



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, July 24, 2023 – 9:00 a.m.

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

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

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

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

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

Administration ? 9 a.m.

1. [Calendar/Correspondence](#)
2. [Introduction of Olympic National Forest Representatives Susan Beall and Krystle Schnepf](#)
[Introduction](#) 
3. [Agreement renewal with Straitside Ranch for park maintenance and pasture land lease for Robin Hill Farm County Park](#)
[Agreement](#) 
4. [Agreement amendment 5 with Washington State Military Department for Operation Stonegarden \(2a\)*](#)
[Agreement amendment 5](#) 
5. [Agreement with Washington Military Department for Operation Stonegarden](#)
[Agreement](#) 
6. [Agreement amendment 1 with Department of Agriculture for Knotweed Control Grant](#)
[Agreement amendment 1](#) 
7. [Agreement with Department of Commerce for 2024 Victim/Witness Assistance Grant](#)
[Agreement](#) 

8. Agreement with San Juan County for detention holds and services

Agreement 

Public Works

9. Agreement amendment 1 with Department of Ecology regarding the Dungeness Off-Channel Reservoir Project

Agreement amendment 1 

Community Development

10. Notice to call for bids to be received no later than Tuesday, August 15 at 10 a.m. regarding Lower Dungeness River Levee Slope Repair Project (4a)*

notice to call for bids 

Board of Commissioners

11. Review of 2025 and 2026 timber Sales ? Department of Natural Resources ? 10 a.m.

Review 

12. Olympic Peninsula Tourism Master Plan update ? 10:30 a.m.

Update 

13. Recompete Task Force discussion

Discussion 

General Discussion/Items for Future Agendas

- A. Department of Natural Resources Quarterly Report Meeting (August 21 at 1 p.m.)
- B. Small Business Development Center update (August 28)
- C. Department of Transportation Highway 101 Project Discussion (September 25 at 9 a.m.)
- D. Joint Meeting with the Port of Port Angeles (October 23 at 11 a.m. at BOCC)
- E. Department of Natural Resources Quarterly Report Meeting (November 20 at 1 p.m.)
- F. Department of Transportation Highway 101 Project Discussion (December 11 at 9 a.m.)

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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AGENDA ITEM SUMMARY

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

JUL 24 2023

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 7-24-23 - 9 a.m.

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Olympic National Forest Representatives Susan Beall – Deputy Forest Supervisor and Krystle Schnepf – Executive Assistant will be providing a formal introduction to the Board of County Commissioners.

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?)
Formal introduction.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Olympic National Forest Representatives – Susan Beall and Krystle Schnepf

Relevant Departments: Board of Commissioners

Date submitted: 7-5-23

* 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)

JUL 24 2023



AGENDA ITEM SUMMARY

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

Department: Parks, Fair, & Facilities

WORK SESSION ☒ Meeting Date: July 24, 2023

REGULAR AGENDA ☒ Meeting Date: August 1, 2023

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

Item Summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # 10911.23.004 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other: |

Documents exempt from public disclosure are attached: ☐

Executive summary: Three-year lease renewal with Straitside Ranch to assist the County with park maintenance through natural vegetation management (grazing) and to provide Lessee with pasture land for the purpose of grazing cattle at Robin Hill Farm County Park
Budgetary impact: The renewal lease rate will be unchanged from the previous lease period.

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

Recommended action: Sign Three-year Lease Renewal

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting:

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

Date submitted: July 17, 2023

**MAINTENANCE AND USE AGREEMENT BY AND BETWEEN THE
PARKS, FAIR & FACILITIES DEPARTMENT
AND
STRAITSIDE RANCH**

THIS AGREEMENT made and entered into by and between the **Clallam County Parks, Fair, and Facilities Department** on behalf of the Clallam County Board of Commissioners, hereafter referred to as "**County**", and **STRAITSIDE RANCH**, hereinafter referred to as "**LESSEE**".

THE PURPOSE and objective of this agreement is to assist the County with park maintenance through natural vegetation management (grazing) and to provide Lessee with pasture land for the purpose of grazing cattle at Robin Hill Farm County Park.

WHEREAS, the following real property, owned by the County, is situated in Clallam County, Washington and located at: 636 Vautier Road, Sequim, WA 98382

Near the Southwest corner of the intersection of Vautier and Pinnell roads and is approximately 5 acres, a portion of Parcel# 04 30 1T 140000.

See Attachment "A", Partial Site Plan for the designated use area

WHEREAS, LESSEE has the need for the property to be used for agricultural purposes for pasturing animals and the County has a need to maintain irrigation system and keep pasture land grass mowed/grazed, thereby minimizing public expense; therefore this agreement is in the best interest of both parties.

THEREFORE, LESSEE agrees to maintain and operate the designated area of land in Robin Hill Farm County Park (as set forth in Attachment A, which is adopted and incorporated into this agreement by reference) under the following conditions:

1. **TERM**: The term of this agreement is three (3) years, commencing on the day of the final signature of the agreement by the County and LESSEE. Upon expiration of this term, this agreement may be renewed annually at the discretion of the County. LESSEE shall provide the County with a written notice of intent to renew the agreement at least thirty (30) days prior to the expiration of the current term. Any extension of the term shall be subject to the written approval of the County. The terms and conditions of the expiring agreement shall remain active for any extension until a new contract is executed or either party formally terminates the agreement.
2. **USE FEE**: LESSEE agrees to pay a use fee to the County to offset LESSEE's utility costs while using the park facilities. This use fee is **\$35.00 (Thirty Five Dollars and No Cents) per month** shall be paid by the 5th of the each month, or a one-time payment for 12 months of **\$420.00 (Four Hundred Twenty Dollars and No Cents)** is due by the 5th of January of each year.
3. **MODIFICATIONS / ASSIGNMENTS**: This agreement may be modified at any time upon the mutual written approval of both parties.

LESSEE shall not assign, delegate, or sublet its rights and/or duties under this agreement to any person, group, or organization without county's prior written authorization.

4. ALTERATION OR CONSTRUCTION: Any construction or alteration of the property or facilities by LESSEE shall be subject to the County's written approval prior to performing such work. Any construction or alteration shall be at LESSEE's own expense and shall not be reimbursed upon termination of this agreement.

Any fencing, signage, utilities, structures or other additions to be installed by LESSEE shall have prior written approval by the County in regards to the type, material, size, text, and location prior to installation. LESSEE shall be solely responsible for securing any permits that may be needed for such projects.

5. INSURANCE: At LESSEE's sole expense, LESSEE shall be required to have a Certificate of Liability Insurance in effect and shall not be canceled or otherwise terminated during the term of the agreement or any subsequent extension. The Certificate shall list Clallam County as an additional insured for liability claims during the full term of the agreement or any subsequent extension. The minimum coverage shall be \$500,000 (Five Hundred Thousand Dollars and No Cents) per occurrence and shall cover all Washington State Department of Labor and Industries insurance, taxes, and operational expenses for participants.

LESSEE shall deliver a new copy of the Certificate to the Clallam County Parks Office at the *beginning of each year*, and as applicable any time LESSEE's insurance company issues a new Certificate to LESSEE, during the term of this agreement and any extension.

6. ACCESS AND INSPECTION: The County reserves the right to enter the property at all reasonable times to ensure a safe, clean, and aesthetically pleasing environment under the agreement. Any deficiencies found shall be promptly remedied by LESSEE upon written notification from County.

7. PESTICIDES / EQUIPMENT: Limit pesticide use on site. Submit plan for approval by County Parks that states type of herbicide proposed; date, time, and location of application.

All LESSEE's equipment/tools used at other off-site locations shall be thoroughly cleaned before being used at the County Site. Organic materials brought in from off-site locations shall be weed-free. This is to minimize the transportation/importation of weeds from off-site locations to county property.

8. MONITOR AND NOTICE: Monitor existing irrigation water system and immediately notify County of any failures.

Notify the County whenever there is a maintenance issue that needs to be addressed. This includes, but is not limited to, vandalism, weather damage, etc. Notification may be done through the resident caretaker or the County's Facilities Maintenance Supervisor. (See Attachment "A" for contact information).

Monitor fences, gates, locks/chains, signage, and electrical fencing/perimeter fencing to ensure all are in good, safe, working order. Gates shall have locks/chains (provided by the County) so that they cannot be accessed by the public.

For purposes of this Agreement, project officers responsible for carrying out the day-to-day operations and the major provisions of this Agreement, including notice requirements are:

County Project Officer shall be:

Don Crawford, Director
Clallam County Parks, Fair & Facilities Dept.
223 East Fourth Street, Suite 7
Port Angeles, Washington 98362-3000
Phone: 360-797.8283
Fax: 360-417-2395
Email: Donald.Crawford@clallamcountywa.gov

Lessee Project Officer shall be:

Betty Johnson, dba Straitside Ranch
394 Olstead Road
Sequim, WA 98382
Phone: 360-683-6527
Email: straitside@q.com

9. COMPLIANCE WITH ALL APPLICABLE LAWS: LESSEE shall comply with applicable local, state, and federal laws. Violations of such local, state, and federal laws or ordinances of Clallam County may be considered as cause for termination of this agreement.

LESSEE shall abide by all park rules while in the park. This will include, but not be limited to, keeping all pets on a leash and secured at all times; cleanup of pet waste; no alcoholic beverages; no marijuana or illegal drugs are allowed.

10. MAINTENANCE: LESSEE shall maintain the premises as a clean and safe environment. The property shall be irrigated, and maintained in a professional manner to provide an aesthetically pleasing appearance to the Public.

All debris, equipment, and supplies shall be picked-up daily to keep the area looking orderly and accessible. All debris must be hauled off site and disposed of in a lawful manner and not stockpiled or kept on-site.

Water may be used from the irrigation system except during the months the system is shut down for winterization. LESSEE shall maintain and repair water pipes damaged due to general use or due to freezing.

Identify and verify locations of all tree plantings, water risers, water boxes, and other possible impediments prior to mowing, driving or digging within the leased area.

At the end of each pasturing season, LESSEE shall secure and prepare the site for winter which will include, but not be limited to: 1) removal of any equipment or other tools associated with this agreement that are not fixed in place, 2) picking up all tools and equipment and storing in appropriate location, 3) picking up all debris and refuse, 4) clean-up of total site so that no "attractive nuisance" exists.

LESSEE or its agents must be present on-site when materials are to be delivered by a third party. LESSEE agrees to coordinate with on-site caretaker or Parks Office (See Attachment "A" for contact information) for any such deliveries.

11. EQUIPMENT: LESSEE shall be responsible for obtaining, maintaining and securing all equipment and supplies necessary to maintain and operate the site in a safe, sanitary, and aesthetically pleasing manner. (Use of County owned equipment is NOT allowed, or, a part of this agreement).

12. EVENTS: The LESSEE will make the parcel in question accessible for public educational activities, including programs for youth and school groups.

All such activities will require acquiring, in advance, a Special Occasion Permit (SOP) for special events, classroom sessions, or seminars that involve members of the public or large groups to attend. An SOP may be obtained from the Parks Office upon request.

13. TRAFFIC AND PARKING: Upon entry and exit, site access gates off Vautier Road **shall be closed and remain closed**. Even for short visits, the gates shall be opened and closed immediately after entry or exit.

Parking of vehicles in front of gates is never allowed. Always maintain slow and safe driving practices and yield to pedestrians. This is a publicly accessed facility.

Keep vehicles on designated driving areas only.

Parking shall be in designated areas only. Parking is not permitted on lawn areas, county roads, county right-of-ways, or neighboring properties. For Site Plan for approved parking areas see Attachment "A".

14. HOLD HARMLESS: For and in consideration of being permitted to use the above-described facilities, to the fullest extent allowed by law, LESSEE agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the LESSEE'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.

15. ANTI-DISCRIMINATION: LESSEE shall not discriminate against any person because of race, color, creed, sex, or national origin by refusing to furnish said person any use, service, or privilege offered to or enjoyed by the general public.

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

17. DEFAULT: If LESSEE defaults in any of its obligations hereunder, the County may terminate this agreement. The County shall terminate this agreement by providing written notice to LESSEE identifying the default, and notifying LESSEE that failure to cure the default within thirty (30) days of mailing will result in termination of the agreement.

18. TERMINATION: LESSEE agrees to return the plot of land to its original state or better upon termination of agreement. The County will make the final decision as to what degree of "original state" is required.

RESPONSIBILITIES / ACKNOWLEDGEMENTS:

1. LAND: The County will provide land area for the purpose of pasturing cattle and maintaining the existing irrigation system. LESSEE agrees to limit all uses to those approved in this agreement only. Any additional programs must first be agreed upon in writing.

2. IRRIGATION: The County will provide irrigation water when available. The irrigation district shuts down the water supply September through April. The site water is shut down from approximately September 15 through April 15 of each year for winterization purposes. These dates are subject to change without prior notification by the irrigation district.

THE COUNTY AND LESSEE AGREE TO:

1. WAIVER: A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights. Such failure shall not constitute a waiver of any other rights under this agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original agreement.

2. SEVERABILITY: If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

3. DISPUTES: The parties agree that in the event of any dispute regarding this agreement, the laws of the State of Washington shall control. The parties further agree that in the event of any dispute arising from or related to the administration or performance of this agreement, the parties agree to first try to resolve the issue themselves. In the event either party reasonably believes the parties cannot resolve the dispute on their own, the parties agree to mediation; the parties agree to divide mediation costs equally between them. Mediation shall occur in Clallam County, Washington. If, after mediation the parties have not resolved the dispute, either party may elect to proceed in any court with jurisdiction located in Clallam County, Washington. Upon decision of the court, the prevailing party is entitled to reasonable attorneys' fees and costs associated with the court action.

4. AGREEMENT TERMINATION: Either party may terminate this agreement with thirty (30) days notice, in writing, to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement this ____ day of _____, 2020.

STRAITSIDE RANCH

BOARD OF CLALLAM COUNTY COMMISSIONERS

Betty Johnson, Owner

Mark Ozias, Chair

Approved as to Form Only:

Date: _____

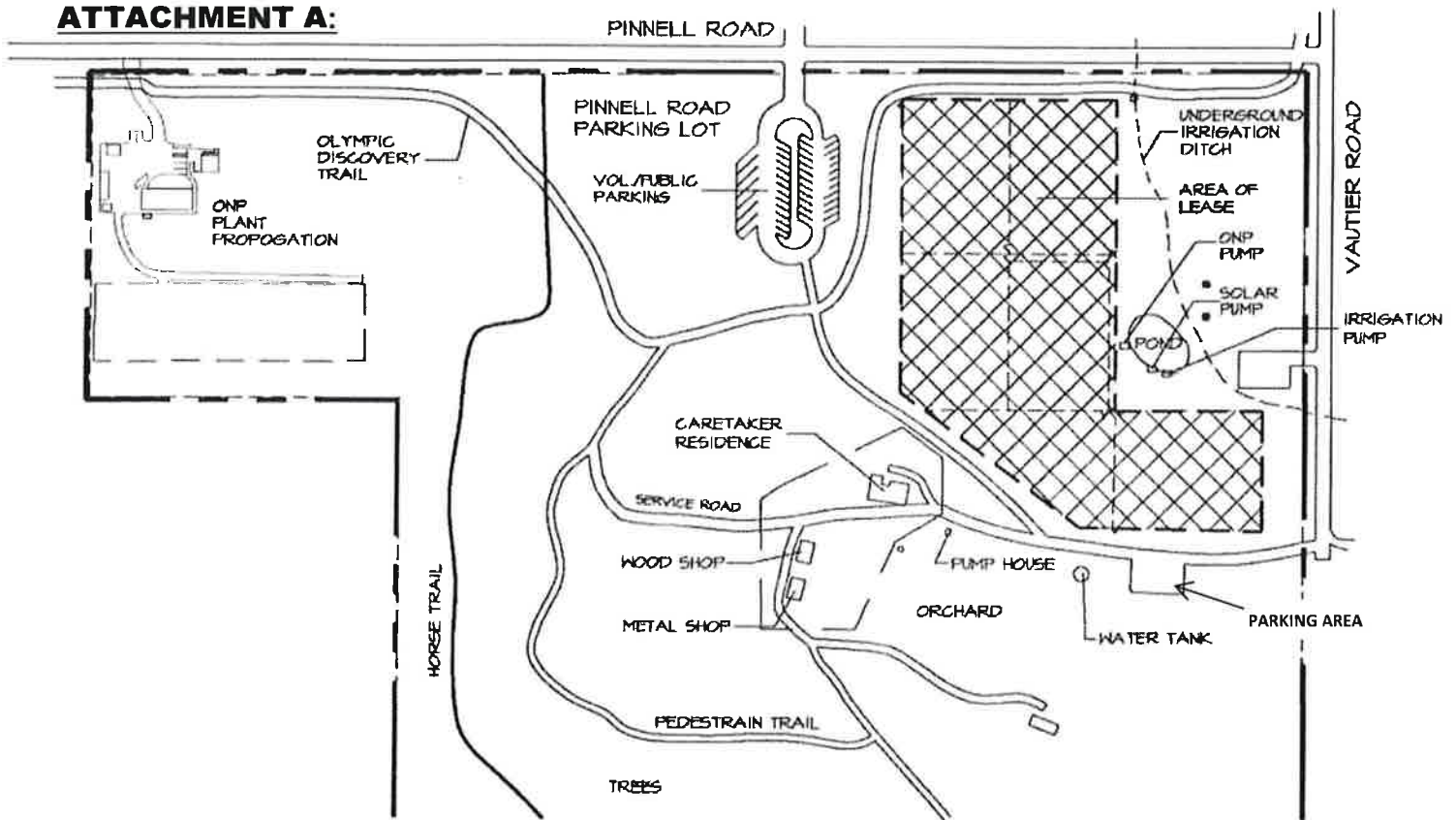


Dee Boughton, Chief Civil Deputy Prosecuting Attorney

Attest:

Alana Gores, Clerk of the Board

ATTACHMENT A:

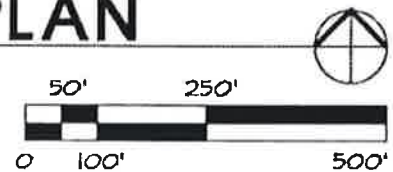


PARTIAL ENLARGED SITE PLAN

SCALE - NTS



APPROX. 5 ACRES



Additional County Contact Information:

Don Crawford, Director
PH: 360-417-2429 (office)
PH: 360-797-8283 (cell)
Email:
Donald.Crawford@clallamcountywa.gov

Rick McFarlen, Deputy Director
PH: 360-417-2302 (office)
PH: 360-460-2497 (cell)
Email: rick.mcfarlen@clallamcountywa.gov

David Tate, Robin Hill Farm Caretaker
PH: 360-670-9423 (home/cell)
Email: Dave.tate@clallamcountywa.gov

Parks Office
Melissa Earley, Administrative Operations
Coordinator
PH: 360-417-2291 (office)
Email: melissa.earley@clallamcountywa.gov



AGENDA ITEM SUMMARY

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

4
JUL 24 2023

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date:** 7/24/23

REGULAR AGENDA ☒ **Meeting Date:** 7/25/23

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11068-23-02 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: This is an amendment to our existing grant contract for Operation Stonegarden FY19. This amendment reallocates existing budgets to more fully expend them. The remaining funding includes portions for Sequim Police Department and the Sheriff's Office, to reimburse work already completed.

Budgetary impact: This grant funding is received on a reimbursement basis and has no local match.

Recommended action: Board approval

County Official signature & print name: Brian King, Sheriff

A handwritten signature in black ink, appearing to read "Brian King", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Beth Waknitz, Chief Civil Deputy

Relevant Departments: Sheriff's Office

Date submitted: 7/14/23

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

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

Washington State Military Department AMENDMENT

1. SUBRECIPIENT NAME/ADDRESS: Clallam, County of Sheriff's Office 223 East 4th Street, Suite 12 Port Angeles, WA 98362-3000		2. GRANT NUMBER: E21-054	3. AMENDMENT NUMBER: 5
4. SUBRECIPIENT CONTACT, PHONE/EMAIL: Elizabeth Waknitz, (360) 417-2393 ewaknitz@co.clallam.wa.us		5. DEPARTMENT CONTACT, PHONE/EMAIL: Deborah Henderson, (253) 512-7470 Deborah.henderson@mil.wa.gov	
6. EIN: N/A	7. ASSISTANCE LISTINGS # & TITLE: 97.067 – 19HSGP (OPSG)	8. FEDERAL AWARD ID # (FAIN): EMW-2019-SS-00044-S01	
9. FUNDING AUTHORITY: The Washington State Military Department (Department) and the US Department of Homeland Security (DHS)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: Funds are added to the award amount from the de-obligation of funds by another subrecipient through a Fragmentary Operations Order (FRAGO). The corresponding FEMA approval letter and Personnel Cap Waiver approval letter added to Attachment 2 supersede all prior FEMA approval letters. Additionally, funds are being realigned between budget categories to ensure the full expenditure of the award. Changes are noted in red font, strikethrough, and grey highlight.			
11. AMENDMENT TERMS AND CONDITIONS: - The Grant Agreement Amount of \$450,000.00 remains unchanged. Change the Subrecipient Contact, Phone/Email, as described on Page 2 of this Amendment. - The Grant Agreement end date of July 31, 2023 remains unchanged. Change Exhibit A, SPECIAL TERMS AND CONDITIONS, Article I-Key Personnel, as described on Page 2 of this Amendment Change Revision 1, Attachment 2, as described on Page 2 of this Amendment This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-Recipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:		Board of Clallam County Commissioners	
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department		Signature _____ Date _____ Mark Ozias, Chair Clallam County BOCC	
BOILERPLATE APPROVED AS TO FORM:		APPROVED AS TO FORM (if applicable):	
_____/Signature on file/_____ David B. Merchant, Assistant Attorney General 10/11/2021		 7/13/2023 Applicant's Legal Review Date	

Washington State Military Department

Amendments to Agreement E21-054

1. **Change Subrecipient Contact phone/email from Alice Hoffman to Elizabeth Waknitz.**
 - a. Agreement Face Sheet, Box 4. ~~Alice Hoffman, ahoffman@co.clallam.wa.us, 360-417-2257,~~
Elizabeth Waknitz, 360-417-2393, ewaknitz@co.clallam.wa.us.
2. **Change Exhibit A, Article I-Key Personnel.**
 - a. Attachment A, SPECIAL TERMS AND CONDITIONS, Article 1-Key Personnel, under SUBRECIPIENT:
 - i. Remove Alice Hoffman (see below)
 - b. Attachment A, SPECIAL TERMS AND CONDITIONS, Article 1-Key Personnel, under DEPARTMENT:
 - i. Replace Zoie Choate with Jacqueline Chang (see below).
 - ii. Replace Courtney Bemus with Grant Miller (see below)

SUBRECIPIENT		DEPARTMENT	
Name	Alice Hoffman	Name	Deborah Henderson
Title	Chief Civil Deputy	Title	Program Coordinator
E-Mail	ahoffman@co.clallam.wa.us	E-Mail	Deborah.henderson@mil.wa.gov
Phone	360-417-2257	Phone	253-512-7470
Name	Elizabeth Waknitz	Name	Zoie Choate Jacqueline Chang
Title	Grant Coordinator	Title	Program Manager
E-Mail	ewaknitz@co.clallam.wa.us	E-Mail	zoie.choae@mil.wa.gov jacqueline.chang@mil.wa.gov
Phone	360-417-2393	Phone	253-512-7461 253-224-6009
Name	Ron Cameron	Name	Courtney Bemus Grant Miller
Title	Undersheriff	Title	Program Assistant
E-Mail	rcameron@co.clallam.wa.us	E-Mail	courtney.bemus@mil.wa.gov grant.miller@mil.wa.gov
Phone	360-417-2570	Phone	253-316-6438 253-512-7061

3. **Change the Revision 1 Attachment 2.**
 - a. Revision 1, Attachment 2, with Revision 2, Attachment 2.
 - i. Revised budget E21-054-5
 - ii. Work Plan/Budget

**FFY19 Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)**

The OPSG Program provides funding to support joint efforts to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

Per the FY19 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 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; and
- 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.

Attachment 2 includes the Work Plan/Budget and Timeline.

The Work Plan/Budget consists of the 19OPSG Operation Order Approval Letter and the Personnel Cap Waiver Approval Letter addressed to Adjutant General Daugherty on behalf of the Subrecipient.

- Personnel expenditures will not exceed 50% of the agreement award unless a waiver has been approved by FEMA. Once a Personnel Cap Waiver Approval Letter is received, the Subrecipient will be held to the personnel amount indicated in the letter. Expenditures above the approved amount will not be reimbursed unless and only after a revised approval letter is received from 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.
- Cumulative transfers between budget categories in excess of 10% of the Grant Agreement amount will not be reimbursed without prior written authorization from the Department. All budget modifications must be validated by USBP concurrence and any applicable approvals.

Revision 2 Work Plan / Budget

U.S. Department of Homeland Security
Washington, DC 20472



FEMA

May 9, 2023

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

Dear Adjutant General Daugherty:

Based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order as submitted is approved:

Operations Order No: 20-BLWBLW-10-004 V1

Fiscal Year: 2019

Amount Approved: \$450,000.00

Operations Order Dates: 9/1/2019 – 8/31/2023

Recipient: Clallam County

Expenditures from the Operations Order (OPORD) that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) are outlined below. 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 Nation's borders. Please see below for all approved costs for this OPORD, and refer to the OPORD for specific items.

Category	Amount
Overtime:	\$272,232.90
Fringe:	\$64,279.03
Equipment:	\$63,962.39
Fuel:	\$8,710.31
Maintenance:	\$0
Mileage:	\$10,210.80
Travel:	\$0
County M&A:	\$14,937.50
State M&A:	\$11,250.00
Indirect Cost	\$4,417.07
Total	\$450,000.00

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 lindsey.tomes@fema.dhs.gov.

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE

Sincerely,



Dale P. Finney
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.

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE

Revised budget E21-054-5

The below table compiles and summarizes the Budget Category modifications that are outlined in the following Revised Work Plan/Budget.

Budget Category	Original	Modification	Amended Budget
Operational OT/Fringe	\$318,694.58	\$17,817.35	\$336,511.93
Equipment	\$70,184.05	(\$6,221.66)	\$63,962.39
Fuel	\$15,956.00	(\$7,245.69)	\$8,710.31
Maintenance	\$0.00	\$0.00	\$0.00
Mileage	\$4,210.80	\$6,000.00	\$10,210.80
Travel	\$350.00	(\$350.00)	\$0
M&A (County)	\$21,937.50	(\$7,000.00)	\$14,937.50
Indirect	\$7,417.07	(\$3,000.00)	\$4,417.07
SUBTOTAL	\$438,750.00	\$0.00	\$438,750.00
M&A (State)	\$11,250.00	\$0.00	\$11,250.00
TOTAL	\$450,000.00	\$0.00	\$450,000.00

U.S. Department of Homeland Security
Washington, DC 20472



FEMA

April 7, 2020

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

Dear Adjutant General Daugherty:

The Federal Emergency Management Agency (FEMA) has reviewed the request submitted by Washington Military Department (WMD) 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).

WMD is retaining 2.5 percent for M&A, \$64,532.03. The following counties have requested to expend up to 85 percent of their total FY 2019 Operation Stonegarden allocations, award number EMW-2019-SS-00044, on operational overtime and related personnel costs:

County	FY 2019 OPSG Allocation	85 % P-Cap Maximum
Clallam	\$438,750.00	\$372,937.50
The Confederated Tribes of the Colville Reservation	\$54,008.18	\$45,906.95
Ferry	\$121,875.00	\$103,593.75
Island	\$198,301.35	\$168,556.15
Jamestown S'Klallam Tribe	\$73,125.00	\$62,156.25
Makah Tribe	\$70,217.55	\$59,684.92
Nooksack Indian Tribe	\$102,630.45	\$87,235.88
Okanogan	\$238,875.00	\$203,043.75
Pend Oreille	\$146,476.20	\$124,504.77
Quileute Tribe	\$73,125.00	\$62,156.25
San Juan	\$156,731.25	\$133,221.56
Skagit *	\$41,184.00	\$35,006.40
Spokane	\$146,493.75	\$124,519.69
Stevens	\$165,750.00	\$140,887.50
Swinomish Indian Tribal Community	\$88,481.25	\$75,209.06
Whatcom	\$400,725.00	\$340,616.25

***Note – we acknowledge that Skagit County has withdrawn from the OPSG program and their funds will be reallocated to another subrecipient**

www.fema.gov

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 therefore 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 will exceed 85 percent in personnel costs, they are required to submit a waiver request as described in section III.C.3 of Information Bulletin 421b. Please contact your Preparedness Officer, George L. Mitchell, at george.mitchell@fema.dhs.gov if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bridget Bean", is positioned above the typed name.

Bridget Bean
Assistant Administrator
Grant Programs Directorate

CC: Mike O'Hare, Regional Administrator, Region X
Patrick Marcham, Grants Division Director, Region X

Clallam County Sheriff's Office 19OPSG Timeline

Date	Task
September 1, 2019	Grant Agreement Start Date
April 7, 2020	Operations Order approved by FEMA
January 1, 2021	Estimated date work will begin
NLT April 30, 2021	Submit Reimbursement Request
NLT July 31, 2021	Submit Reimbursement Request
NLT October 31, 2021	Submit Reimbursement Request
NLT January 31, 2022	Submit Reimbursement Request
NLT February 25, 2022	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.
NLT April 30, 2022	Submit Reimbursement Request
NLT July 31, 2022	Submit Reimbursement Request
NLT October 31, 2022	Submit Reimbursement Request
NLT January 31, 2023	Submit Reimbursement Request
NLT April 30, 2023	Submit Reimbursement Request
July 31, 2023	Grant Agreement End Date. All work ceases.
NLT September 14, 2023	Submit Final Reimbursement Request and Closeout Report. Reports are due before final invoice will be reimbursed.

Grant Performance Period: September 1, 2019 - August 31, 2023



AGENDA ITEM SUMMARY

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

5
JUL 24 2023

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date:** 7/24/23

REGULAR AGENDA ☒ **Meeting Date:** 8/1/23

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11068-23-01 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The Sheriff's Office has been a participant of the Operation Stonegarden grant program for many years, which is contracted through Washington State and coordinated by US Border Patrol. The purpose of the program is to enhance the security of our nation's international boundaries with funding for local law enforcement patrols and equipment. Our grant includes funding for Port Angeles Police Department, Sequim Police Department, our local division of Fish & Wildlife, as well as the Sheriff's Office.

Budgetary impact: This grant program provides funding on a reimbursement basis with no local match required.

Recommended action: Board approval of this contract

County Official signature & print name: Brian King, Sheriff

Handwritten signature of Brian King, Sheriff.

Name of Employee/Stakeholder attending meeting: Beth Waknitz, Chief Civil Deputy

Relevant Departments: Sheriff's Office

Date submitted: 7/14/23

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

Washington Military Department
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET

1. Subrecipient Name and Address: Clallam, County of Sheriff's Office 223 East 4th Street, Suite 12 Port Angeles, WA 98362-3000		2. Grant Agreement Amount: \$97,500		3. Grant Agreement Number: E23-240	
4. Subrecipient Contact, phone/email: Elizabeth Waknitz, 360-417-2393 Elizabeth.waknitz@clallamcountywa.gov		5. Grant Agreement Start Date: September 1, 2022		6. Grant Agreement End Date: March 31, 2025	
7. Department Contact, phone/email: Deborah Henderson, 253-512-7470 Deborah.henderson@mil.wa.gov		8. Unique Entity Identifier (UEI): JV6JJNELRBS5		9. UBI # (state revenue): 054-004-559	
10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMW-2022-SS-00056-S01		12. Federal Award Date: 09/02/2022		13. Assistance Listings # & Title: 97.067 - 22HSGP (OPSG)	
14. Total Federal Award Amount: \$13,905,347		15. Program Index # & OBJ/SUB-OBJ: 723GA, 723GB, 723GF, 723GZ / NZ			16. EIN 91-6001298
17. Service Districts: BY LEGISLATIVE DISTRICTS: 39, 40, 42 BY CONGRESSIONAL DISTRICTS: 2		18. Service Area by County(ies): Clallam		19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE # _____	
20. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other _____			21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency		
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO			23. Subrecipient Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER		
24. PURPOSE & DESCRIPTION: The objective of the Federal Fiscal Year (FFY) 2022 Homeland Security Grant Program (22HSGP) 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. 22HSGP 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. 22HSGP 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. The Department is the Recipient and Pass-through Entity of the 22HSGP DHS Award Letter for Grant No. EMW-2022-SS-00056-S01 ("Grant"), 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.					
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 (Attachments 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 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 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 _____ Regan Anne Hesse, Chief Financial Officer Washington Military Department			Signature _____ Date _____ Mark Ozias, Chair Board of Clallam County Commissioners		
BOILERPLATE APPROVED TO FORM: Dierk Meierbachtol 9/28/2022 Assistant Attorney General			APPROVED AS TO FORM (if applicable):  Signature _____ 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	Elizabeth Waknitz	Name	Deborah Henderson
Title	Chief Civil Deputy	Title	Program Coordinator
Email	elizabeth.waknitz@clallamcountywa.gov	Email	Deborah.henderson@mil.wa.gov
Phone	360-417-2393	Phone	253-512-7470
Name	Ron Cameron	Name	Jackie Chang
Title	Undersheriff	Title	Program Manager
Email	ron.cameron@clallamcountywa.gov	Email	jacqueline.chang@mil.wa.gov
Phone	360-417-2459	Phone	253-512-7134
Name	Judy Minnoch	Name	Grant Miller
Title	Accountant	Title	Program Assistant
Email	judy.minnoch@clallamcountywa.gov	Email	grant.miller@mil.wa.gov
Phone	360-417-2257	Phone	253-512-7061

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 22HSGP 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 2022 Homeland Security Grant Program*” (hereafter “the NOFO”) document, the *FEMA Preparedness Grants Manual* document, Version 3, published May 2022 (hereafter “the Manual”), the DHS Award Letter for the Grant, 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. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. 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 22HSGP 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 22HSGP 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 22HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO , the Manual, the DHS Award Letter for the Grant 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 22HSGP 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 minimis 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 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 reimbursement due dates, 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.

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) (Face Sheet, Box 11);
 - D. Assistance Listings Number (Face Sheet, Box 13);
 - 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 the 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 equipment categories for the grant program 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; the AEL 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 the grant program, 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, located at <https://www.cisa.gov/safecom/funding>, 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 subsections 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 should 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 must be 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

- 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 federal preparedness funding from the Department, the Subrecipient must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives located at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

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 thirty percent (30%) 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. 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, the training must fall within the FEMA mission scope and be in alignment with 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. 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. 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.
8. UASI Subrecipients shall participate in the annual UASI SPR and THIRA process
9. 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 22HSGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22HSGP Award Letter and its incorporated documents , which are incorporated in and made a part of this Agreement as Attachment C.

**Washington 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 200.1 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 31 U.S.C. 1352.

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.

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 200.318, 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 200.323, 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 200.317 through 200.327. 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 board 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 board 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 determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board 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

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

- a. Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory,

mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

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**

OR

Contracts.Office@mil.wa.gov

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 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 or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

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.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

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 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

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.

**22HSGP Award Letter
EMW-2022-SS-00056-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-2022-SS-00056

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Homeland Security Grant Program has been approved in the amount of \$13,905,347.00. 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)
- Obligor Document (attached to this Award Letter)
- FY 2022 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, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI 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 blue ink, appearing to read "P.S. Williams".

Pamela S. Williams
Assistant Administrator
Grant Programs Directorate

PAMELA SUSAN WILLIAMS

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-2022-SS-00056-S01

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Article I - Summary Description of Award

The purpose of the FY 2022 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 \$6,190,947, 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 \$1,464,400. The following counties shall receive OPSG subawards for the following amounts: Adams, \$75,000; Clallam, \$100,000; Ferry, \$112,500; Island, \$100,000; Lower Elwha Tribe, \$75,000; Makah Tribe, \$75,000; Nooksack, \$99,000; Okanogan, \$100,000; Pend Oreille, \$150,000; San Juan, \$100,000; Spokane, \$155,000; Stevens, \$150,000; Swinomish Tribe, \$72,900; 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 - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. 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 as instructed by the awarding agency.

II. 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.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their 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 IV - General 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.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access 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 or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool 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. 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 prior to expiration of the 30-day deadline.

Article V - 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 VI - Activities Conducted Abroad

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

Article VII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 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 VIII - 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. 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 IX - 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 and Privacy Template as useful resources respectively.

Article X - 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 XI - 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 XII - 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 XIII - 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 3002. 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 XIV - 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 XV - 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 XVI - 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 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII - 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 XVIII - 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 XIX - 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 XX - 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 XXI - 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.) 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 XXII - Hotel and Motel Fire Safety Act of 1990

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 Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV - 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 XXV - 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 XXVI - 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 XXVII - 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 XXVIII - 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 XXIX - 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 XXX - 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.

Article XXXI - 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 XXXII - 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 XXXIII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

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 XXXIV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

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 XXXV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXVI - 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 XXXVII - 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 XXXVIII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

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 XXXIX - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier 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 XL - 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), which amends 18 U.S.C. sections 175-175c.

Article XLI - 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 XLII - 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 XLIII - Environmental Planning and Historic Preservation (EHP) Review

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

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

Article XLIV - 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 XLV - 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 if you have any questions.

Article XLVI - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment 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. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVII - 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.

For purposes of non-construction projects, FEMA is 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.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

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 XLVIII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article XLIX - HSGP 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 Assessment (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 L - 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 LI - OPSG 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 Assessment (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.

BUDGET COST CATEGORIES

Personnel	\$552,103.00
Fringe Benefits	\$201,516.00
Travel	\$9,665.00
Equipment	\$0.00
Supplies	\$8,446.00
Contractual	\$13,028,663.00
Construction	\$0.00
Indirect Charges	\$104,954.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2022-SS-00056-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. N/A	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX04579N2022T , WX04583N2022T , WX04580N2022T
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603		
9. NAME OF RECIPIENT PROJECT OFFICER Gail Cram	PHONE NO. 2535127472	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 09/02/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2022 To: 08/31/2025 Budget Period 09/01/2022 08/31/2025	

1 5. DESCRIPTION OF ACTION

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

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2022-FA-GG01-P410- -4101-D	\$0.00	\$6,190,947.00	\$6,190,947.00	See Totals
Homeland Security Grant Program	97.067	2022-FA-GG02-P410- -4101-D	\$0.00	\$1,464,400.00	\$1,464,400.00	See Totals
Homeland Security Grant Program	97.067	2022-FA-GH01-P410- -4101-D	\$0.00	\$6,250,000.00	\$6,250,000.00	See Totals
			\$0.00	\$13,905,347.00	\$13,905,347.00	\$0.00

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,

DATESun Sep 18 01:22:54 GMT
2022**18. FEMA SIGNATORY OFFICIAL (Name and Title)****DATE**Fri Sep 02 19:56:50 GMT
2022



Pamela S. Williams
Assistant Administrator
Grant Programs Directorate

PAMELA SUSAN WILLIAMS,

WORK PLAN

**FFY22 Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)**

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 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

**FFY22 Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)**

The Budget consists of the 22OPSG Operation Order Approval Letter and the Personnel Cap Waiver Approval Letter addressed to Adjutant General Daugherty on behalf of the Subrecipient.

- 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

May 23, 2023

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

Dear Adjutant General Daugherty:

Based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order as submitted is approved:

Operations Order No: FY22 23-BLWBLW-11-002 V0

Fiscal Year: 2022

Amount Approved: \$100,000.00

Operations Order Dates: 9/1/2022 – 8/31/2025

Recipient: Clallam County

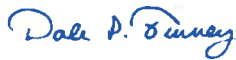
Expenditures from the Operations Order (OPORD) that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) are outlined below. These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nation's borders. Please see below for all approved costs for this OPORD, and refer to the OPORD for specific items.

Category	Amount
Overtime:	\$35,432.12
Fringe:	\$10,957.59
Equipment:	\$38,000.00
Fuel:	\$2,600.00
Maintenance:	\$0.00
Mileage:	\$2,400.00
Travel:	\$0
County M&A:	\$4,875.00
State M&A:	\$2,500.00
Indirect Cost:	\$3,235.29
Total	\$100,000.00

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 dale.finney@fema.dhs.gov.

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE

Sincerely,



Dale P. Finney
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

September 23, 2022

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

Dear Adjutant General Daugherty:

The Federal Emergency Management Agency, Grant Programs Directorate has reviewed the request submitted by the Washington State 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). The following counties/subrecipients have requested to expend up to 85% of their total fiscal year (FY) 2022 Operation Stonegarden (OPSG) allocations, Award # EMW-2022-SS-00056 on operational overtime and related personnel costs:

County/Subrecipient	FY 2022 OPSG Allocation	FY 2022 OPSG Allocation Minus State M&A	85% P-Cap Maximum
Adams County	\$75,000.00	\$73,125.00	\$62,156.25
Clallam County	\$100,000.00	\$97,500.00	\$82,875.00
Ferry County	\$112,500.00	\$109,687.50	\$93,234.38
Island County	\$100,000.00	\$97,500.00	\$82,875.00
Lower Elwha Tribe	\$75,000.00	\$73,125.00	\$62,156.25
Makah Tribe	\$75,000.00	\$73,125.00	\$62,156.25
Nooksack Tribe	\$99,000.00	\$96,525.00	\$82,046.25
Okanogan County	\$100,000.00	\$97,500.00	\$82,875.00
Pend Oreille County	\$150,000.00	\$146,250.00	\$124,312.50
San Juan County	\$100,000.00	\$97,500.00	\$82,875.00
Spokane County	\$155,000.00	\$151,125.00	\$128,456.25
Stevens County	\$150,000.00	\$146,250.00	\$124,312.50
Swinomish Tribe	\$72,900.00	\$71,077.50	\$60,415.88
Whatcom County	\$100,000.00	\$97,500.00	\$82,875.00

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 therefore 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 will exceed 85% in personnel costs, they are required to submit a waiver request as described in section III.C.3 of Information Bulletin #421b. Please contact your Preparedness Officer, Lindsey Tomes, at Lindsey.Tomes@fema.dhs.gov if you have any questions.

Sincerely,



Stacey N. Street
Director
Office of Grants Administration

Cc: Willie G. Nunn, Regional Administrator, Region X
Kerry L. Thomas, Director, Preparedness Grants Division
Patrick Marcham, Grants Division Director, Region X
Virginia Warren, Deputy Director, Preparedness Grants Division
Mark Silveira, Branch Chief, Preparedness Grants Division
Michael McGowan, Section Chief, Preparedness Grants Division
Lindsey Tomes, Preparedness Officer, Preparedness Grants Division

TIMELINE

**FFY22 Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)**

Clallam County Sheriff's Office

Date	Task
September 1, 2022	Grant Agreement Start Date
May 23, 2023	Operations Order approved by FEMA
December 1, 2022	Estimated date work will begin
April 30, 2023	Submit Reimbursement Request and Progress Report
July 31, 2023	Submit Reimbursement Request and Progress Report
October 31, 2023	Submit Reimbursement Request and Progress Report
January 31, 2024	Submit Reimbursement Request and Progress Report
April 30, 2024	Submit Reimbursement Request and Progress Report
July 31, 2024	Submit Reimbursement Request and Progress Report
October 31, 2024	Submit Reimbursement Request and Progress Report
January 31, 2025	Submit Reimbursement Request and Progress Report
February 24, 2025	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, 2025	Grant Agreement End Date. All work ceases.
May 15, 2025	Submit Final Reimbursement Request and Closeout Report. Reports are due before final invoice will be reimbursed.

Grant Performance Period: September 1, 2022 - August 31, 2025



6

JUL 24 2023

AGENDA ITEM SUMMARY

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

Department: Noxious Weeds

WORK SESSION ☒ Meeting Date: 7/24/2023

REGULAR AGENDA ☒ Meeting Date: 8/1/2023

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 13001-381-23-001 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

An amendment to increase funding under a current WSDA knotweed control grant. Pregrant application was approved in worksession on 4/17/23. Legal council has approved contracts.

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

Budget impacts have been included in 2024 draft budget

Recommended action:

Please approve.

County Official signature & print name:  Christina St John

Name of Employee/Stakeholder attending meeting: Christina St John

Relevant Departments: Noxious Weeds

Date submitted: 7/18/23

* 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_amendment approval_18 July 2023
Revised: 3-04-2019

Contract Number: K3539

**AMENDMENT NO. 1
CONTRACT NO. K3539
BETWEEN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
CLALLAM COUNTY
AND ITS AGENT
CLALLAM COUNTY NOXIOUS WEED CONTROL BOARD**

Contract number K3539, including any subsequent modifications thereto, between the Washington State Department of Agriculture and Clallam County and its agent Clallam County Noxious Weed Control Board, is hereby amended under the provisions of the *Agreement Alterations and Amendments* clause and by the mutual consent of all parties hereto, as follows:

- The end date of the "*Period of Performance*" is extended from June 30, 2023, to June 30, 2025, unless terminated sooner as provided by the original contract.
- Adds \$30,000 to the contract, available July 1, 2023, to June 30, 2025.
- All previously awarded funds (\$30,000) **do not carry over** and must be spent by June 30, 2023.
- Funds added by this Amendment will be used to continue Knotweed control activities as described in the "*Plan of Work*" during the period, July 1, 2023, to June 30, 2025.
- All "*Deliverables*" remain same as original contract with annual reports due December 1, 2023, and December 1, 2024.
- Funds available July 1, 2021, to June 30, 2023: \$30,000.00
- Funds available July 1, 2023, to June 30, 2025:

1. Salaries and benefits.....	\$25,000.00
2. Supplies, equipment, and travel.....	\$3,750.00
3. Indirect (cannot exceed 5% of salaries and benefits)	\$1,250.00
<u>Total funds available July 1, 2023, to June 30, 2025:</u>	<u>\$30,000.00</u>
Contract K3539 Total	\$60,000.00

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this amendment.

WASHINGTON STATE
DEPARTMENT OF AGRICULTURE

CLALLAM COUNTY
Board of Clallam County Commissioners

BY:

BY:

TITLE:

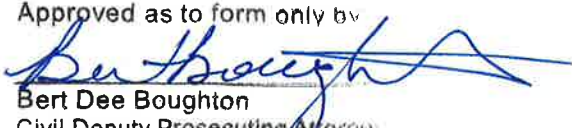
TITLE:

DATE:

DATE:

After July 1, 2023

Approved as to form only by


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

JUL 24 2023



AGENDA ITEM SUMMARY

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

Department: Prosecuting Attorney's Office

WORK SESSION ☒ Meeting Date: 07/24/2023

REGULAR AGENDA ☒ Meeting Date: 08/01/2023

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 117.23.002 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Signature requested on the grant agreement with the Office of Crime Victim Advocacy for funding provided through the Victim/Witness Assistance Grant Program. This grant will fund nearly 70% of the salary and benefits of one of our Victim Witness Coordinators and is an invaluable resource for our office. There are no match requirements and funds must be used to maintain and enhance the service our office provides to victims and witnesses of crimes.

****PLEASE NOTE FINAL SIGNATURE WILL BE FILED ELECTRONICALLY****

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?** ☐

Revenues and expenditures have already been factored into the 2023 budget, so no changes are expected.

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

Approve and sign the face sheet. Return to the Prosecuting Attorney's Office to my attention.

County Official signature & print name: Mark Nichols 

Name of Employee/Stakeholder attending meeting: Christi Wojnowski or Mark Nichols

Relevant Departments: Prosecuting Attorney's Office

Date submitted:

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

Agenda Item Summary - VW Grant
Revised: 3-04-2019



Interagency Agreement with

Clallam County Prosecuting Attorney's Office

through

Office of Crime Victims Advocacy
Community Services Division

Grant Number:
S24-31101-033

For

SFY 2024 Victim/Witness Assistance Grant

Dated: 07/01/2023



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Face Sheet

Grant Number: S24-31101-033

**Washington State Department of Commerce
Community Services Division
Office of Crime Victims Advocacy
SFY 2024 Victim/Witness Assistance Grant**

1. Grantee CLALLAM, COUNTY OF DBA PROSECUTING ATTORNEY PORT ANGELES, WA 98362		2. Grantee Doing Business As (as applicable) Clallam County Prosecuting Attorney's Office	
3. Grantee Representative Jillian Munger Victim Witness Coordinator jillian.munger@clallamcountywa.gov (360) 417-2587		4. COMMERCE Representative Lisa Lipsey Program Coordinator (564) 669-3830 lisa.lipsey@commerce.wa.gov PO Box 42525 98504-8304 1011 Plum Street SE Olympia WA 98501	
5. Grant Amount \$62,230.00	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date 07/01/2023	8. End Date 06/30/2024
9. Federal Funds (as applicable)		Federal Agency: <u>ALN</u>	
10. SWV # SWV0000200-12	11. UBI # 601639015	12. UEI # JV6JJNELRBS5	13. Indirect Rate (if applicable)
13. Grant Purpose To provide funding that strengthens Victim/Witness Assistance program activities.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment A – Scope of Work; Attachment B – Budget; Attachment C – Certification of Compliance with Federal Regulations; Attachment D – U.S. Department of Justice Certified Standard Assurances; and Grantee's Application for funding.			
FOR GRANTEE Mark Nichols <u>Prosecuting Attorney</u> Name, Title _____ Date _____ Signature		FOR COMMERCE _____ Cindy Guertin-Anderson, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Grantee enter into this Grant pursuant to the authority granted by Chapter 39.34 RCW.

2. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 C.F.R. 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) and COMMERCE may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE at least quarterly, but not more often than monthly.

The Grantee shall submit all requests for reimbursement via the Commerce Contracts Management System (CMS). If unable, please submit via email to your grant manager Lisa Lipsey.

If required, the attachments to the invoice request in the Commerce Contract Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

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

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

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide, which can be found at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.



Invoices and End of Fiscal Year

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

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

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

Duplication of Billed Costs

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

Disallowed Costs

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **\$62,230.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A - Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment B – Budget.

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Payment will be on a reimbursement basis only.

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current travel rates may be accessed at:

<https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

In performance of the services, requirements, and activities set forth herein, the Grantee shall comply with all applicable federal requirements of the Victims of Crime Act Rule

<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>.

5. COMPLYING WITH THE SAFE STREETS ACT

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

6. CONFERENCES, MEETINGS, AND TRAININGS

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.



Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the Office of Justice Programs (OJP) website at [DOJ Grants Financial Guide 2022 | III. Postaward Requirements | Office of Justice Programs \(ojp.gov\)](#).

Any training or training materials that the Grantee, or any Subgrantee at any tier, develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

7. DEBARMENT

- A. Grantee, defined as the primary participant and its principals, certifies by signing these Terms and Conditions that to the best of its knowledge and belief they:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier Grantee certifies, by signing this Grant 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.
2. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

8. EXAMINATION OF RECORDS

The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.



The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

9. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

10. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

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

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

11. GRANT MODIFICATION

Notwithstanding any provision of this Grant to the contrary, at any time during the grant period, COMMERCE may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this Grant to the contrary, at any time during the grant period, COMMERCE may analyze grant expenditures as a proportion of the grant budget. If COMMERCE determines, in its sole discretion, that the grant funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the Grant to reduce the balance of the grant budget. Funds de-obligated by COMMERCE as a result of a budget reduction may be made available to other grantees for the provision of eligible program activities.

12. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

13. NON-COMPLIANCE WITH NON-DISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

14. NON-SUPPLANTING

The Grantee agrees that Grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this Grant. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this Grant, recoupment of monies provided under this Grant, and civil and/or criminal penalties.



15. POTENTIAL FRAUD, WASTE, ABUSE AND SIMILAR MISCONDUCT

The Grantee agrees to promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subgrantee, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Divisions, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (800) 869-4499 (phone) or (202) 616-9881 (fax).

16. POTENTIAL IMPOSITION OF ADDITIONAL REQUIREMENTS

As applicable. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

DOJ monitors and evaluates risk for COMMERCE, and COMMERCE monitors and evaluates risk for Grantees. Grantee agrees to comply with any additional requirements that may be imposed if COMMERCE has designated the Grantee as "high risk" via risk assessment and monitoring procedures.

17. REPORTING

Grantees must collect and maintain data that measure the performance and effectiveness of work done under this grant.

If providing direct services or outreach, the Grantee shall submit data quarterly in the InfoNet data collection system, relative to the provision of SFY 2024 Victim/Witness Assistance Grant services. Report data will be due in InfoNet no later than the fifteenth day following the end of each quarter.

The Grantee shall submit non-personally identifying demographic, service and compliance data required by state funding sources in the InfoNet data collection system. The Grantee shall maintain documentation and records that support the data reported in InfoNet.

The Grantee shall establish and maintain written procedures for the security of InfoNet use at its site. Procedures shall include:

- Only authorized staff are provided access to the InfoNet data and files;
- Staff are informed of the need for security and confidentiality of data and files maintained in or available through the InfoNet system; and
- That the Grantee shall notify the Department Program Coordinator for this grant when an employee is no longer authorized to access the InfoNet system.

Additional narrative reports may be required. See the Application for Funding and/or Reporting Instructions provided for further details.

18. REQUIREMENT OF REMEDIES FOR NON-COMPLIANCE AND MATERIALLY FALSE STATEMENTS

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.



Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award.

The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

19. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, Grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

20. SPECIFIC APPROVAL REQUIRED IN PROCUREMENT EXCEEDING \$250,000

As applicable. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

21. SUBAWARDS ("SUBGRANTS") SPECIFIC FEDERAL AUTHORIZATION

As applicable. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



22. SUBGRANT AWARD REPORT (SAR)

The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.

Grantees submit this information to COMMERCE, who then submits this information to OVC.

23. SUBGRANTEE DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees and the portion of Grant funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

24. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of Compliance with Federal Regulations
- Attachment D – U.S. Department of Justice Certified Standard Assurances
- SFY 2024 Victim/Witness Assistance Grant Application for Funding as submitted and approved by COMMERCE



General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



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

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within twenty-four (24) hours of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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



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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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



15. SUBCONTRACTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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



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

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

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

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



Attachment A: Scope of Work

Clallam County Prosecuting Attorney's Office shall furnish goods and services necessary to accomplish the activities under the SFY 2024 Victim/Witness Assistance Grant funding during the grant period.

This Grant is not a benefit or entitlement to the Grantee. It is not to be used to acquire property or services for the government's direct benefit. The principle purpose of this Grant is to provide funding for Clallam County Prosecuting Attorney's Office to accomplish a public purpose.

Funding from this Grant must be used to support the services outlined and approved in the SFY 2024 Victim/Witness Assistance Grant funding application.

DATA REQUIREMENTS

1. Grantees will submit quarterly reports on SFY 2024 Victim/Witness Assistance Grant activities to their grant manager.
2. Report data will be due in InfoNet no later than **October 15, 2023; January 15, 2024, April 15, 2024, and with final invoice**. Additional narrative reports may be required. See the Application for Funding and/or Reporting Instructions provided for further details

DELIVERABLES

1. Services – As detailed above
2. Reports – As described in Special Terms and Conditions
3. Vouchers – Must be submitted at least quarterly

PERFORMANCE MEASURES

Provision of the deliverables listed above will be measured using the following performance measures:

1. 90% of required reports will be submitted on time
2. 100% of required audits will be completed on time



Attachment B: Budget

Budget	Victim Witness	Total
Salaries	\$43,875.00	\$43,875.00
Benefits	\$18,355.00	\$18,355.00
Total	\$62,230.00	\$62,230.00

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Food and Beverage Costs: The Grantee agrees Grant funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of training volunteers. Additional information may be found [DOJ Grants Financial Guide 2022 | III. Postaward Requirements | Office of Justice Programs \(ojp.gov\)](#)

No Grant funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. However, this does not apply to law enforcement agencies or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel may be accessed at <https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>.

Any purchase over \$5,000 must be pre-approved by COMMERCE.



Attachment C: Certification of Compliance with Federal Regulations

All OJP award recipients, and any subrecipient ("subgrantee") at any tier, must comply with the requirements below. In addition, the general terms and conditions applicable to all OJP grants and cooperative agreements are available at: "General Conditions" for OJP Awards in FY 2023 | Office of Justice Programs. These do not supersede any specific conditions in this award document.

1. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OJP website, including any updated version that may be posted during the period of performance. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

2. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

3. Employment Eligibility Verification for Hiring Under the Award

The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipients obligations under this condition are posted on the OVV website at <https://www.ojp.gov/funding/explore/legaloverview2022/mandatorytermsconditions#employment-eligibility-verification-for-hiring-under-the-award> (Award Condition: Employment eligibility verification for hiring under award), and are incorporated by reference here.

4. Determinations of Suitability to Interact with Participating Minors

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individuals' employment status. Details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

5. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38 and 28 C.F.R Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or



participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28- Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

6. General Appropriations – Law Restrictions on the use of Federal Funds

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.ojp.gov/funding/explore/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2021> (*General appropriations-law restrictions on use of federal funds*), and are incorporated by reference here.

7. Unreasonable Restrictions on Competition Under the Award; Association with Federal Government

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

8. Restrictions on "Lobbying" and Policy Development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

9. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712

10. Notification of Findings of Discrimination or Non-Compliance

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the recipient, or a program partner or participant receiving contract funds, the recipient will forward a copy of the finding



to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the Department of Commerce (COMMERCE).

The recipient, and any subrecipient ("subgrantee") at any tier, shall include a statement clearly stating whether or not the finding is related to any contract activity supported with a contract in which U.S. Department of Justice funds are involved, and identify all open contracts utilizing U.S. Department of Justice funding by contract number and program title.

11. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

12. FFATA reporting: Subawards and executive compensation

As applicable. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

COMMERCE submits FFATA information on behalf of all Grantees.

As the duly Authorized Representative of the Grantee, I hereby certify that the Grantee (and any subgrantees) will comply with the above regulations, as applicable

Clallam County Prosecuting Attorney's Office
Agency Name

Mark Nichols

Prosecuting Attorney

Name of Authorized Official

Title of Authorized Official


Signature of Authorized Official

7/14/2023

Date



Attachment D: U.S. Department of Justice Certified Standard Assurances

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

1. I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
2. I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
3. I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--
 - A. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - B. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - C. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
4. The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--
 - A. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
 - B. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20101); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b));
 - C. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
 - D. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
5. The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).



6. I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).
7. I assure that the Applicant will give the Department and the Government Accountability Office, through any Authorized Representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.
8. I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—
 - A. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - B. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
9. If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).
10. If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Clallam County Prosecuting Attorney's Office
Agency Name

Mark Nichols

Prosecuting Attorney

Name of Authorized Official

Title of Authorized Official

Mark Nichols

Signature of Authorized Official

7/14/2023

Date

EEOP CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: CLALLAM, COUNTY OF**Address:** DBA PROSECUTING ATTORNEY 223 E 4TH ST STE 3 PORT ANGELES, WA 98362**Is agency a** ☐ Direct or ☒ Sub recipient of OJP, OVW or COPS funding?**Law Enforcement Agency?** ☐ Yes ☐ No**UEI Number:** JV6JJNELRBS5**Vendor Number (only if direct recipient):** N/A**Name and Title of Contact Person:** Jillian Munger, Victim Witness Coordinator**Telephone Number:** (360) 417-2587**E-Mail Address:** jillian.munger@clallamcountywa.gov**Section A—Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply:

☐ Less than fifty employees☐ Indian tribe☐ Medical Institution☐ Nonprofit Organization☐ Educational Institution☐ Receiving an award less than \$25,000I, _____ [responsible official],
certify that _____ [recipient]

is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient]

will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient has fifty or more employees and is receiving a single award or, subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Tammy Sullenger [responsible official],
certify that Clallam County [recipient]

which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Clallam County [organization],223 E 4th Street, Port Angeles, WA 98362 [address]Tammy Sullenger, Senior RM Prof

Name and Title

Signature

7/18/2023

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official],
certify that _____ [recipient],

which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Name and Title

Signature

Date

Certification of Federal Award Requirements

Funding for this grant is comprised of Federal Victims of Crime Act (VOCA) funds. Applicants must meet the following conditions in order to receive grant funding:

1. Unique Entity Identifier (UEI) from SAM.gov system

This number is required to receive federal funds. According to the Department of Justice Grants Financial Guide, unless an exception applies, all applicants and recipients must have a unique entity identifier when applying for Federal awards and cooperative agreements (initial or supplemental awards) (2 C.F.R. Part 25 - Universal Identifier and System of Award Management).

In April of 2022 the federal government stopped using the DUNS number and switched to UEI's assigned via the SAM.gov system.

If your entity was already registered in SAM.gov, your UEI has already been assigned. This number is currently visible on your entity registration record.

Please note that SAM.gov registration is not required to obtain an UEI and OCVA is no longer requiring SAM.gov registration for our grantees.

To obtain a UEI (without full entity registration in SAM.gov), please visit the SAM.gov website.

- See Quick Start Guide for Getting Your Unique Entity ID (SAM)
- See SAM.gov | Home
- This is a free service

Agency's Unique Entity Identifier (UEI):	JV6JJNELRBS5
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2. Audit Requirements

Federal Grant Funds Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Subrecipient Handbook for more detail.

Applicant is certifying it will comply with this audit requirement.

3. Executive Compensation Data

In certain circumstances recipients of federal funds must report the names and total compensation of their five most highly compensated executives. Answer the following questions to determine if you have to submit this information.

In the agency's preceding fiscal year, did the organization

- a) receive 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:

Yes ☐ No ☒

- b) and \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:

Yes ☐ No ☒

Did you answer "yes" to both 4.a) and 4.b)?

Yes ☐ No ☒

If you answered "yes" to both questions please provide the names/compensation of the five (5) most highly compensated executives of the recipient of award funds:

1.
2.
3.
4.
5.

4. Internal Revenue Service (IRS) 501(c)(3) Determination Letter

VOCA funding requires that nonprofit organizations verify their nonprofit status by providing a copy of their Internal Revenue Service (IRS) 501(c)(3) determination letter. A nonprofit organization is as described in section 501 (c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under section 501(a) of that Code. See 42 U.S.C § 13925(b)(16)(B).

Unless submitted previously, nonprofit organizations applying for funding must submit a copy of Internal Revenue Service to OCVA with this application.

5. Computer Networks

The applicant understands and agrees that it cannot use VOCA Grant funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

6. Non-Supplanting Certification

The applicant understands and agrees that no VOCA Grant funds will be used to supplant existing state, local, or other non-federal funding already in place to support current services. VOCA Grant funds will be used to increase the total amount of funds used for crime victim assistance. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

7. ADA Requirement (FOR NON-TRIBAL GRANTEEES ONLY)

Does the location where services are primarily provided comply with ADA requirements for accessibility?

Yes ☒ No ☐

If no, provide information on how this is addressed:

--

By signing this document below, the applicant certifies that that agency is qualified to receive the funds.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant will comply with the above requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Commerce, Office of Crime Victims Advocacy will rely if a grant is issued.



Signature

7/14/2023

Date

Mark Nichols

Prosecuting Attorney

Name and Title of Authorized Representative

Civil Rights Certifications

The applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, requirements, and any conditions of the recipient's grant. If a grant is made, the grantee and subgrantees, if any, will be subject to statutory prohibitions on discrimination.

1. Discrimination on the Basis of National Origin – Limited English Proficient (LEP) Individuals

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, applicants must take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access to services and legal protections. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Assistance in understanding grant recipient's obligations under the law may be found in the Department of Justice's *Guidance to Federal Financial Assistance Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons* (LEP Guidance), which can be found at 67 Fed. Reg. 41455 (June 18, 2002). Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

2. Federal Non-Discrimination Requirements

The applicant will comply with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control Act and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
- the Victims of Crime Act (42 U.S.C. § 10604(e));
- the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
- the Civil Rights Act of 1964 (42 U.S.C. § 2000(d));
- the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34);
- the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86);
- the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures);
- Executive Order 13279 (equal protection of the law for-faith based and community organizations); and
- 28 C.F.R. Part 38 ((U.S. Department of Justice Regulations – Equal Treatment for Faith Based Organizations).

The applicant shall further comply with federal law prohibiting grant recipients from retaliating against individuals taking action or participating in action to secure rights protected by federal law.

3. Civil Rights Provision - Prohibition of Discrimination for Recipients of Federal Funds

The applicant assures compliance of all applicable nondiscrimination requirements of the Victims of Crime Act. No person in any state shall, on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or denied employment in connection with any program or activity receiving federal financial assistance, pursuant to the following statutes and regulations: Section 809(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d, and Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39; Title IX of the Education Amendments of 1972, as

amended, 20 U.S.C. 1681-1683; and the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, et seq.

4. Federal Civil Rights Training

Recipients of financial assistance from the Department of Justice, such as Victims of Crime Act (VOCA) funds, either awarded directly or through another recipient, must comply with the federal statutes and regulations that prohibit discrimination based on race, color, national origin, sex, religion, age, and disability in VOCA-funded programs or activities.

As part of its training efforts, the Office for Civil Rights at the Office of Justice Programs has developed an online civil rights training curriculum for recipients. This training, which consist of six segments and accompanying self-tests, is designed to provide recipients with an overview of applicable nondiscrimination laws and the general civil rights obligations that are tied to grants awarded by the Department of Justice. The OCR offers this online version of its training program to ensure that recipients who are unable to participate in an in-person training session can still receive valuable technical assistance.

All six Civil Rights training programs are available at <http://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>

The recipient must view the online training at least once every two years. By signing this certification, the applicant acknowledges the viewing of OJP Civil Rights Non-Discrimination training.

5. Notification of Findings of Discrimination or Non-Compliance

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex against the Grantee or a program partner or participant receiving grant funds, the Grantee will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the Department of Commerce (COMMERCE).

The Grantee shall include a statement clearly stating whether or not the finding is related to any grant activity supported with a grant in which U.S. Department of Justice funds are involved, and identify all open grants utilizing U.S. Department of Justice funding by grant number and program title.

6. Equal Employment Opportunity Program (EEOP)

The Grantee will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the Grantee is not required to formulate an EEOP, it will submit a certificate form to the Washington State Department of Commerce (COMMERCE) indicating that it is not required to develop an EEOP. If the Grantee is required to develop an EEOP but not required to submit the EEOP to the OCR, the Grantee will submit a certification to COMMERCE certifying that it has an EEOP on file which meets the applicable requirements. If the Grantee is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and COMMERCE. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to COMMERCE to claim the exemption. Information about civil rights obligations of Grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

7. Grantee Duty to Ensure Subcontractor Compliance

The Grantee is required to ensure compliance with these requirements by any program partner or participant receiving funding under this grant.

As the duly authorized representative of the grantee, I hereby certify that the Grantee will comply with the above Civil Rights requirements specified in this Certification

Mark Nichols 7/18/2023
Signature Date

Mark Nichols Prosecuting Attorney
Name and Title of Authorized Representative

Clallam County Prosecuting Attorney's Office
Name of Agency

Jillian Munger Victim Witness Coordinator
Name and Title of person who completed OJP Civil Rights Non-Discrimination Training (see #4)

June 7, 2022
Most recent date online training was completed

Recipients must view the online training at a minimum of every two years for the duration
VOCA funding is received.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. 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 proposal.

Mark Nichols

Prosecuting Attorney

Name and Title of Authorized Representative



Signature

7/14/2023

Date

Clallam County Prosecuting Attorney's Office

Name of Organization

DBA PROSECUTING ATTORNEY 223 E 4TH ST STE 3 PORT ANGELES, WA 98362

Address of Organization

Certification Regarding Lobbying

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

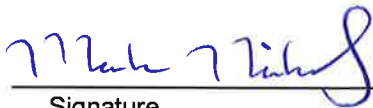
The undersigned certifies, to the best of their knowledge and belief, that;

- A. No 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 Federal agency, a Member of Congress, an officer or employee of Congress, or any 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.
- B. If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions. OCVA will provide this form, if needed.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Mark Nichols

Prosecuting Attorney

Name and Title of Authorized Representative



Signature

7/14/2023

Date

Clallam County Prosecuting Attorney's Office

Name of Organization

DBA PROSECUTING ATTORNEY 223 E 4TH ST STE 3 PORT ANGELES, WA 98362

Address of Organization

Certification of Suitability to Interact with Participating Minors

To assist OCVA in monitoring new grant requirements for federal funds, please complete this form to certify that your organization has completed the required background checks for all covered individuals that interact with any minor in the course of activities under your grant (employees paid by the grant, volunteers used as match under the grant, and volunteers supporting grant-covered activities).

Grantees are required to have documentation that the search was conducted, and this should be maintained in accordance with your document retention policies.

Grantee Name: Clallam County Prosecuting Attorney's Office

Grant Number: S24-31101-033

For full list of requirements, Click [Here](#) | [OCVA FAQ is here](#)

Background checks must include:

- Public sex offender and child abuse websites/registries
- Criminal history registries and similar repositories of criminal history records
- An eligible fingerprint search/background check has been completed

If the applicant determines that no minors will be served by staff being directly charged or staff/volunteers used as match for this federally funded grant, the search is not required.

Applicant hereby certifies that the recipient (and any subrecipients) have complied with the above regulations, as applicable.

Signature of Authorized Official



Name of Authorized Official

Mark Nichols

Date

7/14/2023

Request for Volunteer Requirement Waiver

Current VOCA program guidelines requires that grant recipients must use volunteers as a condition of receiving funds unless the state administrator determines there is a compelling reason to waive this requirement. A "compelling reason" may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.

If an applicant requests a waiver of the volunteer requirement, the section below must be completed providing a compelling reason why the use of volunteers is not feasible for the agency.

I am requesting a waiver for the use of volunteers for my VOCA project/program:

Yes ☒ No ☐

If you are requesting a volunteer waiver, provide detailed explanation for your request in the following section. Waivers may only be requested in the following situations:

1. In the case of statutory or contractual provisions that prohibits the use of volunteers. (Attach a copy of the applicable statute or contract.)
2. In the case of a lack of volunteers. If you list this as a reason for the waiver request, you must document the efforts made to recruit volunteers.

Our agency is requesting a waiver for the following reason/s:

The volunteer requirement would place an undue burden on our program due to:

- *Lack of staff time to screen, interview, and train volunteers.
- *Lack of staff time to supervise volunteers.
- *Limited volunteer opportunities within the Clallam County Prosecuting Attorney's Office due to:
 - *High caseloads,
 - *Limited staff time to guide and supervise volunteers,
 - *Costs due to on-line systems of cases that would require offices to secure a workspace and purchase a license and computer for volunteers.

Subgrant Award Report (SAR)

Complete the information below, this will be used by OCVA to complete the federal Subgrant Award Report (SAR) which collects basic information on subgrant recipients and program activities that will be implemented with VOCA plus match funds.

How to video is here: <https://vimeo.com/365156967>

1. Organization Name: **Clallam County Prosecuting Attorney's Office**
2. VOCA Crime Victim Assistance Funds Awarded in this grant: **\$ 62,230.00**
3. Sub-Grant Number (number assigned to your contract): **S24-31101-033**
4. Budget and Staffing

Indicate below the requested information based on the subrecipient's current fiscal year. Report the total budget available to the victim services program, by source of funding. Do not report the entire agency budget, unless the entire budget is devoted to victim services programs. For example, if VOCA funds are awarded to support a victim advocate unit in a prosecutor's office, only report the budget for the victim advocate unit.

Information Requested	Response	Explanation (as required)
A. Total budget for all victimization programs and services	\$ 209, 373.00	The amount reported is for the current fiscal year. Include the subaward amount for this contract/grant.
B. Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year	State funds: \$ 62,230.00 Local funds: \$ 130,726.00 Other federal funds: \$ 16,417.00 Other non-federal: \$	Identify by source the amount of funds allocated to the victimization programs/services budget of the subgrantee agency. DO NOT COUNT FUNDS IN MORE THAN ONE CATEGORY OTHER FEDERAL includes all federal funding except the subaward amount reported in Question 2.
C. Total <u>number of paid staff</u> for all subgrantee victimization program and/or services	Total Paid Staff: Enter Whole Number 2	Count each staff member once. Both full and part time staff should be counted as one staff member. DO NOT prorate based on FTE.
D. Number of <u>staff hours</u> funded through this VOCA award (plus match) for subgrantee's victimization programs and/or services	Number of Hours: 1404	Total COUNT of hours to work by all staff supporting the work of this VOCA subaward plus match.
E. Number of volunteer staff supporting the work of this VOCA award (plus match) for subgrantee's victimization programs and/or services	Volunteer Staff: Enter Whole Number 0	COUNT each volunteer staff once. DO NOT prorate based on FTE.
F. Number of volunteer hours supporting the work of this VOCA award (plus match) for subgrantee's victimization programs	Number of Hours: 0	Total count of hours to work by all volunteers supporting the work of this VOCA subaward plus match.



DocuSign Contract Review and Routing Form

Office of Crime Victims Advocacy

Reviewed by:	Title:	I verify that I have:	Date:
Lisa Lipsey	Grant Manager	Proofed documents	7/5/2023 1:03 PM PDT
Jodine Honeysett	Section Manager	Matched approved Obligation Summary Memo and Allocation Spreadsheet Reviewed entry and coding in CMS	7/5/2023 1:05 PM PDT
Rick Torrance	(Assistant) Managing Director	Correct template from IntraCOM has been used OR Documentation has been included with reason for exception	7/5/2023 2:42 PM PDT

Use if Grant Manager needs to verify Grantee submission before Assistant Director's signature			
Reviewed by:	Title:	I verify that I have:	Date:
	Grant Manager	Checked that Grantee has completed all required certifications and/or forms	

Certificate Of Completion

Envelope Id: FC2935A651954D50AA6F6AD7FCABC971

Status: Sent

Subject: Please DocuSign: OCVA SFY24 Victim Witness Assistant Grant - Clallam County PAO

Division:

Community Services and Housing

Program: OCVA

ContractNumber: S24-31101-033

DocumentType: Contract

Source Envelope:

Document Pages: 36

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kelly Tracy

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

kelly.tracy@commerce.wa.gov

IP Address: 147.55.149.168

Record Tracking

Status: Original

Holder: Kelly Tracy

Location: DocuSign

7/5/2023 9:44:37 AM

kelly.tracy@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events**Signature****Timestamp**

Lisa Lipsey

Completed

Sent: 7/5/2023 9:47:53 AM

lisa.lipsey@commerce.wa.gov

Viewed: 7/5/2023 1:02:32 PM

Washington State Department of Commerce

Using IP Address: 147.55.149.201

Signed: 7/5/2023 1:03:20 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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Jodine Honeysett

Completed

Sent: 7/5/2023 1:03:22 PM

jodine.honeysett@commerce.wa.gov

Viewed: 7/5/2023 1:04:17 PM

Security Level: Email, Account Authentication (None)

Using IP Address: 147.55.134.87

Signed: 7/5/2023 1:05:31 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rick Torrance

Completed

Sent: 7/5/2023 1:05:33 PM

richard.torrance@commerce.wa.gov

Viewed: 7/5/2023 2:42:42 PM

Washington State Department of Commerce

Using IP Address: 147.55.149.190

Signed: 7/5/2023 2:42:44 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mark Nichols

Sent: 7/5/2023 2:42:46 PM

mark.nichols@clallamcountywa.gov

Viewed: 7/10/2023 1:30:35 PM

Prosecuting Attorney

Clallam County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 7/10/2023 1:30:35 PM

ID: daffdaf3-6a47-4cce-a121-ef69ddb90af4

Signer Events	Signature	Timestamp
Lisa Lipsey lisa.lipsey@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Cindy Guertin-Anderson cindy.guertin-anderson@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/5/2023 9:47:53 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



AGENDA ITEM SUMMARY

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

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date: 07/24/2023**

REGULAR AGENDA ☒ **Meeting Date: 08/01/2023**

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU Contract #851.23.004 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Discussion only |

Documents exempt from public disclosure attached: ☐

Executive summary:

Renew Interlocal Agreement between San Juan County and Clallam County Juvenile & Family Services for detention holds and services.

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?** ☐

Resulting revenue has been included in the budget.

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

Review and sign.

County Official signature & print name:

Jody Jacobsen Jody Jacobsen

Name of Employee/Stakeholder attending meeting:

Jeff Gowdy / Jody Jacobsen

Relevant Departments: _____

Date submitted: 07/19/2023

* Work Session/Reg Meeting - Submit 2 single sided/not stapled copies + 2 AIS and 3 originals (stapled) + AIS

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

INTERLOCAL AGREEMENT FOR USE OF CLALLAM COUNTY JUVENILE CORRECTION FACILITIES

THIS AGREEMENT is made and entered into by and between the COUNTY OF CLALLAM, a political subdivision of the State of Washington (hereinafter "CLALLAM"), and the COUNTY OF SAN JUAN, a political subdivision of the State of Washington (hereinafter "SAN JUAN") pursuant to the provisions of RCW 39.34, Washington's Interlocal Cooperation Act.

1. Purpose: The purpose of this agreement is to memorialize the terms and conditions under which CLALLAM will provide juvenile offender confinement services to SAN JUAN.
2. Definition of Juvenile Offenders from SAN JUAN: The phrase "Juvenile Offender from SAN JUAN" as used in this Agreement shall mean a child under the age of eighteen (18) and over the age of twelve (12) arrested by law enforcement on behalf of SAN JUAN, and held and confined in the Juvenile Corrections Facility pursuant to the violation of a State or Federal law which designates the crime for the person is held to be a misdemeanor, gross misdemeanor, or felony.
3. The Availability of Juvenile Detention Facilities: CLALLAM agrees to furnish its facilities and personnel for the confinement of juvenile offenders from SAN JUAN in the same manner and to the same extent as CLALLAM furnishes said services for the confinement of its own juveniles. CLALLAM Juvenile Correction Facilities shall be made available and furnished for juvenile offenders from SAN JUAN held upon arrest, awaiting trial, and serving imposed detention terms. When detention is at maximum capacity, housing of juvenile offenders from SAN JUAN shall be at the discretion of the Director of Juvenile Services for CLALLAM or a designee.
4. Juvenile Detention Daily Fee: SAN JUAN agrees to pay CLALLAM a daily fee for the housing of juveniles while in detention at a rate of \$130.00 per day per juvenile. The day shall begin at time of admission and be calculated on 24 hour intervals until final discharge. There shall be no pro-rating for partial days.
5. Medical/Mental Health/Substance Use Disorder and/or Other Health Care Expenses: During the time and while a person is a juvenile offender from SAN JUAN, SAN JUAN shall be responsible for all necessary medical, dental, mental health, substance use disorder and or other health related expenses incurred by or on behalf of the juvenile offender. SAN JUAN agrees to pay CLALLAM a flat rate of \$100.00 per day per juvenile for additional court-ordered mental health and substance use disorder services. If, in the judgment of the Director or a designee, needed health care cannot be provided except outside of the Clallam County Juvenile Corrections Facility, then costs and charges associated with said outside health care shall be borne by SAN JUAN including all additional costs associated with guarding the juvenile offender outside of the CLALLAM Juvenile Corrections Facility. SAN JUAN authorizes the Director or a designee to solicit such health care for the juvenile offender. If such services are necessary before admission to the Juvenile Corrections Facility can occur, then SAN JUAN agrees to transport said juvenile offender for the receipt of such care.
6. Method and Time of Payment of Fee: Amounts due under the terms of this Agreement shall be due and payable within thirty (30) days for and after receipt of an itemized invoice. CLALLAM agrees to bill monthly for all sums.
7. Financing: SAN JUAN agrees to maintain a budget sufficient to cover any and all expenditures required under this agreement. SAN JUAN further agrees to provide CLALLAM with thirty (30) days advance written notice in the event that funding for this agreement becomes unavailable.

8. Transportation: SAN JUAN shall be responsible for transportation of all its juvenile offenders to the Juvenile Corrections Facility for initial intake, to and from appointments as necessary, and upon final release. Transportation of juvenile detainees to and from the William Fairchild International Airport shall be provided by CLALLAM. Transportation shall be provided in the same manner as would be for a detainee under the jurisdiction of CLALLAM County Juvenile Department.
9. Copy of Arrest Warrant or Citation: SAN JUAN law enforcement officers placing criminally charged juveniles in the Juvenile Corrections Facility shall, in every instance, furnish an arrest warrant or a copy of the citation to the Corrections Officer on duty at the time.
10. Transfer of Custody: SAN JUAN law enforcement officers placing arrested juveniles in shall be required to remain in the immediate presence of the juvenile offender and shall be considered to have such person in their sole custody until the Corrections Officer receives the completed authorization for confinement form from the SAN JUAN officer and audibly states that the juvenile is secured and at such time, and only then, will CLALLAM come into custody of the juvenile; provided provision for emergency situations shall be established by uniform CLALLAM administrative regulations.

When custody of a juvenile offender from SAN JUAN is transferred to CLALLAM, the juvenile offender shall be subject to all applicable rules, regulations, and standards governing operation of the Juvenile Corrections Facility, including any emergency security rules imposed by the Director or a designee. Any SAN JUAN law enforcement officer delivering a juvenile offender to the Juvenile Corrections Facility shall comply with all rules and regulations of CLALLAM.

When a juvenile offender from SAN JUAN is released to SAN JUAN law enforcement personnel pursuant to paragraphs 14(a), (b), (c), or (e), or is released to SAN JUAN law enforcement for any other reason, custody of said juvenile offender shall revert to SAN JUAN until such time as the juvenile is returned to the Juvenile Corrections Facility and a Corrections Officer audibly states that the juvenile offender is again in CLALLAM'S custody.

11. Record Keeping: CLALLAM agrees to maintain a system of record keeping relative to the intake and confinement of each juvenile offender from SAN JUAN in such style and manner as equivalent to CLALLAM'S records pertaining to its own juveniles. CLALLAM shall make available, upon request, to SAN JUAN or its authorized representatives, copies of said record. Upon disposition of the SAN JUAN County case, SAN JUAN agrees to timely report the disposition of such case to the Juvenile Corrections Facility in order to facilitate the maintenance of up-to-date criminal disposition records.
12. Posting of Bail: CLALLAM agrees to act as agent for SAN JUAN in the receipt of bail posted pertaining to juvenile offenders from SAN JUAN. During normal working hours, CLALLAM agrees to diligently and timely deliver or hand over said bail bonds or monies to SAN JUAN; provided that, bail bonds or monies received by CLALLAM during other than normal working hours shall be delivered to SAN JUAN during the business hours immediately subsequent thereto.
13. Access to Juveniles: SAN JUAN law enforcement officers shall have the right to interview juvenile offenders at any time inside the confines of the Juvenile Corrections Facility, subject only to necessary security rules. Interview rooms will be made available to SAN JUAN law enforcement officers in equal priority with those of any other law enforcement departments.
14. Release of SAN JUAN County Juvenile Offender from Detention: No juvenile offender from SAN JUAN confined in detention shall be released therefrom, except:
 - a) when requested by SAN JUAN law enforcement;
 - b) by order of the District Court, Superior Court, or Juvenile Division in those matters in which said courts have jurisdiction;

- c) for appearance in the court in which the juvenile offender is charged;
- d) in compliance with a writ of habeas corpus;
- e) for interviews by the SAN JUAN County or U.S. Attorney, or members of SAN JUAN law enforcement;
- f) if the juvenile has served his sentence or the charge pending against said juvenile has been dismissed, or bail or other recognizance has been posted as required by court;
- g) the juvenile offender does not meet detention criteria as outlined in RCW 13.40.038, 13.40.040, and 13.40.050 and standard detention criteria.

15. **Defense, Indemnity, Hold Harmless:** CLALLAM assumes full responsibility for the health, safety, and safekeeping of all Juvenile Offenders from SAN JUAN following their transfer into the custody of CLALLAM. CLALLAM shall defend, indemnify, and hold harmless SAN JUAN and its elected officials, officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of CLALLAM, its officers, agents, and employees, or any of them in connection with its/their performance under the terms of this Agreement.

In the event that any such claim, action or suit is brought against SAN JUAN, CLALLAM shall defend the same at its sole cost and expense; provided, that, SAN JUAN retains the right to participate in said claim, action, or suit if any principle of governmental or public law is involved; and if final judgment be rendered against SAN JUAN, and its officers, agents, and employees, or any of them, or jointly against SAN JUAN and CLALLAM and their respective officers, agents, and employees, or any of them, CLALLAM shall satisfy the same.

SAN JUAN shall defend, indemnify, and hold harmless CLALLAM and its elected officials, officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of SAN JUAN, its officers, agents, and employees, or any of them in connection with its/their performance under the terms of this Agreement.

In the event that any such claim, action, or suit is brought against CLALLAM, SAN JUAN shall defend the same at its sole cost and expense; provided that CLALLAM retains the right to participate in said claim, action, or suit if any principle of governmental or public law is involved; and if final judgment be rendered against CLALLAM, its officers, agents, and employees, or any of them, or jointly against CLALLAM and SAN JUAN and their respective officers, agents, and employees, or any of them, SAN JUAN shall satisfy the same.

In executing this Agreement, CLALLAM does not assume liability or responsibility for or in any way release SAN JUAN from any liability or responsibility, which arises in whole or in part from the existence or effect of any SAN JUAN ordinance, rule, or regulation. If any cause, claim, suit, action or administrative proceeding related to this agreement is commenced against CLALLAM in which the enforceability and/or validity of a SAN JUAN ordinance, rule, or regulation is at issue, SAN JUAN shall defend the same at its sole expense and if judgment is entered or damages are awarded against CLALLAM, SAN JUAN shall satisfy the same, including all chargeable costs and attorney's fees.

16. **Detention Rules and Regulations:** At the time that the custody of the juvenile offender from SAN JUAN is transferred to CLALLAM, the juvenile offender shall be subject to all applicable rules, regulations, and standards governing operation of the CLALLAM County Juvenile Corrections Facility.
17. **Property:** The parties will neither acquire nor hold real or personal property pursuant to this agreement. Thus, there will not be a need to dispose of any property in the event this agreement is terminated.

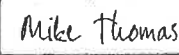
18. Duration of Agreement: This agreement shall be effective beginning May 1, 2023 and expire on April 30, 2025.
19. Termination: Either party may terminate this Agreement with a minimum of thirty (30) days written notice. In the event of termination, SAN JUAN will be liable for costs incurred up to and including the effective date of termination.
20. Designated Administrators: CLALLAM'S Juvenile Services Director, in consultation with SAN JUAN'S Juvenile Services Director shall administer this Agreement pursuant to RCW 39.34.030 (4)(a).
21. Entire Agreement and Amendments: This Agreement contains the entire agreement of the parties and may be modified only by mutual written agreement of the parties hereto.

SAN JUAN COUNTY JUVENILE COURT SERVICES:

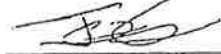
 6/28/2023
Linnea C. Anderson, Juvenile Services Administrator

XXXXXXXXXX

 5/12/2023
~~Clerk of the Court~~ San Juan County Sheriff Eric Peter

DocuSigned by:
 6/28/2023
County Clerk Manager Michael J. Thomas

APPROVED AS TO FORM:

 6/7/23
Prosecuting Attorney

CLALLAM COUNTY COMMISSIONERS:

Mark Ozias, Chair

ATTEST:

Loni Gores, Clerk of the Board

CLALLAM COUNTY JUVENILE SERVICES:

Jody L.E. Jacobsen, Director

APPROVED AS TO FORM:


Deputy Prosecuting Attorney



9
JUL 24 2023

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 07-24-23**

REGULAR AGENDA ☒ **Meeting Date: 08-01-23**

the meeting

Required originals approved and attached? ☐ **signed originals before**

Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #334.19.010A | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The current grant contract with the Washington State Department of Ecology for work supporting the Dungeness Off-Channel Reservoir project expired on June 30, 2023. This \$4,092,854 state grant provides funding to support land acquisition, design, permitting, water rights work, outreach, and project management activities. Ecology approved continued work on the grant on while they prepared the attached contract amendment. The time extension is to January 31, 2025. Approximately 50% of the grant funding has been spent to date on this project.

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

None. This is time extension only. There is no match on this grant.

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

The Department recommends approval of this grant contract amendment for time extension.

County Official signature & print name:  Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works

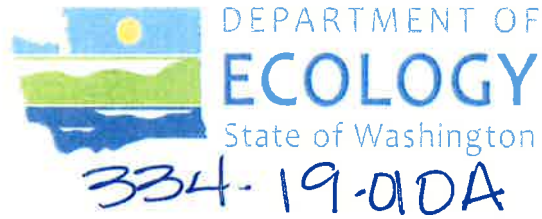
Date submitted: 7-19-23

* 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_Contract Amendment 1 (7-24-23)

Revised: 3-04-2019



AMENDMENT NO. 1

TO AGREEMENT NO. WRSRP-2019-CICoCD-00083

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

Clallam County

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County (RECIPIENT) for the Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir (PROJECT).

The purpose of this amendment is to extend the expiration date of the grant from 6/30/2023 to 1/31/2025, and to revise the following task deliverable due dates:

Task 1.2 due date changed from 6.30.23 to 1.31.25
Task 2.2 due date changed from 12.1.19 to 6.30.23
Task 2.3 due date changed from 7.1.20 to 12.31.23
Task 2.4 due date changed from 6.30.21 to 6.30.24
Task 3.3 due date changed from 11.30.20 to 3.31.22
Task 3.4 due date changed from 5.30.21 to 4.31.24, and fixed typo in deliverable title
Task 4.1 due date changed from 12.30.20 to 4.30.24
Task 4.2 due date changed from 12.1.21 to 4.30.24
Task 5.4 due date changed from 2.1.22 to 3.31.24
Task 5.5 due date changed from 6.30.23 to 6.30.24

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:

Original: 06/30/2023 Amended: 01/31/2025

CHANGES TO THE BUDGET

Funding Distribution EG200316

Funding Title: Dungeness Recharge Reservoir

Funding Type: Grant

Funding Effective Date: 04/01/2019

Funding Expiration Date: 01/31/2025

Funding Source:

Title: Watershed Restoration and Enhancement Bond Account

Fund: FD

Type: State

Funding Source %: 100%

Description: To fund projects using tax exempt bonds. Projects include acquiring senior water rights, water conservation, water reuse, stream gaging, groundwater monitoring, and developing natural and constructed infrastructure designed to provide access to new water supplies, with priority given to projects in watersheds developing specified plans and watersheds participating in the defined pilot project.

Approved Indirect Costs Rate: Approved State Indirect: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Dungeness Recharge Reservoir	Task Total
Grant Administration/Management	\$ 335,877.00
Land Acquisition	\$ 2,170,000.00
Detailed Design	\$ 1,295,300.00
Permitting	\$ 156,727.00
Outreach/Coordination, Water Rights, Legal Service	\$ 134,950.00

Total: \$ 4,092,854.00

CHANGES TO SCOPE OF WORK

Task Number: 1 Task Cost: \$335,877.00

Task Title: Grant Administration/Management

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities

and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Carol Creasey, Clallam County

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	01/31/2025

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$2,170,000.00

Task Title: Land Acquisition

Task Description:

The site of the proposed reservoir was selected during a feasibility study funded by a Salmon Recovery Funding Board (SRFB) grant (2013). It is owned by the Washington Department of Natural Resources (DNR). DNR has expressed a willingness to transfer two parcels to Clallam County for this project and included the property on the 2017-2019 Trust Land Transfer (TLT) list submitted to the legislature (see attached DNR letter). The proposed reservoir property encompasses two parcels:

- *319-Acre Parcel West of River Road in Sequim WA Parcel 043036-210000
- *77-Acre Parcel East of River Road in Sequim WA Parcel 043036-130000

Since the acquisition funding is from SRA as opposed to the Capital Budget, the land transaction is referred to as a Direct Transfer, between DNR and Clallam County.

Public Benefits: These parcels are sought for Direct Transfer from DNR to Clallam County because they are well suited to provide a number of public benefits. Project supporters initially identified the parcels as an ideal location for an off-channel water storage reservoir (western parcel) which will store water in the winter and spring for use by agriculture in the late summer time (in lieu of the river) when stream flows are critically low and threaten endangered salmonids. The proposed 1,600 AF reservoir sustainably enhances late summer stream flows by 20-30 cubic feet per second increasing low flows by up to 50%.

If approved for TLT, the parcels will become a public park owned, operated, and maintained by Clallam County. When complete, the park will be the largest County park in the Sequim area and its proximity to the City of Sequim will make it a popular recreation destination. In addition to creating a new public park with river access, and the creation of a storage reservoir which will improve salmon habitat, the proposed project has several other important benefits.

The site of the proposed reservoir will allow opportunities for aquifer recharge. Stored water from the reservoir site will be diverted to nearby shallow aquifer recharge facilities. Aquifer recharge will be timed to benefit low flows in the Dungeness River as well as the small independent streams on the eastside of the Dungeness River. Flooding will also be decreased by intercepting storm water and directing it into the reservoir via irrigation lines, then releasing the stored water for irrigation when river flow is low.

The proposed cost estimate has been reviewed and provided by DNR staff. Included in these task costs are appraisal and other associated real estate transaction costs.

Task Goal Statement:

This project provides Clallam County with the funding to proceed with the Direct Land Transfer of the two designated parcels. The western parcel would serve as the site of the future 88 acres, 1,600 AF reservoir which serves for streamflow restoration, stormwater storage, aquifer recharge and public recreation with, establishment of a new county park on both parcels.

Task Expected Outcome:

Completed appraisal of the property. Pre-approval for land acquisition granted from Ecology in accordance with Acquisition Manual 3 (WA Recreation and Conservation Office). With Direct Transfer approval, Clallam County secures the two designated parcels for planned construction of the Dungeness Off-Channel Reservoir.

Recipient Task Coordinator: Carol Creasey, Clallam County

Deliverables

Number	Description	Due Date
2.1	Coordinate with Department of Natural Resources (DNR). Clallam County will work with DNR to proceed with all necessary steps to facilitate Direct Land Transfer (DLT). The entire DLT process is anticipated to take 18 months.	
2.2	Clallam County will coordinate with DNR to secure and begin an appraisal of the two parcels proposed for Trust Land Transfer. This appraisal is estimated to take 6 months.	06/30/2023
2.3	Clallam Count will finalize DLT agreement with DNR.	12/31/2023
2.4	DLT agreement is complete and land is now owned by Clallam County.	06/30/2024

CHANGES TO SCOPE OF WORK

Task Number: 3 Task Cost: \$1,295,300.00

Task Title: Detailed Design

Task Description:

The Dungeness reservoir project partners contracted the development of a conceptual project proposal and design with engineering consultant ANCHOR QEA in 2016. The document provided Preliminary Design Analysis, Design Development and Geotechnical Analysis.

The Highland Irrigation District lateral, flowing south to north and bisecting the proposed reservoir site parcel, conveys water to the Eureka main canal, Independent main canal, and other laterals north of the proposed reservoir location. Detailed design would provide specifications of the connection between the reservoir and existing irrigation infrastructure downstream of the reservoir.

Preliminary design drawings and an opinion of probable project cost are conceptual and have been adjusted with updated information.

Elements of the proposed reservoir include:

- *A 1,600 AF storage reservoir with a maximum water surface area of approximately 88 acres
- *An embankment with 3 horizontal to 1 vertical (3H:1V) interior side slopes, 2.5H:1V exterior side slopes, and a maximum height of approximately 30 feet, with reservoir depth of approximately 20 feet
- *Excavation and placement of more than 700,000 cubic yards of material
- *A sediment settling/retention basin upstream of the proposed reservoir
- *A 30-inch-diameter inlet pipeline from the HID main canal
- *A reinforced concrete structure at the pipe inlet and at the discharge to the reservoir
- *A reinforced concrete, low-level outlet structure with an automated gate
- *A 30-inch-diameter, low-level outlet pipeline designed to deliver water to the HID lateral
- *A reinforced concrete overflow spillway structure
- *Reinforced concrete energy dissipating structures at the low-level outlet and spillway outlet
- *A piped connection from the HID main canal at Happy Valley Road to the reservoir for peak stormwater conveyance and control

Development of detailed design will be required prior to project construction. Additional design development activities that will be completed prior to construction include:

- *Topographic survey of the proposed storage site
- *Additional geotechnical investigation, including completion of additional borings, seismic study, additional laboratory analysis of soils to determine final design requirements for embankment side-slopes, dimensions, materials, and configuration
- *Wetland and other environmental surveys
- *Cultural resources surveys
- *Detailed evaluation of reservoir inflows, outflows, operational controls, Highland diversion and main canal capacity
- *Evaluation/identification of conveyance system upgrades downstream of reservoir to effectively connect and serve irrigators from the reservoir
- *Additional analysis to further evaluate peak stormwater flows and develop design requirements for stormwater conveyance, sediment retention, and control facilities

- *Coordination with regulatory agencies, including permitting agencies and the Washington Department of Ecology's (Ecology's) Dam Safety Office to verify permit and design requirements
- *Development of detailed drawings and technical specifications
- *Refinement of the opinion of probable construction costs to reflect the detailed design
- *Additional design to address any potential negative impacts to water quality and aquatic species

These elements represent a preliminary/conceptual design and other information developed in design process will inform final design.

Task Goal Statement:

The goal of this task is the issuance of an RFP for engineering and final construction-ready design, the selection of an engineering design firm, and the production of construction-ready design which maximizes the potential storage for irrigation source substitution in late summer as well as managed aquifer recharge year-round.

Task Expected Outcome:

- 30% Design from which to pursue permits.
- 90% Design which is ready to submit for bids for reservoir construction.

Recipient Task Coordinator: Carol Creasey, Clallam County

Deliverables

Number	Description	Due Date
3.1	Clallam County will issue an RFP for final design of the Dungeness Off-Channel Reservoir project. This deliverable is estimated to take 2 months to select design firm.	03/30/2020
3.2	Engineering Design firm is selected and contract is executed to provide final design.	05/30/2020
3.3	30% Design is provided by engineering design firm within 6 months of contracting, which will be significant design to begin permit applications.	03/31/2022
3.4	Final Design with detailed drawings is provided by engineering design firm within 1 year of contracting.	

CHANGES TO SCOPE OF WORK

Task Number: 4 Task Cost: \$156,727.00

Task Title: Permitting

Task Description:

Application and/or acquisition of the following permits will be pursued: Section 404 permit; WDFW Hydraulic Permit; Section 401 Water Quality Certification; Ecology Reservoir Storage Permit, Ecology Water Right Change Permit for storage of late

spring flows, Ecology Water Right Permit(s) for storage of storm flows, Ecology NPDES Construction Permit, and Ecology Dam Construction Permit; DNR Forest Practices Permit; SEPA; Clallam County Critical Area and Building, Construction, Clearing and Grading Permits; and, Clallam County Zoning and Conditional Use Permit, County Comprehensive Plan Land Use and Zoning Map Amendment, Shoreline Permit (if construction within shoreline jurisdiction), and On-Site Septic System for restroom facility (if planned). Completion of the cultural resources survey and hazardous toxins assessment. Completion of wetland review. Completion of construction bid packet.

Task Goal Statement:

All appropriate and required permitting will be acquired for the construction of the reservoir project. At completion of detailed design, a complete package of both design and permits will be ready to move forward on construction of the Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir.

Task Expected Outcome:

At the completion of this grant period, all required permits from the Permit List will be acquired or in process. Necessary permits will be attained to move forward on construction phase of this project.

Recipient Task Coordinator: Carol Creasey, Clallam County

Deliverables

Number	Description	Due Date
4.1	Clallam County will identify all applicable permits required for reservoir and park development as well as any permits required to connect reservoir to irrigation infrastructure.	04/30/2024
4.2	Clallam County will have filed all permit applications needed for project.	04/30/2024

CHANGES TO SCOPE OF WORK

Task Number: 5 Task Cost: \$134,950.00

Task Title: Outreach/Coordination, Water Rights, Legal Service

Task Description:

Recipient or assigned will develop a formal working agreement-MOA among project partners. Coordination of all those assigned for task responsibility under this agreement will be undertaken. Coordination of all Dungeness Reservoir Working Group stakeholder meetings to provide project feedback, comment and inform the project. Recipient or assigned will undertake a public process of at minimum 3 public meetings to present the project to the community and secure comment/public feedback.

Recipient or assigned will evaluate water rights subject to change, prepare the change applications, and seek other necessary approvals to submit to Ecology for processing.

Recipient or assigned will secure legal services to support the project.

Task Goal Statement:

Effectively coordinate among all those responsible for tasks under the SRA funded project elements. Consistently engage Dungeness Reservoir Working Group stakeholders in informing them on the project. Inform, receive, and address public feedback about the project.

Coordinate with Highland Irrigation District (HID) and Dungeness Water Users as well as Ecology to secure the necessary approvals for water right change and for reservoir storage and release.

Assigned legal counsel will provide review/development of stakeholder MOA; change applications and agreements necessary to legally effectuate the storage of water in the new reservoir.

Task Expected Outcome:

Quarterly meetings of Dungeness Reservoir Working group, 3 public meetings with good community participation, timely coordination of task and quarterly progress report.

Change applications prepared and signed by HID; approved ROE by Ecology.

MOA and change applications are reviewed and water agreements are developed.

Recipient Task Coordinator: Carol Creasey, Clallam County

Deliverables

Number	Description	Due Date
5.1	MOA Development	01/01/2020
5.2	Stakeholder Meetings and preparation for meetings	12/01/2022
5.3	Public Meetings	12/01/2022
5.4	Water Right Change Applications	03/31/2024
5.5	Review and Development of Legal Documents	06/30/2024

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Dungeness Recharge Reservoir	0 %	\$ 0.00	\$ 4,092,854.00	\$ 4,092,854.00
Total		\$ 0.00	\$ 4,092,854.00	\$ 4,092,854.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 05/31/2023.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Clallam County

By: _____

Ria Berns

Date

Water Resources

Program Manager

By: _____

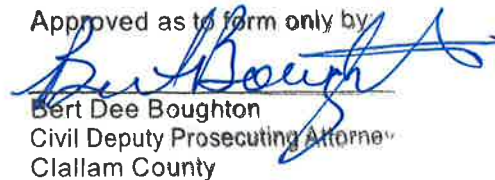
Mark Ozias

Date

Commissioner

Template Approved to Form by
Attorney General's Office

Approved as to form only by


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

Certificate Of Completion

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Water Resources & Office of Columbia River

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Signer Events

Mark Ozias

mark.ozias@clallamcountywa.gov

Chair, Board of County Commissioners

Security Level: Email, Account Authentication

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Ria Berns

rber461@ecy.wa.gov

Security Level: Email, Account Authentication

(None)

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Steve Gray

steve.gray@clallamcountywa.gov

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Rachel Ditlevsen

rdit461@ECY.WA.GOV

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Angela Johnson

angela.johnson@ecy.wa.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify Carahsoft OBO Washington State Department of Ecology - Water Resources & Office of Columbia River as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Washington State Department of Ecology - Water Resources & Office of Columbia River during the course of your relationship with Carahsoft OBO Washington State Department of Ecology - Water Resources & Office of Columbia River.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) 10
Jul 24 2023

Department: DCD

WORK SESSION ☒ **Meeting Date:** 07/24/2023

REGULAR AGENDA ☒ **Meeting Date:** 07/25/2023

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: This item is a solicitation for bids for needed repair and maintenance of the recently constructed lower Dungeness Levee. Specifically, the tasks include: repair of isolated areas of sloughing, construction of a pedestrian access ramp at the northern parking area, and creation of a hydric pressure release improvement at the levee's southern end. The areas of sloughing were anticipated as an early maintenance need of the new facility. The area requiring the pressure-release improvement was recently identified by the project engineers and will involve the excavation of an existing confining layer of natural material and replacement with porous gravel to allow the flow of subsurface water. The improvement comes recommended by the project engineer and the Public Works Department.

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. Funds have already been allocated for 2023 expenditure, and will be reimbursed by the existing project grant.

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

That the Commissioners review, approve & authorize the Chair to sign this call for bids.

County Official signature & print name: , Bruce Emery

Name of Employee/Stakeholder attending meeting: Joe Donisi & Bruce Emery

Relevant Departments: DCD & Public Works

Date submitted: 07/19/2023

* 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)

Revised: 3-04-2019

NOTICE OF INVITATION FOR BIDS

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 East Fourth Street, Room 150, Port Angeles, Washington until 10:00 a.m., Tuesday, **August 15, 2023**, at which time they will be publicly opened and read aloud for:

The work includes levee slope slump repairs and earthwork, and other related work as part of the Lower Dungeness River Levee Surfacing Project contract.

Complete plans and specifications may be obtained from the Clallam County web site at www.clallamcountywa.gov. Questions regarding this project may be directed to Gus Kays at (206) 695- 6941.

The sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL – Lower Dungeness River Levee Slope Repair Project**". Address bid proposal to: Board of Clallam County Commissioners, 223 E. 4th St., Ste. 4, Port Angeles, WA 98362 or hand-deliver to 223 E. 4th St., Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will bids received by facsimile or e-mail.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070 and reserves the right to reject any and all bids and to waive informalities in the process or to accept the bid which in its estimation best serves the interests of Clallam County.

Clallam County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

The attached contract plans, these contract provisions and the Standard Specifications for the above-described project are hereby

APPROVED THIS _____ DAY OF _____, 20__.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Loni Gores, CMC, Clerk of the Board

Please Publish: Peninsula Daily News/Seattle Daily Journal -
Please Bill: Clallam County DCD

7/28, 8/4 & 8/11



11

AGENDA ITEM SUMMARY

JUL 24 2023

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

@ 10am

Department: BOCC

WORK SESSION ☒ **Meeting Date: 7-24-23**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Review of 2025 and 2026 timber sales:

Regional DNR staff will provide a detailed overview and review of planned timber sales in Clallam County for the 2025 and 2026 cycles. The goal of this review is to identify potential candidates for inclusion in a "revenue replacement" program as recently authorized by the Legislature. In addition to listening to any recommendations that might be forwarded by regional DNR staff, the BOCC will be especially interested to learn more about units that contain what is commonly being referred to as "legacy forests" as well as units that may contain actual old growth, flora or fauna of interest, connectivity with existing wildlife corridors, or other components that might warrant consideration for alternative revenue strategies.

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?)

Department of Natural Resources review of 2025 and 2026 timber sales.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Department of Natural Resources

Relevant Departments: Board of Commissioners

Date submitted: 6-27-23

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

Department of Natural Resources 7-24-23

** 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



AGENDA ITEM SUMMARY

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

JUL 24 2023

@ 10:30am

Department: BOCC

WORK SESSION ☒ Meeting Date: 7-24-23

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Debbie Wardrop – DebbieWardropLLC will provide the Board of Commissioners with an update on the Olympic Peninsula Tourism Master Plan progress.

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?)

Update on the Olympic Peninsula Tourism Master Plan progress.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Debbie Wardrop - DebbieWardropLLC

Relevant Departments: Board of Commissioners

Date submitted: 7-18-23

* 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)



1. **Destination Next Benchmark Survey** – nearly 200 responses – (goal was 100). Results will be reviewed in our Leadership/MMGY call on **August 9th at 9am**.
2. **Interviews** – 22 1:1 were completed.
3. **Tribal meetings** – MMGY NextFactor met with four tribes in person.
 1. Makah
 2. Quileute
 3. Lower Elwha Klallam
 4. Jamestown S’Klallam/7 Cedars
4. **Focus Groups** – ½ of these have been completed. (Remainder are to be completed week of 7.24.) The groups are:
 1. Culinary, Agriculture & Farms
 2. Festivals & Events
 3. Public Lands
 4. Attractions, Activities & Retail
 5. Infrastructure & Mobility
 6. Outdoor Recreation
 7. Hotels & Lodging
 8. Arts, Culture & Heritage
 9. General
5. **Resident Survey** is prepared – it will be distributed this week in the following ways:
 - a. News release will be distributed starting July 26th.
 - b. Ads will be placed in local papers during August/September (print and digital) - The main messaging for the ad is, **“Tourism Matters on the Olympic Peninsula,”** with a sub-head of **“We want to hear from you!”**
 - c. News release is being sent to community publications such as Kala Pointer and The Voice.
6. The **Town Halls** are now in place.
 - a. Here’s the schedule:
 - i. September 26th 10-11:30am – Commons, Fort Worden
 - ii. September 26th 5:30-7pm – Sequim, Town Hall, Council Chamber at Civic Center
 - iii. September 27th 10-11:30am – Port Angeles, Library
 - iv. September 27th 5-6:30pm – Forks, Town Hall, Council Chamber
 - b. We will have a communication plan in place shortly for sharing these Events.
7. **Visioning Workshop** – will be held in November with the Leadership Team and MMGY NextFactor. (in person)
8. The **delivery of the Master Plan** remains on schedule by the end of 2023.



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JUL 24 2023

AGENDA ITEM SUMMARY

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| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
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| ☐ Draft Ordinance | ☐ Final Ordinance ☒ Other - Discussion and |

Executive summary:

Recompete Task Force:

Following the July 17 joint work session with the Jefferson County Commissioners regarding Recompete, we plan to stand up an ad hoc "Recompete Task Force" to help guide our work and maintain lines of communication and decision-making between the many partners necessary for a successful application. This Task Force will include one Clallam County Commissioner, one Jefferson County Commissioner, the Directors of both the Clallam and Jefferson EDCs, the Director of the North Olympic Development Council and representatives from each interested Tribal government in our two counties. The purpose of today's discussion will be to determine which Clallam Commissioner will serve on this Task Force.

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?)

Discussion and determine who will serve for the BOCC on the Recompete Task Force.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 7-17-23

* 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)

Recompete Task Force 7-24-23
Revised: 3-04-2019