 6,691.12  | 6,858.41  |
|       | Annual        | 67,547.96 | 69,236.74 | 70,967.53 | 72,741.89 | 74,560.38 | 76,424.44 | 78,335.19 | 80,293.48 | 82,300.88 |
| 65    | Hourly        | 33.288    | 34.119    | 34.973    | 35.847    | 36.742    | 37.661    | 38.603    | 39.568    | 40.557    |
|       | 40 Hr Monthly | 5,769.73  | 5,913.96  | 6,061.82  | 6,213.37  | 6,368.70  | 6,527.93  | 6,691.12  | 6,858.41  | 7,029.87  |
|       | Annual        | 69,236.74 | 70,967.53 | 72,741.89 | 74,560.38 | 76,424.44 | 78,335.19 | 80,293.48 | 82,300.88 | 84,358.38 |
| 66    | Hourly        | 34.119    | 34.973    | 35.847    | 36.742    | 37.661    | 38.603    | 39.568    | 40.557    | 41.571    |
|       | 40 Hr Monthly | 5,913.96  | 6,061.82  | 6,213.37  | 6,368.70  | 6,527.93  | 6,691.12  | 6,858.41  | 7,029.87  | 7,205.61  |
|       | Annual        | 70,967.53 | 72,741.89 | 74,560.38 | 76,424.44 | 78,335.19 | 80,293.48 | 82,300.88 | 84,358.38 | 86,467.26 |
| 67    | Hourly        | 34.973    | 35.847    | 36.742    | 37.661    | 38.603    | 39.568    | 40.557    | 41.571    | 42.610    |
|       | 40 Hr Monthly | 6,061.82  | 6,213.37  | 6,368.70  | 6,527.93  | 6,691.12  | 6,858.41  | 7,029.87  | 7,205.61  | 7,385.74  |
|       | Annual        | 72,741.89 | 74,560.38 | 76,424.44 | 78,335.19 | 80,293.48 | 82,300.88 | 84,358.38 | 86,467.26 | 88,628.94 |
| 68    | Hourly        | 35.847    | 36.742    | 37.661    | 38.603    | 39.568    | 40.557    | 41.571    | 42.610    | 43.675    |
|       | 40 Hr Monthly | 6,213.37  | 6,368.70  | 6,527.93  | 6,691.12  | 6,858.41  | 7,029.87  | 7,205.61  | 7,385.74  | 7,570.38  |
|       | Annual        | 74,560.38 | 76,424.44 | 78,335.19 | 80,293.48 | 82,300.88 | 84,358.38 | 86,467.26 | 88,628.94 | 90,844.54 |
| 69    | Hourly        | 36.742    | 37.661    | 38.603    | 39.568    | 40.557    | 41.571    | 42.610    | 43.675    | 44.768    |
|       | 40 Hr Monthly | 6,368.70  | 6,527.93  | 6,691.12  | 6,858.41  | 7,029.87  | 7,205.61  | 7,385.74  | 7,570.38  | 7,759.65  |
|       | Annual        | 76,424.44 | 78,335.19 | 80,293.48 | 82,300.88 | 84,358.38 | 86,467.26 | 88,628.94 | 90,844.54 | 93,115.78 |
| 70    | Hourly        | 37.661    | 38.603    | 39.568    | 40.557    | 41.571    | 42.610    | 43.675    | 44.768    | 45.887    |
|       | 40 Hr Monthly | 6,527.93  | 6,691.12  | 6,858.41  | 7,029.87  | 7,205.61  | 7,385.74  | 7,570.38  | 7,759.65  | 7,953.64  |
|       | Annual        | 78,335.19 | 80,293.48 | 82,300.88 | 84,358.38 | 86,467.26 | 88,628.94 | 90,844.54 | 93,115.78 | 95,443.65 |

\*Ranges 1-25 are excluded due to WA State Minimum Wage Law

2018=\$11.50/hour 2019=\$12.00/hour 2020=\$13.50

\*1619LC hired prior to 7/1/2018 will be paid an additional 5% in their respective range/step



## AGENDA ITEM SUMMARY

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

10  
8/9/22

**Department:** BOCC/Finance

**WORK SESSION** ☒ **Meeting Date:** 08/08/2022

**REGULAR AGENDA** ☒ **Meeting Date:** 08/16/2022

**Required Originals Approved and Attached?** ☒

Will Be Provided On:

### Item Summary:\*

- ☐ Call for Hearing
- ☐ Resolution
- ☐ Draft Ordinance

- ☐ Contract/Agreement/MOU\*\*
- ☐ Proclamation
- ☐ Final Ordinance

Contract #

☐ Budget Item

☒ Other: Notice of 2023 Preliminary Budget

Documents exempt from public disclosure attached: ☐

### Executive Summary:

To comply with state law and the Clallam County Charter, effective September 6, 2022, the Board of County Commissioners will have available in their office, a true copy of the Preliminary 2023 Clallam County Budget.

Approval requested to issue notice that the Preliminary 2023 Clallam County Budget will be presented on Tuesday, September 6, 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?** ☐

No budgetary impact at this time.

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

Approval to issue notice that the Preliminary 2023 Clallam County Budget will be presented on Tuesday, September 6, 2022.

**County Official signature & print name:** Debi Cook

A handwritten signature in blue ink, appearing to read "Debi Cook", written over a horizontal line.

**Name of Employee attending meeting:** Debi Cook

**Relevant Departments:** BOCC, Finance

**Date Submitted:** 08/03/2022

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

Agenda Item Summary Public Notice 2022 Preliminary Budget

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

Revised: 3-04-2019

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, in order to comply with state law and the County Home Rule Charter, effective September 6, 2022 the Board of Clallam County Commissioners will have available in their office, a true copy of the Preliminary 2023 Clallam County Budget. This document may be inspected during normal office hours (8 a.m. to 4:30 p.m.) on weekdays at the Clallam County Commissioners' Office, 223 East 4<sup>th</sup> Street, Room 150, Port Angeles or at [www.clallam.net](http://www.clallam.net).

Copies of the preliminary budget by line item may be requested through the Public Records Department at [www.clallam.net](http://www.clallam.net).

IN ADDITION, public meetings on the Preliminary 2023 Clallam County Budget will be held in conjunction with the Six-year Road Plan as follows:

|              |                                             |
|--------------|---------------------------------------------|
| September 14 | Red Lion Hotel, Port Angeles – 11:15 pm     |
| September 27 | Sunland Golf Club, Sequim – 11:45 a.m.      |
| September 28 | Blakeslee's Bar & Grill, Forks – 11:30 a.m. |

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

Dated this 16th day of August 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

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Mark Ozias, Chair

ATTEST:

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Loni Gores, Clerk of the Board

Publish: August 19, 2022 and August 26, 2022 – Peninsula Daily News  
August 24, 2022 – Sequim Gazette  
August 25, 2022 – Forks Forum

Bill: Commissioners' Office



## AGENDA ITEM SUMMARY

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

11  
8/9/22  
2e

**Department:** Sheriff

**WORK SESSION** ☒ **Meeting Date:** 08/08/22

**REGULAR AGENDA** ☒ **Meeting Date:** 08/09/22

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

**Item summary:**

- |                                                |                                                              |
|------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing      | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation                        |
| <input type="checkbox"/> Draft Ordinance       | <input type="checkbox"/> Final Ordinance                     |
|                                                | <input type="checkbox"/> Budget Item                         |
|                                                | <input type="checkbox"/> Other                               |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

The Sheriff's Office requests the Board of County Commissioners provide an emergency declaration related to Clallam County Sheriff's Office staffing shortages and the resulting negative impact on Courthouse Security.

The Sheriff's Office has been experiencing Corrections Deputy staff shortages that have recently reached critical levels. Of our 27.5 FTE Corrections Deputy positions, we currently have 8.5 vacancies (31%). Our Operations Division is experiencing similar low staffing levels.

To ensure the Sheriff's Office can continue our core community responsibility of operating a safe and secure jail, staff from ancillary rotational assignments (Transport, CREW supervisors, and Courthouse Security) have been reassigned to meet jail staffing requirements. While these temporary reassignments have negatively affected CREW projects and burdened the Operations Division with occasional inmate transportation assignments, they are challenges we can meet.

The primary impact of the staff shortages was the loss of essential security services to the Courthouse. This situation will not self-correct for several months; the entire profession has been challenged with a small applicant pool, and once hired, the additional delays in providing required training.

There have been two recent incidents where the Courtroom staff had requested a response and a deputy was not available. The Elections Department will also need additional security with the upcoming mid-term elections.

This Emergency Resolution will expedite and temporarily fill the Courthouse security gap by contracting with Norpoint Protective Services (NPS) through December 31, 2022. NPS will provide contracted security within the Courthouse, supervised by the Sheriff's Office.

\* 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)

It is the Sheriff's Office expectation that we can have staff hired and trained by the end of 2022, allowing the Corrections Deputies to resume providing security service to the courthouse. If we are unable to meet our hiring goals, this emergency declaration will provide us with adequate time to conduct the formal bidding, contracting and budgeting requirements necessary to continue contracted courthouse security services.

**Budgetary impact:**

For the Personal Services Agreement the contract amount is \$46,200 and a budget change form will be submitted to pay those costs from the Jail's budget.

**Recommended action:**

It is recommended that the Board pass and adopt the Emergency Resolution authorizing contract services to provide courthouse security.

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

**Name of Employee/Stakeholder attending meeting:** Don Wenzl, Chief Corrections Deputy

**Relevant Departments:** Sheriff's Office, County courtrooms and other offices within the courthouse

**Date submitted:** 08/03/22

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



RESOLUTION \_\_\_\_\_, 2022

EMERGENCY RESOLUTION AUTHORIZING  
CONTRACT SERVICES TO PROVIDE COURTHOUSE SECURITY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Clallam County Sheriff's Office has provided Courthouse security for over 10 years by assigning Correction Deputies on a two-year rotation.
2. The Clallam County Sheriff's Office is experiencing a critically low staffing level in the Correction Facility. On May 4, 2022, Chief Corrections Deputy Wenzl provided the courts a procedure for response to non-emergent issues in the courtrooms when a Correction Deputy is not assigned.
3. Since May 2022, the Corrections section has lost an additional four deputies. All ancillary positions (C.R.E.W., Transport, and Courthouse Security) have been reassigned to meet basic operations of the Correction Facility.
4. Starting the second week of August, Corrections will not have deputies available to provide essential courthouse security. This situation will not correct for several months. This profession has been challenged with a small applicant pool, and once hired, the additional delays in providing required training.
5. There have been two recent incidents where Courtroom staff requested a response and a deputy was not available. The Elections Department will also need additional security with the upcoming mid-term elections.
6. To provide courthouse security in the immediate future the County must hire a security services contractor as soon as possible to perform this function and utilizing a formal bid process for hiring a contractor will cause further delay in filling this essential need.
7. These above facts caused the Sheriff's Office to request this emergency declaration to expedite and temporarily fill the Courthouse security gap by electing to contract with Norpoint Protective Services (NPS) through December 31, 2022.
8. NPS will provide one (1) uniformed, properly trained, armed, and licensed security personnel at the Clallam County Courthouse, eight hours per day, Monday through Friday, except on County recognized holidays. NPS will charge an hourly rate of \$55.00 per hour.

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

1. Find that there is a critical need to expedite and temporarily fill the Courthouse security gap by electing to contract with Norpoint Protective Services (NPS) through December 31, 2022.

PASSED AND ADOPTED this \_\_\_\_ day of August 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, District 1

ATTEST:

\_\_\_\_\_  
Randy Johnson, District 2

\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

\_\_\_\_\_  
Bill Peach, District 3

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# MEMORANDUM

LONI GORES  
Clerk of the Board

August 5, 2022

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**TO: Board of Commissioners, Administrator Sill**

**RE: Agenda Modification(s)**

**FILE: A14.09.18**

- The following item has been postponed on the August 8, 2022 work session:

**SHERIFF'S OFFICE**

11 Emergency Resolution authorizing contract services to provide Courthouse security (2e)\*

- The following item has been postponed on the August 9, 2022 regular agenda:

**ADMINISTRATION**

2e Emergency Resolution authorizing contract services to provide Courthouse security

**CONTRACTS AND AGREEMENTS**

3b Agreement with Norpoint Protective Services to provide Courthouse security



## AGENDA ITEM SUMMARY

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

12  
8/8/22  
26

**Department:** Sheriff

**WORK SESSION** ☒ **Meeting Date:** 08/08/22

**REGULAR AGENDA** ☒ **Meeting Date:** 08/09/22

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

**Item summary:**

- |                                           |                                                                                       |
|-------------------------------------------|---------------------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # 815-22-02     |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance <input type="checkbox"/> Other               |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

Personal Services Agreement with Norpoint Protective Services to provide security personnel at the Clallam County courthouse through December 31, 2022 under the supervision of the Sheriff's Office.

This contract will fill the security needs of the courthouse during the anticipated time the Sheriff's Office Corrections Division is not adequately staffed to cover this function.

**Budgetary impact:** If a budget action is required, has it been submitted and a copy attached? ☒

A budget change form is submitted allocating \$46,200 to the Sheriff's Office Jail budget to cover the contract cost.

**Recommended action:**

It is recommended that the Board approve and sign the Personal Services Agreement with Norpoint.

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

**Name of Employee/Stakeholder attending meeting:** Don Wenzl, Chief Corrections Deputy

**Relevant Departments:** Sheriff's Office

**Date submitted:** 08/03/22

\* 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)



## 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: Norpoint Protective Services

Address: 1010 South C St  
Port Angeles, WA 98363

Phone N<sup>o</sup>: 1-877-667-7646

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C - General Conditions
- ☒ Attachment D - Special Terms and Conditions
- ☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 10th day of August 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 9th day of August 2022.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Norpoint Protective Services

\_\_\_\_\_  
Mark Ozias, Chair

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 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**

1. Norpoint Protective Services (NPS) will provide security services at the and for the Clallam County Courthouse located at 223 E 4th Street, Port Angeles, WA 98362.
2. NPS will provide properly trained, uniformed, and equipped licensed security personnel at the designated site, 8 hours a day, 5 days a week, Monday - Friday, except for County recognized holidays, from August 1st, 2022 until December 31st, 2022.
3. NPS will provide one (1) armed security officer per hour for the duration of the contract, unless otherwise requested, instructed, and contracted by CCSO to provide more security officers for this contract. NPS will also provide a roaming and on call armed security supervisor that will be on call for responses of any incident. NPS Security Supervisors may work any security shift without incorporating another supervisor, at any time, and will be left to the discretion of the contract manager, Steven Bentley.
4. NPS security officer will be posted inside the courthouse for monitoring of the courthouse, courtrooms, and be posted at the security office on the 3rd floor and roaming as instructed.
5. NPS will not under any circumstances, as a governmental agent, contractor, or at the request of a private entity, citizen, or any other, act in a manner that would violate any constitutional rights or freedoms available to an American citizen. Any requests will be immediately reported to an NPS supervisor and CCSO contract manager.
6. Due to the nature of the state of emergency, the emerging COVID19 pandemic, NPS reserves all rights to modification of how services are rendered and carried out, acting in the best interests of NPS personnel, CCSO, general public, county staff and employees, as conditions worsen or lessen, with input from the Contract Manager, while providing the required security coverage of the courthouse and grounds.
7. NPS will be supplied radios for communication to CC Courthouse staff. NPS will also be supplied a radio for communications to PENCOM, CCSO deputies, and other local LE and Fire agencies as needed in the event of an emergency. Radios will be stored on the chargers in the Courthouse security office when not in use during business hours.
8. NPS Security officers and supervisors will have access to necessary portions of the Clallam County courthouse, while on duty, and be provided the necessary credentials, physical keys, and digital access cards labeled "CC Court House Security" by the contract manager by start date.
9. NPS Security Officers will act at the request of CCSO deputies, Court Room Commissioners and Judges, in the capacity contracted and authorized to perform.
10. This contract may be extended for the calendar year of 2023 with a review of rates, services, and needs of CCSO. Review and contract writing will need to commence on December 5th and be completed by December 15th, 2022 for the 2023 calendar contract year.
11. All Invoices will be based on actual costs.

**BUDGET/FEE SCHEDULE**

August 01, 2022 – December 31, 2022

| SERVICE          | RATE             | DURATION                                                            | ANTICIPATED TOTALS |
|------------------|------------------|---------------------------------------------------------------------|--------------------|
| Security Officer | \$55.00 per hour | 8 hours per day (8:30 am to 4:30 pm)<br>Projected total of 105 days | \$46,200.00        |
| Security Officer | \$55.00 per hour | Additional Support                                                  |                    |
|                  |                  |                                                                     |                    |
| <b>TOTAL</b>     |                  |                                                                     | <b>\$46,200.00</b> |

**COMPENSATION**

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

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

**OR**

☒ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates: **See Budget Above.**

***Name/Position******Hourly Rate***

Security Officer

\$55.00

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

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

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

---

**2. AND**

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

**OR**

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

**OR**

☐ **c.** Other (specify):

**GENERAL CONDITIONS**

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

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

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

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

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

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits 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 **except as described in subsection (d) below.** 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.

"(d)The parties recognize that the transmission to or receipt by a person of the COVID-19 virus at the temporary Recovery Shelter may occur despite the best practices and procedures of both the County and its guests and employees and the Contractor and its employees, representatives or agents. Therefore, the County and the Contractor agree the obligation and duty of the Contractor to indemnify, hold harmless and defend the County shall not apply to illness, injury or harm arising from or proximately caused by the transmission or receipt of the COVID-19 virus to or from a County guest, employee or representative OR to and from any employee, representative or agent of the Contractor. Solely in the limited circumstances described in this section (d) the Contractor is also not obligated to perform the tasks listed in Sections 13(b) and (c) listed above. However, this exception to the universal obligation of the Contractor to hold the County harmless and indemnify and defend the County is the sole exception to this universal obligation.

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: Don Wenzl

Title: Chief Corrections Deputy

Address: 223 E 4<sup>th</sup> Street Port Angeles, WA 98362

Telephone: 360-417-2356

E-mail: ~~don.wenzl@clallamcountywa.us~~

Fax: 360-417-2499

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.

**SPECIAL TERMS AND CONDITIONS**

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



- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☒ Other (specify): Weekly

Progress reports shall include, at a minimum, the following: All incidents requiring NPS intervention and daily reports.

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

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



☒ COMMERCIAL GENERAL LIABILITY:

|                                |                            |
|--------------------------------|----------------------------|
| Bodily injury, including death | \$1,000,000 per occurrence |
|                                | \$2,000,000 aggregate      |
| Property damage                | \$1,000,000 per occurrence |
|                                | \$2,000,000 aggregate      |

☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail) \$2,000,000 per occurrence

☒ WORKERS COMPENSATION: Statutory amount

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

Bodily injury, liability, including death \$ per occurrence

\$ aggregate

Property damage liability \$ per occurrence

\$ aggregate

☒ BUSINESS AUTOMOBILE LIABILITY: \$1,000,000 per occurrence

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

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

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

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

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

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

☐ 4. Other (specify):.

# CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 08/03/2022

Budget Hearing/Meeting Date: 08/30/2022

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or revisions within departments
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

|                          |           |             |                |
|--------------------------|-----------|-------------|----------------|
| Budget Number xxxxx.xxx. | 00100.815 | Budget Name | Sheriff – Jail |
|--------------------------|-----------|-------------|----------------|

## REVENUE/SOURCE

| BUDGET NUMBER | DEPT NAME             | BARS NUMBER   | ACCOUNT DESCRIPTION | AMOUNT |
|---------------|-----------------------|---------------|---------------------|--------|
| 00100.293     | General Fund Reserves | 50800.00.0000 | Ending Fund Balance | 46,200 |
|               |                       |               |                     |        |
|               |                       |               |                     |        |
|               |                       |               |                     |        |
|               |                       |               |                     | 46,200 |

## EXPENDITURES

| BUDGET NUMBER | DEPT NAME      | BARS NUMBER   | ACCOUNT DESCRIPTION   | AMOUNT |
|---------------|----------------|---------------|-----------------------|--------|
| 00100.815     | Sheriff – Jail | 52360.41.0020 | Professional Services | 46,200 |
|               |                |               |                       |        |
|               |                |               |                       |        |
|               |                |               |                       |        |
|               |                |               |                       |        |
|               |                |               |                       |        |
|               |                |               |                       |        |
|               |                |               |                       |        |
|               |                |               |                       | 46,200 |

Revenue/Source and Expenditure totals must agree.

## REASON FOR BUDGET ACTION:

To fund the unanticipated cost of contracted courthouse security services through FY2022.

County Official Approval: \_\_\_\_\_

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



## AGENDA ITEM SUMMARY

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

13  
8/8/22

Department: Sheriff

WORK SESSION ☒ Meeting Date: 08/08/2022

REGULAR AGENDA ☒ Meeting Date: 08/16/2022

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

### Item summary:

- |                                           |                                                                                     |
|-------------------------------------------|-------------------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # 11068-22-01 |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation <input type="checkbox"/> Budget Item          |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance <input type="checkbox"/> Other             |

Documents exempt from public disclosure attached: ☐

### Executive summary:

The Sheriff's Office is awarded the FFY 2021 Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG) funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders. This funding amount of \$97,500 for the period 09/01/2021 – 03/31/2024 is shared among local and state agencies as follows:

Clallam County Sheriff's Office - \$54,943  
Port Angeles Police Department - \$25,923  
Sequim Police Department - \$9,364  
WA Dept of Fish & Wildlife - \$7,270

The funding is primarily used to fund operational overtime (\$77,064.60), with other funding for boat fuel, vehicle mileage, indirect costs, and Grant Coordinator salary/benefits.

**Budgetary impact:** If a budget action is required, has it been submitted and a copy attached? ☒

This grant award will not be utilized this calendar year. The expenditures and revenues associated with this award have been accounted for in the 2023 budget planning for the OPSG fund.

### Recommended action:

Agreement approval by the Board and signature by the Chair.

Authorize approval of future Amendments to the Agreement by the Administrator as allowed under County Policy 560.5(b). The Administrator's name and title is added to the State's Signature Authorization Form as an authorized person to sign contracts/contract amendments.

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

Name of Employee/Stakeholder attending meeting: Beth Waknitz and Alice Hoffman

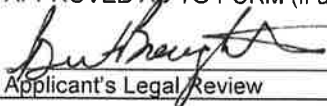
Relevant Departments: Sheriff's Office

Date submitted: 08/03/2022

- \* 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)

Agenda Item Summary  
Revised: 3-04-2019

**Washington State Military Department  
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                              |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Subrecipient Name and Address:<br><b>Clallam, County of<br/>Sheriff's Office<br/>223 East 4th Street, Suite 12<br/>Port Angeles, WA 98362-3000</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                              | 2. Grant Agreement Amount:<br><b>\$97,500</b>                                                                                                                                                                                                                                                                                                                                   | 3. Grant Agreement Number:<br><b>E23-049</b>                                                                                                                  |
| 4. Subrecipient Contact, phone/email:<br><b>Alice Hoffman, (360) 417-2257<br/>ahoffman@co.clallam.wa.us</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                              | 5. Grant Agreement Start Date:<br><b>September 1, 2021</b>                                                                                                                                                                                                                                                                                                                      | 6. Grant Agreement End Date:<br><b>March 31, 2024</b>                                                                                                         |
| 7. Department Contact, phone/email:<br><b>Deborah Henderson, 253-512-7470<br/>Deborah.henderson@mil.wa.gov</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                              | 8. Unique Entity Identifier (UEI):<br><b>JV6JJNELRBS5</b>                                                                                                                                                                                                                                                                                                                       | 9. UBI # (state revenue):<br><b>054-004-559</b>                                                                                                               |
| 10. Funding Authority:<br><b>Washington State Military Department (the Department) and the U.S. Department of Homeland Security (DHS)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                              |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                               |
| 11. Federal Funding Identification #:<br><b>EMW-2021-SS-00083-S01</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 12. Federal Award Date:<br><b>9/2/2021</b>                                   | 13. Assistance Listings # (formerly CFDA) # & Title:<br><b>97.067 - 21HSGP (OPSG)</b>                                                                                                                                                                                                                                                                                           |                                                                                                                                                               |
| 14. Total Federal Award Amount:<br><b>\$14,284,938.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 15. Program Index # & OBJ/SUB-OBJ:<br><b>713GA, 713GB, 713GF, 713GZ / NZ</b> |                                                                                                                                                                                                                                                                                                                                                                                 | 16. EIN<br><b>91-6001298</b>                                                                                                                                  |
| 17. Service Districts:<br><b>BY LEGISLATIVE DISTRICTS: 39, 40, 42<br/>BY CONGRESSIONAL DISTRICTS: 2</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                              | 18. Service Area by County(ies):<br><b>Clallam</b>                                                                                                                                                                                                                                                                                                                              | 19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO<br><input type="checkbox"/> YES, OMWBE # _____ |
| 20. Agreement Classification<br><input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't<br><input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                              | 21. Contract Type (check all that apply):<br><input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement<br><input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency                                                                                                           |                                                                                                                                                               |
| 22. Subrecipient Selection Process:<br><input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding<br><input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A<br><input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                              | 23. Subrecipient Type (check all that apply)<br><input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit<br><input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit<br><input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER |                                                                                                                                                               |
| 24. PURPOSE & DESCRIPTION:<br><p>The objective of the Federal Fiscal Year (FFY) 2021 Homeland Security Grant Program (21HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 21HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 21HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.</p> <p>The Department is the Recipient and Pass-through Entity of the 21HSGP DHS Award Letter for Grant No. EMW-2021-SS-00083-S01, which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.</p> |                                                                              |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                               |
| IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the 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), DHS Award Letter (Attachment C), Work Plan (Attachment D), Budget (Attachment E), Timeline (Attachment F), 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                              | 4. Special Terms and Conditions                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                               |
| 2. DHS/FEMA Award and program documents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                              | 5. General Terms and Conditions, and,                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                               |
| 3. Work Plan, Timeline, and Budget                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                              | 6. Other provisions of the Agreement incorporated by reference.                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                               |
| WHEREAS, the parties have executed this Agreement on the day and year last specified below.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                              |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                               |
| FOR THE DEPARTMENT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                              | FOR THE SUBRECIPIENT:                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                               |
| Signature _____ Date _____<br>Regan Anne Hesse, Chief Financial Officer<br>Washington State Military Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                              | Signature _____ Date _____<br>Mark Ozias, Chair<br>Clallam County BOCC                                                                                                                                                                                                                                                                                                          |                                                                                                                                                               |
| BOILERPLATE APPROVED TO FORM:<br>David B. Merchant, Assistant Attorney General (9/7/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                              | APPROVED AS TO FORM (if applicable):<br><br>Applicant's Legal Review                                                                                                                                                                                                                        |                                                                                                                                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                              | 7/29/2022<br>Date                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                               |

**SPECIAL TERMS AND CONDITIONS****ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

| SUBRECIPIENT |                                              | DEPARTMENT |                                     |
|--------------|----------------------------------------------|------------|-------------------------------------|
| Name         | <b>Alice Hoffman</b>                         | Name       | <b>Deborah Henderson</b>            |
| Title        | <b>Chief Civil Deputy</b>                    | Title      | <b>Program Coordinator</b>          |
| Email        | <b>alice.hoffman@clallamcountywa.gov</b>     | Email      | <b>deborah.henderson@mil.wa.gov</b> |
| Phone        | <b>360-417-2257</b>                          | Phone      | <b>253-512-7470</b>                 |
| Name         | <b>Elizabeth Waknitz</b>                     | Name       | <b>Zoie Choate</b>                  |
| Title        | <b>Administrative Specialist</b>             | Title      | <b>Program Manager</b>              |
| Email        | <b>elizabeth.waknitz@clallamcountywa.gov</b> | Email      | <b>zoie.choate@mil.wa.gov</b>       |
| Phone        | <b>360-417-2393</b>                          | Phone      | <b>253-512-7461</b>                 |
| Name         | <b>Ron Cameron</b>                           | Name       | <b>Courtney Bemus</b>               |
| Title        | <b>Undersheriff</b>                          | Title      | <b>Program Assistant</b>            |
| Email        | <b>ron.cameron@clallamcountywa.gov</b>       | Email      | <b>courtney.bemus@mil.wa.gov</b>    |
| Phone        | <b>360-417-2459</b>                          | Phone      | <b>253-512-7145</b>                 |

**ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS**

The Subrecipient shall 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 DHS/FEMA applicable to the 21HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of “*The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2021 Homeland Security Grant Program*” (hereafter “the NOFO”) document, the *FEMA Preparedness Grants Manual* document, Version 2, published February 2021 (hereafter “the Manual”), the *DHS Award Letter for Grant No. EMW-2021-SS-00083-S01*, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

**A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:**

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

**1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS**

- a. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 21HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
  - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 21HSGP funds, including, but not limited to, those contained in 2 CFR 200.
  - ii. The Subrecipient shall require its subrecipient(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 DHS/FEMA applicable to the 21HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO, the Manual, the *DHS Award Letter for Grant No. EMW-2021-SS-00083-S01* in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 21HSGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

## **2. BUDGET, REIMBURSEMENT, AND TIMELINE**

- a. Within the total Grant Agreement Amount, travel, subcontracts, 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 Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
- i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
    - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
    - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
  - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimus rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.
- 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 [Reimbursements@mil.wa.gov](mailto:Reimbursements@mil.wa.gov) no later than the due dates listed within the Timeline (Attachment F).
- Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). 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 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 forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward 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 F]) will prohibit the Subrecipient 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 Subrecipient is current with all reporting requirements contained in this Agreement.
- l. For SHSP and UASI Subrecipients, a written amendment will be required if the Subrecipient expects cumulative transfers among subproject totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. If a Subrecipient has only one subproject, cumulative transfers among solution areas within the subproject that exceed ten percent (10%) of the Grant Agreement Amount shall require an amendment to this Agreement.
- m. For OPSG Subrecipients, any deviations from the approved, direct budget categories will require additional federal approvals and a written amendment.
- n. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### **3. REPORTING**

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D-1, D-2, D-3), activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the *Department an Audit Certification/FFATA Form*. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- d. SHSP Subrecipients shall participate in the State's annual Stakeholder Preparedness Review (SPR), the State's Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
- e. UASI Subrecipients shall participate in the annual UASI SPR and THIRA process.

### **4. EQUIPMENT AND SUPPLY MANAGEMENT**

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

- 
- i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
  - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
  - iii. Inventory system records shall include:
    - A. Description of the property;
    - B. Manufacturer's serial number, model number, or other identification number;
    - C. Funding source for the property, including the Federal Award Identification Number (FAIN);
    - D. Assistance Listings Number (formerly CFDA number);
    - E. Who holds the title;
    - F. Acquisition date;
    - G. Cost of the property and the percentage of federal participation in the cost;
    - H. Location, use and condition of the property at the date the information was reported;
    - I. Disposition data including the date of disposal and sale price of the property.
  - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
  - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
  - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
  - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
  - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
    - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
    - B. For Equipment:

- 1) Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or ~~less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.~~
  - 2) Items with a current per-unit fair-market value in excess of five thousand dollars (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable categories for HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified on the AEL as allowable under HSGP, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
  - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018). Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per section 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- g. For OPSG Subrecipients, items budgeted as equipment in an approved Operations Order must follow all associated equipment regulations in the 2 CFR 200.313 and must be marked prominently with "Purchased with DHS funds for Operation Stonegarden Use" when practicable.
  - h. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

## 5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

## 6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions, Attachment B, A.10.
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

## 7. SUBRECIPIENT MONITORING

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- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
  - b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
  - c. Monitoring activities may include, but are not limited to:
    - i. Review of financial and performance reports;
    - ii. Monitoring and documenting the completion of Agreement deliverables;
    - iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;
    - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;
    - v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and
    - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
  - d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
  - e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

**8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

**9. NIMS COMPLIANCE**

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2021 federal preparedness funding, to include 21HSGP, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at [https://www.fema.gov/sites/default/files/2020-07/fema\\_nims\\_implementation-objectives-20180530.pdf](https://www.fema.gov/sites/default/files/2020-07/fema_nims_implementation-objectives-20180530.pdf).

**B. HSGP SPECIFIC REQUIREMENTS**

1. The Subrecipient must use HSGP funds only to perform tasks as described in the Work Plan (Attachments D-1, D-2, D-3), as approved by the Department, and in compliance with this Agreement.
  - a. SHSP-funded projects must assist state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
  - b. UASI-funded projects must assist high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
  - c. OPSG-funded projects must support enhanced cooperation and coordination among Customs and Border Protection, United States Border Patrol, and federal, state, local, tribal, and territorial law enforcement agencies to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. State, local, tribal, and territorial law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.
  - d. State agencies, including law enforcement, must comply with RCW 43.17.425 and may not use agency funds (including this grant), facilities, property, equipment, or personnel, to investigate, enforce, cooperate with, or assist in the investigation or enforcement of any federal registration or surveillance programs or any other laws, rules, or policies that target Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin, except as provided in RCW 43.17.425 (3).
2. The Budget (Attachment E) may include the following caps and thresholds:
  - a. If funds are allotted for Management and Administration (M&A), such expenditures must be related to administration of the grant. The maximum percentage of the Grant Agreement Amount that may be used for M&A costs when allocated under this Agreement shall not exceed five percent (5%) but may be less.
  - b. At least twenty-five percent (25%) of the combined HSGP award allocated under SHSP and UASI must be dedicated to law enforcement terrorism prevention activities (LETPA). To meet this requirement, the Subrecipient has agreed, at a minimum, to meet the LETPA percentage indicated in the Budget. If the Subrecipient anticipates spending less than the indicated amount, a budget amendment is required.
  - c. The maximum percentage of the Grant Agreement Amount that may be used for personnel expenses under this Agreement is identified in the Budget. If the Subrecipient anticipates spending more on personnel costs, an amendment is required. Additional approval steps may also be required before the personnel percentage can be increased.
3. If funding is allocated to a Fusion Center investment, the Subrecipient must ensure all Fusion Center analytical personnel demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. All training to ensure baseline proficiency in

intelligence analysis and production must be completed within six (6) months of hiring unless the analyst has previously served as an intelligence analyst for a minimum of two (2) years. Proof of satisfaction of this requirement must be accessible to the Department Key Personnel as applicable.

4. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior written approval from the Department Key Personnel prior to attending training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, [https://www.fema.gov/sites/default/files/2020-04/Training\\_Course\\_Review\\_and\\_Approval\\_IB\\_Final\\_7\\_19\\_18.pdf](https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf), the training must fall within the FEMA mission scope and be included in the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
5. For SHSP and UASI, Subrecipients are required to complete the annual Nationwide Cybersecurity Review (NCSR) <https://www.cisecurity.org/ms-isac/services/ncsr> to benchmark and measure progress of improvement in their cybersecurity posture.
6. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. However, except for an elevated National Terrorism Advisory System alert, **prior** written approval is required before SHSP and UASI funds may be used for operational overtime. Requests must be submitted to the Department Key Personnel in advance of the expenditure to ensure all additional approval steps can be met.
7. Subrecipients should document their preparedness priorities and use them to deploy a schedule of preparedness events in a multi-year Integrated Preparedness Plan (IPP). Subrecipients are encouraged to participate in the State's annual Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional IPPW. Information related to IPPs and Integrated Preparedness Planning Workshops (IPPWs) can be found on the HSEEP website at <https://www.fema.gov/HSEEP> and <https://preptoolkit.fema.gov/>.

#### **C. DHS TERMS AND CONDITIONS**

As a subrecipient of 21HSGP program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 21HSGP Award Letter and its incorporated documents for DHS Grant No. EMW-2021-SS-00083-S01, which are incorporated in and made a part of this Agreement as Attachment C.

**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Department of Homeland Security (DHS)/  
Federal Emergency Management Agency (FEMA)  
Grants**

**A.1 DEFINITIONS**

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **"Stakeholders Preparedness Report (SPR)"** The SPR is an annual three-step self-assessment of a community's capability levels based on the capability targets identified in the THIRA.
- f. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.93 for all other purposes.
- g. **"Threat and Hazard Identification and Risk Assessment (THIRA)"** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps during the SPR process.

**A.2 ADVANCE PAYMENTS PROHIBITED**

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

**A.3 AMENDMENTS AND MODIFICATIONS**

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

**A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.**

The Subrecipient 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.

**A.5 ASSURANCES**

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' "Debarred Vendor List" (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients 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, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

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In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

**A.9 CONFLICT OF INTEREST**

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

**A.10 CONTRACTING & PROCUREMENT**

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.317 General procurement standards through 200.327 Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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.
- 2) All contracts in excess of \$10,000 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.
- 3) 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*."
- 4) 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 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.

- 5) 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 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.
- 6) 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.
- 7) 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 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).
- 8) 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 government-wide 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.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part

247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
  - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
  - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
  - 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
  - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
  - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
  - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

#### A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient'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 the state Public Records Act, other law or court order.

#### A.12 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 resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

~~It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.~~

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA, is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. 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 both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

~~The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.~~

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, 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 Subrecipient of funds under this recapture provision shall occur within 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 and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

**A.29 SUBRECIPIENT NOT EMPLOYEE**

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's 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 Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

**A.30 TAXES, FEES AND LICENSES**

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

**A.31 TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope 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 Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may use the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**21HSGP Award Documents  
EMW-2021-SS-00083-S01**

**Award Letter**

U.S. Department of Homeland Security  
Washington, D.C. 20472



Bret Daugherty  
Washington Military Department  
Building 20  
Camp Murray, WA 98430 - 5122

Re: Grant No. EMW-2021-SS-00083

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2021 Homeland Security Grant Program has been approved in the amount of \$14,284,938.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2021 Homeland Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, consisting of a stylized 'C' followed by a horizontal line and a small dot.

CHRISTOPHER PATRICK LOGAN GPD Assistant Administrator

**Agreement Articles**

Wed Sep 01 00:00:00 GMT 2021

U.S. Department of Homeland Security  
Washington, D.C. 20472



**AGREEMENT ARTICLES**  
**Homeland Security Grant Program**

**GRANTEE:** Washington Military Department  
**PROGRAM:** Homeland Security Grant Program  
**AGREEMENT NUMBER:** EMW-2021-SS-00083-S01

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#### **Article I - Summary Description of Award**

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,428,138, Urban Area Security Initiative (UASI) funding in the amount of \$6,250,000 (Seattle Area, \$6,250,000), and Operation Stonegarden (OPSG) funding in the amount of \$1,606,800. The following counties shall receive OPSG subawards for the following amounts: Adams \$75,000; Clallam \$100,000; Ferry \$112,500; Island \$100,000; Jamestown S'Klallam Tribe \$80,000; Lower Elwha Tribe \$75,000; Makah Tribe \$75,000; Nooksack \$99,000; Okanogan \$100,000; Pend Oreille \$150,000; Quileute Tribe \$60,300; San Juan \$100,000; Spokane \$155,000; Stevens \$150,000; Swinomish Tribe \$75,000; Whatcom \$100,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

#### **Article II - Funding Hold: SHSP National Priorities**

FEMA has placed a funding hold on the following investments under the national priority areas, and \$353,303 of SHSP funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients, and the subrecipients are prohibited from obligating or expending SHSP funds, for the costs or activities identified below. The hold only applies to the amount of funds identified for each SHSP investment under the national priority areas below. To release this hold, additional information is required for the investments identified below which must be submitted in the December 2021 Biannual Strategy Implementation Report (BSIR).

Cybersecurity \$162,500

Kitsap, County of NP CS Project #2: Region 2 Cybersecurity Conference for Small Businesses and Non-Profits, \$32,500

King, County of NP CS Project #4: Region 6 Team Awareness Kit, \$50,000

King, County of NP CS Project #6: Region 6 Regional Cybersecurity Workshop and Training Resources, \$80,000

Emerging Threats, \$190,803

WA State Military Department NP ET Project #2: State Private Sector and Critical Infrastructure Program, \$70,803

Clark, County of NP ET Project #6: Region 4 Personal Protective Equipment, \$70,000

Clark, County of NP ET Project #12: Region 4 Target Hardening and Vulnerability Assessment, \$50,000

If you have questions about this funding hold or believe it was placed in error, please contact the DHS/FEMA Headquarters Preparedness Officer.

### **Article III - Operation Stonegarden Program Hold**

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (FRAGO) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

### **Article IV - Operation Stonegarden Program Performance Goal**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

### **Article V - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### **Article VI - Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

### **Article VII - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### **Article VIII - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **Article IX - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in

the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article X - National Environmental Policy Act**

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XI - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Article XII - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

#### **Article XIII - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **Article XIV - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **Article XV - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

#### **Article XVI - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

#### **Article XVII - Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

#### **Article XVIII - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the

award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

#### **Article XIX - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XX - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

#### **Article XXI - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **Article XXII - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **Article XXIII - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements

contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

#### **Article XXIV - Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and Privacy Template at [https://www.dhs.gov/sites/default/files/publications/privacy\\_pia\\_template\\_2017.pdf](https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf) as useful resources respectively.

#### **Article XXV - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **Article XXVI - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XXVII - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article XXVIII - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XXIX - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XXX - Homeland Security Grant Program Performance Goal**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

#### **Article XXXI - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XXXII - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **Article XXXIII - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

#### **Article XXXIV - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XXXV - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXXVII - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **Article XXXVIII - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

#### **Article XXXIX - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

#### **Article XL - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### **Article XLI - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

#### **Article XLII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

#### **Article XLIII - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **Article XLIV - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XLV - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XLVI - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

#### **Article XLVII - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

## Article XLVIII - Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

### BUDGET COST CATEGORIES

|                  |                 |
|------------------|-----------------|
| Personnel        | \$565,994.00    |
| Fringe Benefits  | \$210,405.00    |
| Travel           | \$17,768.00     |
| Equipment        | \$0.00          |
| Supplies         | \$24,080.00     |
| Contractual      | \$13,353,696.00 |
| Construction     | \$0.00          |
| Indirect Charges | \$112,995.00    |
| Other            | \$0.00          |

**Obligating Document for Award/Amendment**

|                                            |                         |                                |                            |                                                                       |
|--------------------------------------------|-------------------------|--------------------------------|----------------------------|-----------------------------------------------------------------------|
| 1a. AGREEMENT NO.<br>EMW-2021-SS-00083-S01 | 2. AMENDMENT NO.<br>*** | 3. RECIPIENT NO.<br>916001095G | 4. TYPE OF ACTION<br>AWARD | 5. CONTROL NO.<br>WX04670N2021T ,<br>WX04671N2021T ,<br>WX04674N2021T |
|--------------------------------------------|-------------------------|--------------------------------|----------------------------|-----------------------------------------------------------------------|

|                                                                                                                 |                                                                                                                                 |                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| 6. RECIPIENT NAME AND ADDRESS<br>Washington Military Department<br>Building 20<br>Camp Murray, WA, 98430 - 5122 | 7. ISSUING FEMA OFFICE AND ADDRESS<br>FEMA-GPD<br>400 C Street, SW, 3rd floor<br>Washington, DC 20472-3645<br>POC: 866-927-5646 | 8. PAYMENT OFFICE AND ADDRESS<br>FEMA Finance Center<br>430 Market Street<br>Winchester, VA 22603 |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|

|                                                   |                         |                                                                                                                                  |
|---------------------------------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| 9. NAME OF RECIPIENT PROJECT OFFICER<br>Gail Cram | PHONE NO.<br>2535127472 | 10. NAME OF FEMA PROJECT COORDINATOR<br>Central Scheduling and Information Desk<br>Phone: 800-368-6498<br>Email: Askcsid@dhs.gov |
|---------------------------------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------|

|                                                 |                               |                                                  |                                                                                                                                 |
|-------------------------------------------------|-------------------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 11. EFFECTIVE DATE OF THIS ACTION<br>09/01/2021 | 12. METHOD OF PAYMENT<br>PARS | 13. ASSISTANCE ARRANGEMENT<br>Cost Reimbursement | 14. PERFORMANCE PERIOD<br><br><b>From:</b> 09/01/2021<br><b>Budget Period</b> 09/01/2021<br><b>To:</b> 08/31/2024<br>08/31/2024 |
|-------------------------------------------------|-------------------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|

**1 5. DESCRIPTION OF ACTION**

a. (Indicate funding data for awards or financial changes)

| PROGRAM NAME<br>ACRONYM         | CFDA NO. | ACCOUNTING DATA<br>(ACCS CODE)<br>XXXX-XXX-XXXXXX-XXXXX-XXXXX-XXXXX-X | PRIOR TOTAL AWARD | AMOUNT AWARDED THIS ACTION<br>+ OR (-) | CURRENT TOTAL AWARD    | CUMULATIVE NON-FEDERAL COMMITMENT |
|---------------------------------|----------|-----------------------------------------------------------------------|-------------------|----------------------------------------|------------------------|-----------------------------------|
| Homeland Security Grant Program | 97.067   | 2021-FA-GG01-P410- 4101-D                                             | \$0.00            | \$6,428,138.00                         | \$6,428,138.00         | See Totals                        |
| Homeland Security Grant Program | 97.067   | 2021-FA-GH01-P410- 4101-D                                             | \$0.00            | \$6,250,000.00                         | \$6,250,000.00         | See Totals                        |
| Homeland Security Grant Program | 97.067   | 2021-FA-GG02-P410- 4101-D                                             | \$0.00            | \$1,606,800.00                         | \$1,606,800.00         | See Totals                        |
|                                 |          |                                                                       | <b>\$0.00</b>     | <b>\$14,284,938.00</b>                 | <b>\$14,284,938.00</b> | <b>\$0.00</b>                     |

b. To describe changes other than funding data or financial changes, attach schedule and check here.  
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)  
Gail Cram,

DATE  
Wed Sep 22 16:48:36 GMT  
2021

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE  
Thu Sep 02 14:12:56 GMT  
2021

A handwritten signature in black ink, appearing to read "Shenuaz Wong". The signature is fluid and cursive, with the first name "Shenuaz" being more prominent than the last name "Wong".

SHENAUZ SUBRINA WONG , Assistance Officer

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**WORK PLAN**

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**FFY21 Homeland Security Grant Program (HSGP)  
Operation Stonegarden (OPSG)**

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OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their own law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

Per the FY21 Preparedness Grants Manual, responsibilities of the Subrecipient include:

- Conduct operations on an as-needed basis throughout the length of the grant performance period;
- Integrate law enforcement partners from contiguous counties and towns into their tactical operations to expand the layer of security beyond existing areas;
- Ensure all required reports, including reports from friendly forces, are submitted to Border Patrol and the State Administrative Agency (SAA), when applicable, in the proper format and within established timeframes;
- Ensure applicable OPSG derived data and applicable intelligence is shared with the designated fusion center in the state or high-risk urban areas;
- Request instruction and information from the SAA, when applicable, and/or Border Patrol and other Federal law enforcement agencies regarding techniques, methods, and trends used by transnational criminal organizations in the area;
- Provide the SAA and Border Patrol a single point of contact that maintains subject-matter expertise in OPSG who can coordinate, collect, and report operational activities within the established reporting procedures; and
- Assist as required with the coordination, management, and operational aspects of the grant.

**BUDGET**

The Budget consists of the 21OPSG Operation Order Approval Letter and the Personnel Cap Waiver Approval Letter addressed to Adjutant General Daugherty on behalf of the Subrecipient.

| <b>Budget Categories</b>      | <b>Original</b>    |
|-------------------------------|--------------------|
| <b>Operational OT</b>         | \$61,210.03        |
| <b>Fringe</b>                 | \$15,855.16        |
| <b>Equipment</b>              | \$0.00             |
| <b>Fuel</b>                   | \$2,599.98         |
| <b>Maintenance</b>            | \$0.00             |
| <b>Mileage</b>                | \$9,399.43         |
| <b>Travel</b>                 | \$0.00             |
| <b>M&amp;A (Subrecipient)</b> | \$4,875.00         |
| <b>Indirect Costs</b>         | \$3,560.40         |
| <b>TOTAL</b>                  | <b>\$97,500.00</b> |

- Expenditures in excess of the approved Personnel Cap Waiver amount will not be reimbursed until a FRAGO and a revised waiver letter is received by FEMA.
- A current approved Indirect Cost Rate Agreement must be provided to the SAA prior to requesting reimbursement of indirect costs. If the approved Indirect Cost Rate Agreement is updated, the updated Agreement must be submitted to the SAA before costs will be reimbursed.
- OPSG funds shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local, state, tribal, and Federal law enforcement agencies.
- All budget modifications require an approved FRAGO before any funds can be obligated. In addition to the approved FRAGO, cumulative transfers between budget categories more than 10% of the Grant Agreement amount will not be reimbursed without prior written authorization from the Department which includes a budget amendment.



FEMA

June 9, 2022

Mr. Bret Daugherty  
Adjutant General  
Washington Military Department  
Militia Drive Building 1  
Camp Murray, Washington 98430-5122

Dear Adjutant General Daugherty:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines, policies, and special conditions associated with this program, the below referenced Operations Order is *conditionally approved with additional requirements* (see specific requirements below):

**Operations Order No:** 22-BLWBLW-10-009 V0

**Fiscal Year:** 2021

**Amount Approved:** \$100,000

**Operations Order Dates:** 9/1 2021 – 8/31 2024

**Recipient:** Clallam County, WA

Pending approval to utilize \$3,560.40 for indirect cost, Clallam County is *Conditionally Approved* to proceed with all other aspects of this Operation Order.

The following actions must be taken: Clallam County Sheriff's Office and Washington State Department of Fish & Wildlife must provide a copy of an approved and valid indirect cost rate agreement with the cognizant Federal agency with an effective period that has not expired to charge indirect costs and a copy of the approved renewal rate must be submitted.

**A subsequent approval letter will be issued for this Operations Order once the conditions stated above have been satisfactorily met.**

Expenditures from the Operations Order were reviewed and approved by FEMA and U.S. Customs and Border Protection Border Patrol (CBP). These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

At this time, this specific budget is authorized. Amounts under this approval are as follows:

| Category   | Amount      |
|------------|-------------|
| Overtime:  | \$61,210.03 |
| Fringe:    | \$15,855.16 |
| Equipment: | \$0         |

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|               |                     |
|---------------|---------------------|
| Fuel:         | \$2,599.98          |
| Maintenance:  | \$0                 |
| Mileage:      | \$9,399.43          |
| Travel:       | \$0                 |
| County M&A:   | \$4,875.00          |
| State M&A:    | \$2,500.00          |
| Indirect Cost | \$3,560.40          |
| <b>Total</b>  | <b>\$100,000.00</b> |

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 802-2755.

Sincerely,

Lindsey Tomes  
Preparedness Officer  
U.S. Department of Homeland Security  
Federal Emergency Management Agency  
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of \$100,000. This justification will be reviewed by CBP and FEMA.

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**FEMA**

10/4/2021

Bret Daugherty  
Adjutant General  
Washington Military Department  
MS: TA-20 Building 20  
Camp Murray, WA 98430-5122

Dear Adjutant General Daugherty:

The Federal Emergency Management Agency, Grant Programs Directorate has reviewed the request submitted by the Washington Military Department to waive the 50 percent Personnel Cap imposed by Section 2008 of the *Homeland Security Act of 2002*, Public Law 107-296, as amended (6 U.S.C. § 609) under the authority FEMA Information Bulletin No. 421b. The following counties/subrecipients have requested to expend up to 85% of their total FY 2021 Operation Stonegarden (OPSG) allocations, Award # EMW-2021-SS-00083, on operational overtime and related personnel costs:

| County/Subrecipient       | FY 2021 OPSG Allocation | 85% PCAP Maximum |
|---------------------------|-------------------------|------------------|
| Adams                     | \$75,000                | \$63,750         |
| Clallam                   | \$100,000               | \$85,000         |
| Ferry                     | \$112,500               | \$95,625         |
| Island                    | \$100,000               | \$85,000         |
| Jamestown S'Klallam Tribe | \$80,000                | \$68,000         |
| Lower Elwha Tribe         | \$75,000                | \$63,750         |
| Makah Tribe               | \$75,000                | \$63,750         |
| Nooksack                  | \$99,000                | \$84,150         |
| Okanogan                  | \$100,000               | \$85,000         |
| Pend Oreille              | \$150,000               | \$127,500        |
| Quileute Tribe            | \$60,300                | \$51,255         |
| San Juan                  | \$100,000               | \$85,000         |
| Spokane                   | \$155,000               | \$131,750        |
| Stevens                   | \$150,000               | \$127,500        |
| Swinomish Tribe           | \$75,000                | \$63,750         |
| Whatcom                   | \$100,000               | \$85,000         |

This request is consistent with the terms and conditions of the grant award and is necessary for the continued success of border security operations. This request is approved pursuant to the waiver authority provided by 6 U.S.C § 609(b)(2)(B). As a reminder, if any subrecipient's approved or initial revised budget exceed 85% in personnel costs, they are required to submit a waiver request as outlined in section III.C.3 of Information Bulletin No. 421b.

Please contact your Preparedness Officer, Lindsey Tomes, at [Lindsey.Tomes@fema.dhs.gov](mailto:Lindsey.Tomes@fema.dhs.gov) if you have any questions.

Sincerely,



Stacey N. Street  
Director  
Office of Grants Administration

Cc: Vincent Maykovich, Acting Regional Administrator, FEMA Region X  
Kerry L. Thomas, Director, Preparedness Grants Division  
Patrick Marcham, Grants Division Director, FEMA Region X  
Virginia Warren, Deputy Director, Preparedness Grants Division  
Alexander R. Mrazik, Jr., Branch Chief, Preparedness Grants Division  
Kimberley Marshall, Section Chief, Preparedness Grants Division  
Lindsey Tomes, Preparedness Officer, Preparedness Grants Division

## Clallam County Sheriff's Office 21OPSG Timeline

| Date                  | Task                                                                                                                                                                                                                     |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| September 1, 2021     | Grant Agreement Start Date                                                                                                                                                                                               |
| June 9, 2022          | Operations Order approved by FEMA                                                                                                                                                                                        |
| April 1, 2023         | Estimated date work will begin                                                                                                                                                                                           |
| NLT July 31, 2023     | Submit Reimbursement Request                                                                                                                                                                                             |
| NLT October 31, 2023  | Submit Reimbursement Request                                                                                                                                                                                             |
| NLT January 31, 2024  | Submit Reimbursement Request                                                                                                                                                                                             |
| NLT February 24, 2024 | In collaboration with U.S. Border Patrol, assess status of award. Determine if additional time is needed to complete operations and/or if there is a need to submit a FRAG Order changing the approved Operations Order. |
| March 31, 2024        | Grant Agreement End Date. All work ceases.                                                                                                                                                                               |
| NLT May 15, 2024      | Submit Final Reimbursement Request and Closeout Report. Reports are due before final invoice will be reimbursed.                                                                                                         |

***Grant Performance Period: September 1, 2021 - August 31, 2024***

**Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form**

|                                                                   |                                                      |                                                        |                                                         |
|-------------------------------------------------------------------|------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------------|
| NAME<br>Clallam County Sheriff's Office                           |                                                      | Doing business as (DBA)<br>Same                        |                                                         |
| ADDRESS<br>223 E 4th Street, suite 12<br>Port Angeles, WA 98362   | Applicable Procurement<br>or Solicitation #, if any: | WA Uniform Business<br>Identifier (UBI)<br>054-004-559 | Federal Employer Tax<br>Identification #:<br>91-6001298 |
| This certification is submitted as part of a request to contract. |                                                      |                                                        |                                                         |

**Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Title: Mark Ozias, Chair of the Board of Commissioners

# SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT  
Camp Murray, Washington 98430-5122

*Please read instructions on reverse side before completing this form.*

|                                                                                              |                            |
|----------------------------------------------------------------------------------------------|----------------------------|
| NAME OF ORGANIZATION<br>Clallam County Sheriff's Office                                      | DATE SUBMITTED             |
| PROJECT DESCRIPTION<br>FFY 2021 Homeland Security Grant Program (Operation Stonegarden OPSG) | CONTRACT NUMBER<br>E23-049 |

|                          |                    |                      |
|--------------------------|--------------------|----------------------|
| 1. AUTHORIZING AUTHORITY |                    |                      |
| SIGNATURE                | PRINT OR TYPE NAME | TITLE/TERM OF OFFICE |
|                          | Mark Ozias         | Chair of the Board   |
|                          |                    |                      |
|                          |                    |                      |

|                                                     |                    |                      |
|-----------------------------------------------------|--------------------|----------------------|
| 2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS |                    |                      |
| SIGNATURE                                           | PRINT OR TYPE NAME | TITLE                |
|                                                     | Mark Ozias         | Chair of the Board   |
|                                                     | Rich Sill          | County Administrator |
|                                                     |                    |                      |

|                                                  |                    |                   |
|--------------------------------------------------|--------------------|-------------------|
| 3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT |                    |                   |
| SIGNATURE                                        | PRINT OR TYPE NAME | TITLE             |
|                                                  | Elizabeth Waknitz  | Grant Coordinator |
|                                                  | Jackie Koon        | Accountant        |

14  
8/8/22



# AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ Meeting Date: 08/08/22

REGULAR AGENDA ☒ Meeting Date: 08/16/22

Required originals approved and attached? ☐

Will be provided on: Documents are posted on CCEM page for official and public review

## Item summary:

- |                                           |                                                                                                     |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract #                                        |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation <input type="checkbox"/> Budget Item                          |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance <input checked="" type="checkbox"/> Letter of Promulgation |

Documents exempt from public disclosure attached: ☐

## Executive summary:

This is the submission for the promulgation of Clallam County's new Comprehensive Emergency Management Plan (CEMP) and associated Emergency Support Functions (ESF). This replaces Clallam County's previous CEMP that is now expired. The complete plan and ESF's are available for review by County officials and members of the public on the Clallam.net Internet Access under the Emergency Management Department tab. [www.clallam.net/EmergencyManagement/2022DRAFTCEMP.html](http://www.clallam.net/EmergencyManagement/2022DRAFTCEMP.html)

## Budgetary impact:

None

## Recommended action:

The CEMP has been reviewed by the County Prosecutor's Office legal team. Action is for formal adoption by promulgation by the Board after work session.

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

Name of Employee/Stakeholder attending meeting: Ron Cameron, Undersheriff/Emergency Management Director

Relevant Departments: Sheriff's Office

Date submitted: 07/21/22

\* 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)

LETTER OF PROMULGATION

**CLALLAM COUNTY  
COMPREHENSIVE EMERGENCY MANAGEMENT PLAN  
2022 REVISION**

This Comprehensive Emergency Management Plan (CEMP) for Clallam County has been developed in adherence to the requirements of Chapter 38.52 Revised Code of Washington (RCW). The CEMP supports the National Response Framework Plan (NRFP) and the National Incident Management System (NIMS).

The CEMP provides whole community guidance for mitigation, preparedness, planning, response and recovery through collaborative efforts and actions such as preparedness events, trainings, exercises, and joint response efforts to natural and manmade disasters. Its organizational structure provides the framework for our stakeholders and response partners to work together collectively with Clallam County regarding authorities, coordination of resources, functions and the individual responsibilities of local, state, federal, volunteer, private and public sector organizations.

County department heads and elected officials are reminded to become familiar with the CEMP contents to be prepared to coordinate their respective resources during an emergent event and allow for the continuation of services during and following such a disaster. The CEMP is a dynamic document that is continually updated to meet changing needs and best practices learned through trainings, exercises, and real world events. As such, requests for changes or modifications should be directed to the Clallam County Emergency Management Unit Program Coordinators.

Signed this \_\_\_\_ day of \_\_\_\_\_ 2022

Approved as to form

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Dee Boughton, Deputy Prosecutor

\_\_\_\_\_  
Mark Ozias, District 1

\_\_\_\_\_  
Randy Johnson, District 2

\_\_\_\_\_  
Bill Peach, District 3