

SKAMANIA COUNTY BOARD OF COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Agenda for August 11, 2020

Commissioner Meetings are open to public attendance with limited available seating, exercising social distancing. Seating will be on a first come, first serve basis. If there is more attendance than seating, you will be asked to leave the Courthouse and phone in using ZOOM using the following numbers.

1 346 248 7799 US 1 312 626 6799 US
1 646 558 8656 US 1 669 900 9128 US
1 253 215 8782 US
1 301 715 8592 US

Meeting ID: 813 4248 1018

Join Zoom Meeting

- Audio only from your computer <https://us02web.zoom.us/j/81342481018>

WRITTEN PUBLIC COMMENTS ACCEPTED AND ENCOURAGED BY MONDAY PRECEDING THE MEETING AT NOON. If you wish written comments to be listed on the agenda, they need to be submitted to the Clerk of the Board by noon on Thursday preceding the Tuesday meeting, otherwise they will be held for the following Tuesday. slack@co.skamania.wa.us

Tuesday, August 11, 2020

9:00 AM Staff Meeting
9:30 AM Call to Order,
 Pledge of Allegiance

Acknowledge receipt of written comments from Joe Kear regarding CMP-19-01 and REZ-19-01

Acknowledge receipt of written comments from Teresa Robbins and Keith Brown regarding CMP-19-01 and REZ-19-01

Public Comments - (3 minutes) – See message above regarding seating in the Commissioner’s Meeting Room

Presentation of plaque to Clay Moser, County Road Supervisor for 25 years of service to Skamania County

Consent Agenda Items will be considered and approved on a single motion. Any Commissioner may, by request, remove an item from the agenda prior to approval.

1. Minutes for meeting of July 14, 2020
2. Minutes for meeting of July 21, 2020
3. Acknowledge receipt of letter from Boundary Review Board regarding a proposed Metropolitan Park District
4. Authorization to Purchase washer and dryer replacement for the Jail and Contract with Washington Automated to replace the Jail washer and dryer utilizing CARES funds
5. Agreement with North County Emergency Medical Services for Title III program funding for 2020/2021
6. Agreement with Underwood Conservation District for Title III program funding for 2020/2021
7. Agreement with Skamania County Emergency Medical Services for Title III program funding for 2020/2021
8. Agreement with Skamania County Sheriff for Title III program funding for 2020/2021
9. Authorization to Purchase and approve purchase order for 8 radios for County Road vehicles
10. Contract with Clark Regional Emergency Services Agency to enhance Region IV’s preparedness against threats of domestic and foreign terrorist activities
11. Contract with Area Agency on Aging & Disabilities of Southwest Washington to provide senior resource assistance, funding provided through ADRC/NWD Critical Relief for COVID-19 Pandemic Response
(Continued next page)

Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting, and may add and act on any item not included in the above agenda. Minutes are available at www.skamaniacounty.org on the Commissioners web page. If necessary, the Board may recess into executive session on scheduled meeting days.

12. Agreement between Interlake Resort Company and Noxious Weed Control Program to provide funding to control noxious weeds at Interlaken Resort Company
13. Contract with FORTE, a CSG Company for merchant services for Solid Waste transfer sites
14. Contract with Military Department Emergency Management Division for supplemental funding to primary EMPG grant to support emergency management with their response to COVID-10

Voucher Approval

Meeting Updates (May resume in afternoon if more time is needed)

- 10:00 AM Department Head Reports
- 11:00 AM Workshop with Planning to consider the Hearing Examiners recommendations on proposed Comp Plan and Zoning Map amendments for parcel 02-05-20-0-00-0901-00
- Adjourn (The meeting will not adjourn if more time is needed in the afternoon for Meeting Updates)
- Lunch
- 1:30 PM Board of Health Meeting - Separate Agenda posted under Board of Health at www.skamaniacounty.org

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Minutes for Meeting of July 14, 2020

The Commissioners met in their meeting room, 240 NW Vancouver Ave. in Stevenson, at 9:00 a.m. on July 14, 2020 for a staff meeting with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present. Toni Farris, Probation Officer reported on a new security system in her office, client contacts and how meeting with them during COVID 19 is working. She reported she has a caseload of 250 clients. Sophie Miller, Program Manager for Senior Services reported on meal, grocery and prescription delivery. The Senior site is open to the public with most interaction still being done over the phone. She also talked about the transit bus design, random COVID 19 testing for drivers, and riders complying by wearing masks. She is also preparing an MOU with WGAP for delivery of supplies that will be on the July 21st agenda. Heidi Penner, Financial Management Administrator reported on information gathering for the State Auditors. Debi VanCamp, Human Resources Administrator reported on new hires, HR budget, job descriptions for Public Works, Commissioners' and Community Health ½ time positions. She also informed the Board of her need to work outside of the office during a family health issue. Alex Hays, Manager of Cultural Events and Recreation reported that the Fair Board has cancelled the Fair. He reported on cancelled events, and loss of revenue. He reported he hasn't hired summer staff, and his Event Planner, Sara Slack has been fielding calls and issuing refunds. He also reported they still have table tennis, pickle ball and some room rentals. The batting area has not been set up yet. Debbie Slack, Clerk of the Board reported on Homeless Housing appointments and a Gorge Commission appointment.

The meeting recessed at 9:25 a.m. and reconvened at 9:30 a.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Commissioners business meeting was called to order at 9:30 a.m. on July 14, 2020 at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Pledge of the Allegiance was led by Debbie Slack, Clerk of the Board.

The Board acknowledged a written comment received by Mary Repar, County resident regarding Grange activities.

Mary Repar, County resident commented on a presentation at 6:30 p.m. on July 15, 202 with a presenter from WSU. She also commented on a fire caused by fireworks on Vancouver Avenue and urged the Board to ban fireworks.

Commissioner Lannen moved, seconded by Commissioner Mahar and motion carried unanimously to approve the Consent Agenda as follows:

1. Minutes for meeting of June 16, 2020
2. Resolution 2020-25, Establishing ER & R Sub Fund 5010.400 for responding to COVID-19
3. Social Media Policy
4. Contract with Skamania County Public Works for Exhibit Hall project, utilizing lodging tax funds
5. Contract with Columbia Gorge Land Trust for noxious weed control at Turtle Haven property

6. Agreement with Goodwill of the Olympics and Rainer Regions for Skamania Community Service Employment Program

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve vouchers for the period dated July 14, 2020 in the amount of \$177,162.12 with \$70,988.63 being Current Expense, covering warrants numbers 177492 through 177536.

The Commissioners reported on meetings they attended. Commissioner Mahar reported that the Fair Board voted to cancel the Fair and Timber Carnival for 2020 due to COVID -19. He reported there is the potential to have a virtual market sale. He also participated in a call with Representative Gina Mosbrucker met with business owners regarding personal protective equipment, Labor and Industries and other conflicts that have arisen because of COVID 19. He also had a discussion with the Auditor regarding the 2020 General Election and vote by mail. Commissioner Lannen reported on an EDC meeting, a discussion with Jaime Herrera Beutler's representatives concerning a road project near Mt. St. Helen's and a call with Representative Mosbrucker. He also reported on a Sustainable NW Conservancy webinar and collaboration. Commissioner Hamlin reported on a call with Representative Mosbrucker. He also reported on a meeting with a Gorge Recreation group.

The meeting recessed at 9:56 a.m. and reconvened the same day at 10:03 a.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin present.

The Board met for Department Head reports.

- Kirby Richards, Community Health Director reported a meeting will be held with Klickitat County to discuss Developmental Disabilities. People are being contacted to form an advisory board. She also reported on public health work with eleven tribes along the Columbia River. They have their own health departments and that permission must be granted to go on their land.
- Tim Elsea, Public Works Director/County Engineer reported that personal protective equipment has been distributed, some County offices are opening, and he and Ann Lueders, EMS Superintendent met at the warehouse to review inventory and a few more items may be ordered. He also reported on Home Valley Park restrooms, new panic system RFP, bridge inspections, Exhibit Hall Roof and restroom. He reported there is more water damage than previously thought. He also reported on RAP and FLAP projects. He reported Solid Waste revenue was up \$16,000 in June 2020 and tonnage is virtually consistent with 2019. He reported that the Buildings and Grounds division completed counter tops in the Auditor's office and that acrylic will be installed on Monday. He reported that Washington Gorge Action Programs is renting houses at the Wind River Business Park for quarantine if needed and the contract says they are being paid per night even when vacant. The contract will continue until December 31, 202 with WGAP paying for cleaning, damage and repairs.

The meeting recessed at 10:17 a.m. and reconvened the same day at 11:00 a.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board met for a workshop with the Financial Management Office, Elected Officials and Department Heads to discuss CARES and FEMA funding. Awards to IT for VPN in the amount of \$250,000 and \$110,000 going to the EDC for Community Partners were discussed. The VPN, upgrades and server room upgrade to support VPN will cost approximately \$511,000. It was discussed that personal protective gear is covered by FEMA. Also discussed were funds Community Health will need, FEMA match, and other CARES funding,

Commissioner Lannen moved, seconded by Commissioner Mahar and motion carried unanimously to approve a contract with Washington Gorge Action Programs for rental of houses at Wind River Business Park to use as quarantine quarters.

The meeting recessed at 11:46 a.m. and reconvened at 2:35 p.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

Commissioner Mahar moved, seconded by Commissioner Lannen and motion carried unanimously to approve a memorandum of understanding with Washington Gorge Action Programs to deliver food, prescriptions and supplies to individuals under quarantine due to COVID-19.

The Board participated in a workshop to discuss Title III funding awards for 2020/2021. Funding requests, and carryover was discussed.

Commissioner Mahar moved, seconded by Commissioner Lannen and motion carried unanimously to award these amounts for the 2020/2021 contract period:

Skamania County Sheriff's Emergency Services - \$62,700

North Country Emergency Medical Services - \$70,018.98

Underwood Conservation District - \$24,000

Skamania County Emergency Medical Services - \$41,667

The meeting recessed at 2:51 p.m. and reconvened the same day at 3:00 p.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board participated in a workshop to discuss short term vacation rentals with Alan Peters of Planning. Alan gave an overview of the work being done developing regulations for short-term rentals. He gave a summary of the new draft prepared by staff and using language from RCW 64.33 that includes the state's requirements for STVRs and language from the City of Stevenson's short-term rental regulations.

The meeting recessed at 4:00 p.m. and reconvened at 5:30 p.m. the same day with Commissioners Tom Lannen, and Robert Hamlin, Chair present.

The Board held a public hearing to take public comment and consider approval of Resolution 2020-22, Supplemental Budget #2 to the 2020 Budget. There was no public comment. Debbie Slack, Financial Management Coordinator/Clerk of the Board gave a staff report noting the actual amount needed for the Supplement for Current Expense request. The Board had no questions. There was no public comment and no Board deliberations. Commissioner Lannen moved, seconded by Commissioner Hamlin and the motion carried unanimously to approve Resolution 2020-22, Supplemental Budget #2 to the 2020 Budget. The public hearing closed.

The Board held a public hearing to take public comment and consider approval of Ordinance 2020-05, An Ordinance Amending Skamania County Code Title 3 – Revenue and Finance, to include new Chapter 3.30 – Sales and Use Tax – Affordable and Supportive Housing. There was no staff report, no public comment, no questions from the Board and no Board deliberations. Commissioner Lannen moved, seconded by Commissioner Hamlin and motion carried unanimously to approve Ordinance 2020-05, An Ordinance Amending Skamania County Code Title 3 – Revenue and Finance, to include new Chapter 3.30 – Sales and Use Tax – Affordable and Supportive Housing.

The meeting adjourned at 5:44 p.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Commissioner

Commissioner

Clerk of the Board

Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648

Minutes for Meeting of July 21, 2020

The Commissioners business meeting was called to order at 9:31 a.m. on July 21, 2020 at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Pledge of the Allegiance was led by Stevenson resident, Bob Talent.

Mary Repar, Home Valley resident commented via Zoom. She mentioned the note she sent to the Board this last weekend and would like it entered into record.

Bob Talent, Stevenson resident commented that he would like to thank the Board and staff for providing leadership to the County. Additionally, he discussed the upcoming fire season and a request for help concerning Mallicott Road.

Commissioner Lannen moved, seconded by Commissioner Mahar to approve the Consent Agenda as follows:

1. Letter of appointment to Ingrid Colvard to fill the unexpired Schools/Education position of the Homeless Housing Board
2. Contract Amendment # 6 with State of Washington, Department of Corrections, amending the period of performance through June 30, 2022 for chemical dependent screenings, intakes, assessments and treatment to offenders referred by the Department of Corrections under the Drug Offender Sentencing Alternative program
3. Contract with ESD 112 for Child Development services within the Developmental Disabilities program for Klickitat County
4. Interlocal Agreement with Superior Courts for Skamania and Klickitat Counties, and Skamania and Klickitat Superior Court for 2020-2021 Propose GAL Program Coordinator contract
5. Contract with Incident Management Partners to update FEMA approval Hazard Mitigation Plan
6. Contract with Washington Association of Sheriffs and Police Chiefs for grant costs associated with sex offender address and residency verification program

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve vouchers in the amount of \$108,429.59 with \$18,425.13 being Current Expense, covering warrants numbers 177538 through 177607.

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve payroll in the amount of \$610,102.38 of which \$384,606.60 covering warrants 42789 through 42809 and direct deposits 65663 through 65843.

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve a new job description and set the salary range for a Community Health Medical Assistant.

The Board reported on meetings they attended. Commissioner Lannen reported on two Zoom meetings from Monday, one with the Governor and one with the WSAC group. He also discussed a meeting concerning the lawsuit with DNR. Commissioner Mahar reported on Governor Inslee's talk from last week, a Jurassic Parliament seminar on social justice, a call with Representative Gina Mosbrucker and his attendance at the Back the Blue event Saturday on the Courthouse lawn. Commissioner Hamlin reported on a meeting with the Homeless Housing Council and a discussion concerning Community Health needing more space at the Hegewald Center. He also discussed moving forward with the staff replacements for the Commissioner's Office and HR, so current staff can get some help with the workload.

Commissioner Hamlin mentioned there was a typo on the agenda for the Board of Health meeting. The meeting is at 10:30 a.m. The header on the agenda is incorrect.

The meeting recessed at 9:56 a.m. and reconvened at 10:02 a.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for Department Head reports.

- Kirby Richards with Community Health brought the Board up to date on COVID-19 situation in Skamania County, stating we have 43 confirmed cases and 1 death. She also reported that they are developing a department policy on how to handle things when their employees are out sick.
- Tim Elsea, Public Works Director/County Engineer reported that they are continuing to build improvements for COVID-19. He mentioned that they had a FEMA call last week and that they got a clear explanation on what can be charged to FEMA vs. CARES. He is working on the RFQ for the panic system and it will be complete by the end of this week.

The meeting recessed at 10:18 a.m. and reconvened at 11:12 a.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met in a Financial Management workshop to discuss CARES and FEMA funding. The Board would like to submit reimbursement requests for the CARES money on a monthly basis and that the specific details of how billings will go can be discussed in an FMO meeting next week with the FMO group, Tim, Randy and representative from each department.

The meeting recessed at 11:33 a.m. and reconvened the same day at 1:30 p.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board participated in Forest Service updates with Eric Veach, Erin Black and Rebecca Hoffman, all with the USFS.

The meeting recessed at 1:57 p.m. and reconvened at 2:30 p.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board participated in a WGAP update with Leslie Naramore, WGAP Executive Director. Leslie provided information on what WGAP has been doing within the community surrounding COVID-19. Commissioner Hamlin brought up a CDBG Grant possibility and forming a consortium with the City of Stevenson and the City of North Bonneville. Commissioner Hamlin will be the contact point for right now while we gather some more information.

An employee rights email from HR was discussed, with no action taken.

The meeting adjourned at 3:07 p.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Commissioner

Commissioner

Clerk of the Board

Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____



**WASHINGTON STATE
BOUNDARY REVIEW BOARD
FOR SKAMANIA COUNTY**

Courthouse – Human Resources
240 NW Vancouver Avenue
PO Box 790

Stevenson, WA 98648
(509) 427 – 3705 Fax: 509-427-4856

www.skamaniacounty.org email: vancamp@co.skamania.wa.us

August 5, 2020

Skamania County Commissioners
P O Box 790
Stevenson, WA 98648

RE: Proposed Metropolitan Park District
City of Stevenson/Skamania County
File No. 2020-01

Dear Commissioners:

The Boundary Review Board for Skamania County takes this means of informing all potentially interested parties of Notices of Intention that are filed with the Board.

Enclosed for your information is a copy of the Notice of Intention, with maps, indicating the area involved was deemed a completed application on July 29, 2020, presently pending before this Board. We would appreciate your findings and comments to this office within ten (10) working days (August 18, 2020) of the above date in order that they may be made available for the Board's preliminary consideration of this proposal. Any additional data in our files can be furnished to you at your request.

If you feel this action should be reviewed by the Boundary Review Board, you may request such review pursuant to RCW 36.93.100 (2). A form is enclosed for your convenience, return it with the appropriate box checked and any comments. This office will be happy to provide such additional information as is available on request. The process will take at least forty-five (45) days from the filing date, July 29, 2020 (RCW 36.93.100(4)).

If a period of 45 days shall elapse (September 14, 2020) without the Board's jurisdiction having been invoked as set forth in RCW 36.93.100(2), the proposed action shall be deemed approved pursuant to RCW 36.93.100(4).

Sincerely,

Debra Van Camp
Chief Clerk

Enclosure

**WASHINGTON STATE BOUNDARY REVIEW BOARD FOR SKAMANIA COUNTY
AFFECTED AGENCY ACTION ON
FILE NO. 2020-01**

(Deadline for Invoking Jurisdiction **September 14, 2019 3:00 p.m.**)

_____ hereby:
(Agency Name)

_____ Invokes jurisdiction. (Calls for a public hearing by the BRB.) (\$200.00 filing fee)

_____ Does not invoke jurisdiction. (Does not call for a public hearing by the BRB.)
(Please Check One)

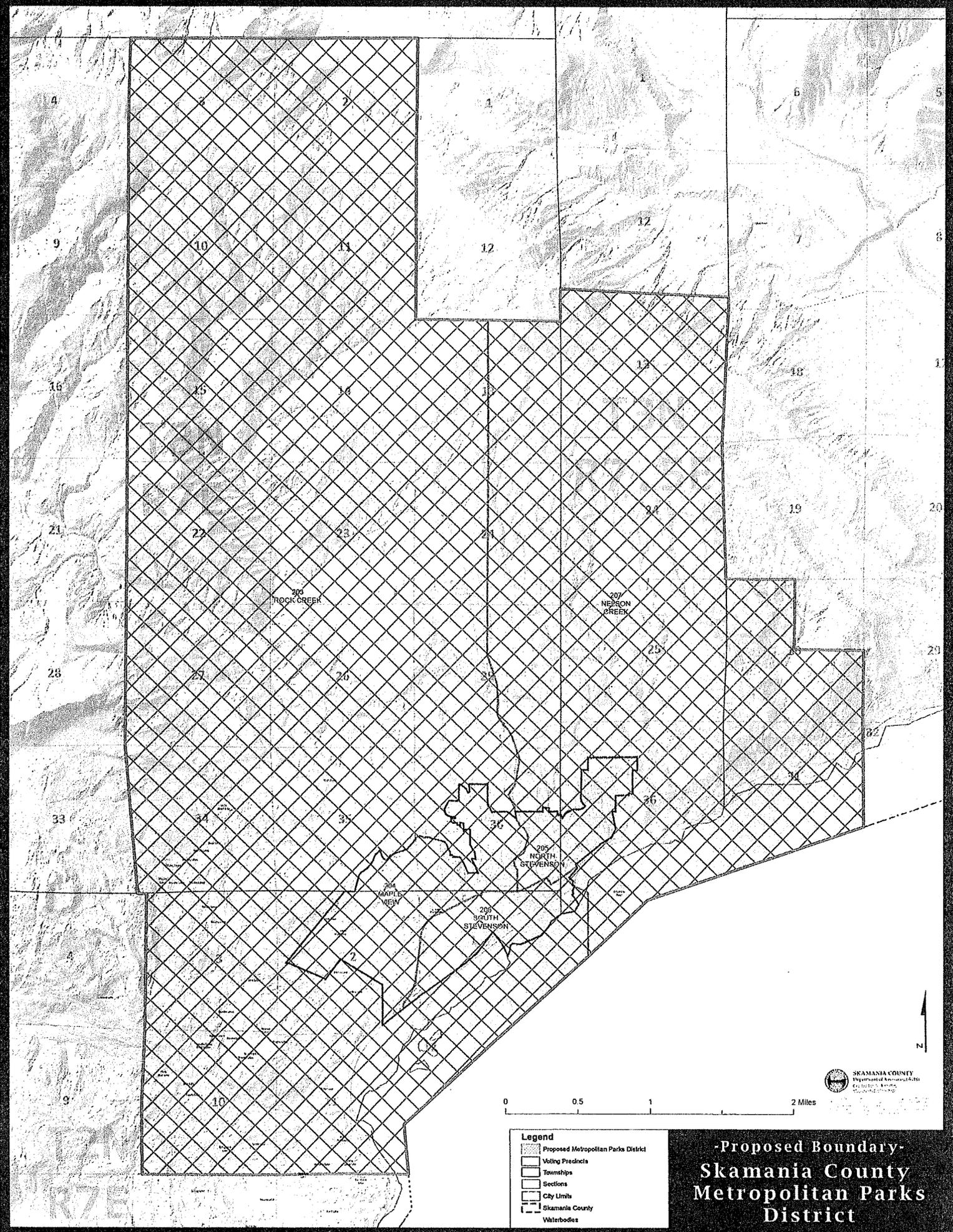
(Attach additional sheets if necessary)

SIGNED: _____
Name Title Date

Please submit this form to:

Debi Van Camp, Chief Clerk
Washington State Boundary Review Board for
Skamania County
P.O. Box 790, County Courthouse
Stevenson, WA 98648

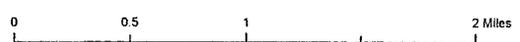
(509) 427-3705



Legend

-  Proposed Metropolitan Parks District
-  Voting Precincts
-  Townships
-  Sections
-  City Limits
-  Skamania County
-  Waterbodies

**-Proposed Boundary-
Skamania County
Metropolitan Parks
District**



Commencing at a point of beginning being the southwest corner of Section 10, Township 2 North, Range 7 East, W.M., Skamania County, Washington;

- 1 thence north along the west line of Sections 10 and 3, Township 2 North, Range 7 East, W.M. to the northwest corner of said Section 3 of said Township;
- 2 thence west along the south line of Section 34, Township 3 North, Range 7 East. W.M. to the southwest corner of said Section 34;
- 3 thence north along the west lines of Sections 34, 27, 22, 15, 10 and 3 of Township 3 North, Range 7 East. W.M. to the northwest corner of Section 3 of said Township;
- 4 thence east along the north line of Sections 3 and 2, Township 3 North, Range 7 East, W.M. to the northeast corner of Section 2 of said Township;
- 5 thence south along the east line of Sections 2 and 11, Township 3 North, Range 7 East, W.M. to the corner common to Sections 11, 12, 13 and 14 of said township and range;
- 6 thence east along the north line of said Section 13 to the northeast corner of said Section 13, said point being on the west line of Township 3 North, Range 7.5 East, W.M.;
- 7 thence north along the west line of Section 13, Township 3 North, Range 7.5 East, W.M. to the northwest corner of Section 13, Township 3 North, Range 7.5 East, W.M.;
- 8 thence east along the north line of Section 13, Township 3 North, Range 7.5 East, W.M. to the northeast corner of said Section 13;
- 9 thence south along the east line of Sections 13 and 24, Township 3 North, Range 7.5 East, W.M. to the southeast corner of said section 24, Township 3 North, Range 7.5 East, W.M.;
- 10 thence east along the north line of Section 20, Township 3 North, Range 8 East, W.M. to the north $\frac{1}{4}$ corner of said Section 20;
- 11 thence south along the east line of the northwest quarter of Section 20, Township 3 North, Range 8 East, W.M. to the center of said Section 20;
- 12 thence east along the north line of the southeast quarter of Section 20, Township 3 North, Range 8 East, W.M. to the east $\frac{1}{4}$ corner of said Section 20;
- 13 thence south along the east line of Section 20, Township 3 North, Range 8 East, W.M. to the southeast corner of said Section 20;
- 14 thence continuing south along the east line of Section 31, Township 3 North, Range 8 East, W.M. and the southerly extension of said east line of Section 31 to its intersection with the Washington/Oregon state line in the Columbia River;
- 15 thence westerly along the Washington/Oregon state line in the Columbia River to a point of intersection of the state line with a line being the easterly extension of the south line of Section 11, Township 2 North, Range 7 East, W.M.;
- 16 thence west along said easterly extension of the south line of Section 11, Township 2 North, Range 7 East, W.M., and continuing west along the south line of Sections 11 and 10, Township 2 North, Range 7 East, W.M. to the southwest corner of Section 10, Township 2 North, Range 7 East, W.M., and the point of beginning.

July 8th, 2020

Washington State Boundary Review Board
For Skamania County
Skamania County Courthouse
PO Box 790
Stevenson WA, 98648

RE: Proposed creation of a Metropolitan Park District

As required by RCW 36.93.090, or other applicable statutes, a NOTICE OF INTENTION is hereby given by the County of Skamania and the City of Stevenson for the creation of a Metropolitan Parks District described below. As required by local rule of the Board, we are submitting the following information, attached hereto as part of this NOTICE OF INTENTION, to assist you in your consideration of this proposed action.

- 1.) **Nature of the Proposed District:** The proposal was established by resolutions by the City of Stevenson and the Skamania County Board of Commissioners to bring forth to a vote of the citizens the formation of a Metropolitan Park District governed under RCW 35.61. The District will follow the boundaries of the following precincts: Maple View, Nelson Creek, North Stevenson, South Stevenson and Rock Creek.
- 2.) The intent of the District is for the sole purpose of governing and contributing needed funding through the levy process to sustain and maintain the Stevenson Community Pool. The Stevenson Community Pool has been an amenity for more than 40 years that has benefitted all ages from youth swimming lessons, to senior citizens low-impact conditioning. Many local residents, together with the Skamania County and City of Stevenson leadership, understand the vital role a community pool plays in a locality. The need to find solutions to protect this asset can come in many different ways including the necessary tax revenues to maintain operations and to cover other expenses.
- 3.) **Legal Description:** A legal description of the proposed District is attached as "Exhibit A"
- 4.) **Map:** A map of the proposed District is attached as "Exhibit B"
- 5.) **Vicinity Map:** A vicinity map of the proposed areas showing geographical features and bodies of water is attached as "Exhibit C"
- 6.) **City Limits:** The Vicinity Map (Exhibit C) includes the Boundaries of the City of Stevenson.
- 7.) **A review of the factors stated in RCW 36.93.170:** Under subsection (1) of said statute the population density of the proposed District is substantial, including, but not limited to, the City of Stevenson and some unincorporated areas surrounding Stevenson. The land uses within the proposed District are mostly residential, commercial (along SR 14), and timberland. The

topography of the District is somewhat varied. There are some critical areas including, but not limited to, Rock Creek and the Columbia River. The proposed District will not have an impact on zoning or development regulations. The Stevenson Community Pool (SCP) is located in an urban area with increasing population and is an ideally located facility. Under subsection (2) all utilities and municipal services are currently in place. The adequacy-of-services standard is met, and there is no effect on finances, debt structure, or contractual obligations of the affected governmental units. Under subsection (3): The Stevenson Community Pool has been in place for more than 40 years, so there will be no new impact on adjacent areas. Loss of the Stevenson Community Pool, however, will impact adjacent areas negatively both in regard to social and economic interests of the community and local governmental agencies.

8.) A review of the effect of proposed action upon the objectives set forth for the Boundary Review Board in RCW 36.93.180:

Preservation of natural neighborhoods and communities: The formation of a Metropolitan Park District whose sole intent is to govern and preserve the Community Pool will not alter the existing neighborhood pattern. Traffic will similarly remain as is.

Use of physical boundaries: The proposed District boundaries are constructed of five established election entities that cannot be disputed. There is no "island" of land that is not included in the District's proposed legal description.

Creation and preservation of logical service areas: This is not applicable to the formation of said District. No service areas will be impacted.

Prevention of abnormally irregular boundaries: The formation of these boundaries include the boundaries of the five voting precincts of Rock Creek, North Stevenson, South Stevenson, Maple View and Nelson Creek, and therefore cannot be considered irregular through precedence.

Discouragement of multiple incorporations etc.: Does not apply.

Dissolution of inactive special purpose districts: Does not apply.

Adjustment of impractical boundaries: As described above no adjustment of boundaries is needed.

Incorporation of unincorporated areas which are urban in character: there will be no additional incorporation due to the formation of this proposed District. Protection of agricultural lands: the proposed District will have no impact on agricultural lands.

9.) In accordance with RCW 36.93.120, permission to waive the filing fee of \$50.00 is requested.

10.) A certified copy of the minutes where proposal was accepted by the governmental unit:
See attached.

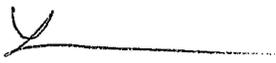
11.) A statement of the current status of environmental review for the proposed action including complete documentation of the environmental review to date. (NOTE: If a proposed action has been determined to be exempt, the statement required by this section must include the reason for such determination and a citation to the applicable WAC 197-11-305, 800 and 810 (SEPA Guidelines) (NOTE: Environmental review of the proposed action must be completed by the proponent prior to consideration of the proposed action by the Boundary Review Board).
The proposed District meets the categorical exemption under WAC 197-11-720 as it does not significantly affect the environment.

The total acreage of property involved in this proposed action is 17,339 acres, and the total assessed valuation of said property is \$246,216,100.

The proposed action received our preliminary approval on March 10th, 2020 . (NOTE: a resolution or ordinance implementing the proposed action must not be acted upon by the proponent until final written approval is issued by the Boundary Review Board). (Resolution 2020-16)

Notice, process and other communications regarding this action should be addressed to the private proponent of this action, if any, at: PAUL SPENCER - 360-223-5756

Respectfully submitted,

By: 

(City, Town or Special Purpose District)

By: 

(Chair of the Board of County Commissioners)



AUTHORIZATION TO PURCHASE

(FOR PURCHASE OF NON-BUDGETED TOOLS/EQUIPMENT OVER \$5,000.00)

SKAMANIA COUNTY

DATE OF REQUEST: 8/4/2020

ITEM REQUESTED FOR PURCHASE: Washer and Dryer Replacemnet for the Jail

PURPOSE OF ITEM TO BE PURCHASED: Clean and sanitize jail clothing and bedding for inmates.

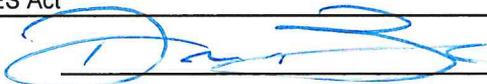
PROPOSED VENDOR: Washington Automated

APPROXIMATE AMOUNT OF PURCHASE: \$17,381.33

REQUESTED BY: Chief Waymire SUPERVISOR APPROVAL: Sheriff Brown

BUDGET OKAY: _____ SUPPLEMNTAL BUDGET YES

SOURCE OF FUNDING: CARES Act

DEPARTMENT HEAD APPROVAL: 

COMMISSIONER APPROVAL (2 Signatures required)

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Skamania County Sheriff Department	 Signature
<u>AGENDA DATE</u>	_____	
<u>SUBJECT</u>	Washington Automated Jail Washer and Dryer Replacement	
<u>ACTION REQUESTED</u>	Authorize agreement _____	

SUMMARY/BACKGROUND

Replace jail washer and dryer utilizing CARES funding.

FISCAL IMPACT

\$17,381.33

RECOMMENDATION

Sign agreement x 2

LIST ATTACHMENTS

Face sheet
Agreement x 2

EXECUTED on the day and year first written below.

SKAMANIA COUNTY SHERIFF



David S. Brown, Sheriff

Date: 8-5-20

BOARD OF COUNTY
COMMISSIONERS, Skamania Co., WA

Chairman

Commissioner

Commissioner

ATTEST:

Clerk to the Board

Approved as to form:

Prosecuting Attorney

Address for Notice:

David S. Brown, Sheriff
Skamania County Sheriff's Office
Post Office Box 790
Stevenson, WA 98648

Notes

Lease Option: Includes all service calls, parts, labor, and quarterly preventative maintenance for length of the term! Down payment of the first and last month installs the equipment.

5-year term: \$389/monthly

7-year term: \$329/monthly

10-year term: \$289/monthly

30% Deposit Due Upon Order of Equipment is waived, per conversation with customer and GM approval. Customer intends to pay the full amount of the order shortly after being invoiced, and prior to installation of equipment.

\$ n/a **DOWN PAYMENT**

Agreed and Approved By:

DAVID BROWN  8.5/20

Print

Signature

Date

Terms and Conditions

Note:

All utilities including electrical boxes, plumbing etc. within 3 feet of equipment (unobstructed) with proper hook-ups required for utility connections to be made during install. New construction projects utility hook-ups will be done by trades in accordance with local codes.

Terms:

Payment info: 30% down payment upon order of equipment. Balance due upon delivery/installation of equipment. Pricing reflected includes a 3% discount provided you pay by cash/check. Should you wish to use a credit card, the 3% discount will not apply and sales price will be increased by 3%.

Warranty:

90 day labor warranty on new equipment purchases. Continental has a 3-5 year parts warranty on commercial washers and dryers as well as light commercial homestyle equipment. Dexter has a 3-10 year parts warranty on commercial washers and tumblers. Refurbished/used equipment are 90 days parts and labor.

Financing:

Financing is available on Continental and Dexter laundry equipment. Manufacturer funding is quick and they have competitive rates. For more details contact your sales rep or visit the following websites: <https://www.cgilaundry.com/financing.html> or <https://www.dexterfinancial.com/financingprograms/dexter-laundry/>.

Notes

Lease Option: Includes all service calls, parts, labor, and quarterly preventative maintenance for length of the term! Down payment of the first and last month installs the equipment.

5-year term: \$389/monthly

7-year term: \$329/monthly

10-year term: \$289/monthly

30% Deposit Due Upon Order of Equipment is waived, per conversation with customer and GM approval. Customer intends to pay the full amount of the order shortly after being invoiced, and prior to installation of equipment.

\$ n/a **DOWN PAYMENT**

Agreed and Approved By:

David Brown



8/15/20

Print

Signature

Date

Terms and Conditions

Note:

All utilities including electrical boxes, plumbing etc. within 3 feet of equipment (unobstructed) with proper hook-ups required for utility connections to be made during install. New construction projects utility hook-ups will be done by trades in accordance with local codes.

Terms:

Payment info: 30% down payment upon order of equipment. Balance due upon delivery/installation of equipment. Pricing reflected includes a 3% discount provided you pay by cash/check. Should you wish to use a credit card, the 3% discount will not apply and sales price will be increased by 3%.

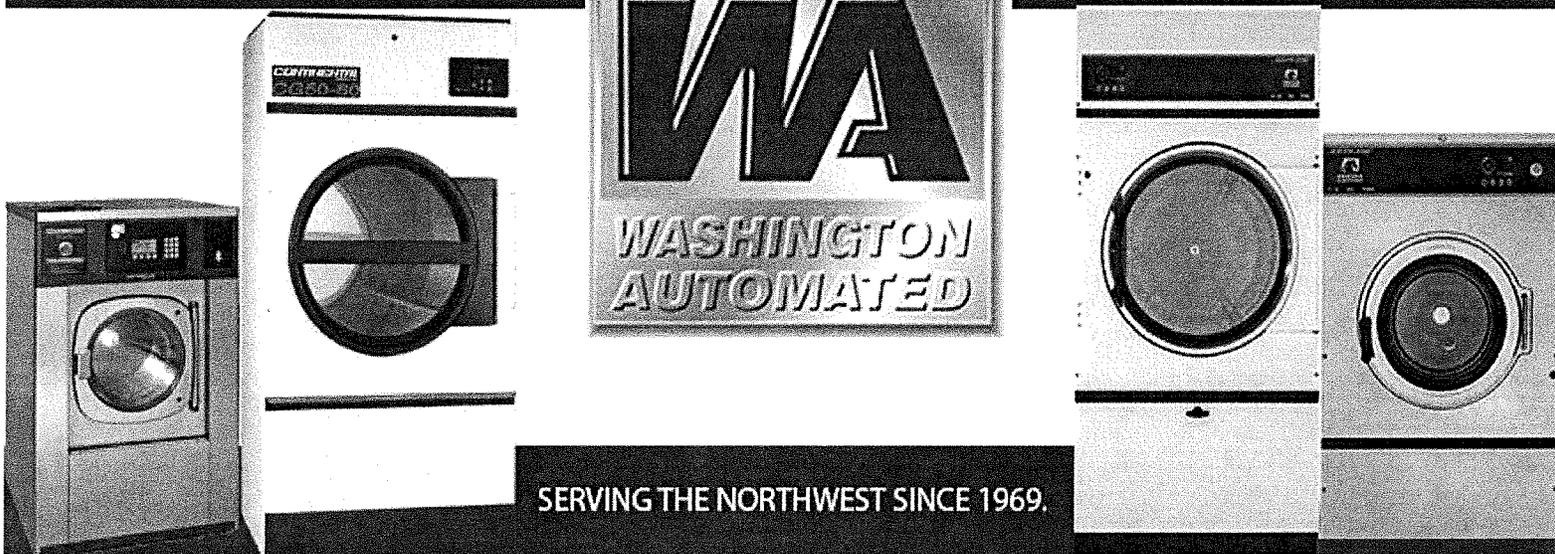
Warranty:

90 day labor warranty on new equipment purchases. Continental has a 3-5 year parts warranty on commercial washers and dryers as well as light commercial homestyle equipment. Dexter has a 3-10 year parts warranty on commercial washers and tumblers. Refurbished/used equipment are 90 days parts and labor.

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Manufacturer funding is quick and they have competitive rates. For more details contact your sales rep or visit the following websites: <https://www.cgilaundry.com/financing.html> or <https://www.dexterfinancial.com/financingprograms/dexter-laundry/>.



SERVING THE NORTHWEST SINCE 1969.

New Laundry Equipment - Best Option

Skamania County Sheriff's Office & Jail

David Waymire
Chief Deputy
200 Vancouver Ave
Stevenson , Washington 98648

Quote #WA-3512R5

August 4, 2020



Date: Aug 4, 2020

Quote #: WA-3512R5

Ship via: FOB

To: David Waymire
Chief Deputy
Skamania County Sheriff's Office & Jail
200 Vancouver Ave
Stevenson, Washington 98648

From: Andy Hutton
Territory Manager - Oregon
Washington Automated Inc
5801 23rd Drive W. Suite 103
Everett, WA 98203 US
425-743-7388
andy.hutton@washingtonautomated.com

Thank you for your inquiry.
If you have any further questions please get in touch.

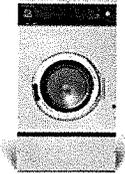
New Laundry Equipment - Best Option

Summary

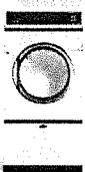
New Laundry Equipment - Best Option
Prices valid until Aug. 31, 2020

Configuration Name	Quantity	Price
T-650 Express O-Series	1	\$ 8,214.52
T-650 Base	1	\$ 374.75
T-50 (Rev) O-Series	1	\$ 4,833.58
Installation	1	\$ 1,970.00
Items Subtotal		\$ 15,392.85
Add Freight		\$ 745.80
Add Tax		\$ 1,242.68
TOTAL		\$ 17,381.33

Quote Details

Item	Part # / SKU	Description	Unit Price	QTY.	Extended Price
	WN0650XB-12E01X-SSKCS-USX	T-650 Express O-Series Dexter, 40# Washer/Extractor, O-Series Micro Control with 99 programmable cycles, color touch screen, Black Graphics, 200 G-Force Extract, 208-240/60/1 or 3.	\$ 8,214.52	1	\$ 8,214.52

Item	Part # / SKU	Description	Unit Price	QTY.	Extended Price
	BASE 8" T650X1	T-650 Base Dexter, 8" Single Steel Base for T650	\$ 374.75	1	\$ 374.75

Item	Part # / SKU	Description	Unit Price	QTY.	Extended Price
	DN0050ND-11E01A-WWKSG-USX	T-50 (Rev) O-Series Dexter, 50# Dryer/Tumbler, O-Series Micro Control with color touch screen, Natural Gas Heat, Black Graphics, Reversing, Moisture Sensing, Fire sensing, White Front, SS Door, 208-240/60/1.	\$ 4,833.58	1	\$ 4,833.58

Item	Part # / SKU	Description	Unit Price	QTY.	Extended Price
	Installation	Installation Delivery & installation to factory specifications by local distributor. Standard installation to include delivery, set in place, bolt/grout. Removal of old machine included.	\$ 1,970.00	1	\$ 1,970.00

Subtotal					\$ 15,392.85
Add Freight					\$ 745.80
Add Tax					\$ 1,242.68
TOTAL					\$ 17,381.33



AUTHORIZATION TO PURCHASE

(FOR PURCHASE OF NON-BUDGETED TOOLS/EQUIPMENT OVER \$5,000.00)

SKAMANIA COUNTY

DATE OF REQUEST: 8/4/2020

ITEM REQUESTED FOR PURCHASE: Washer and Dryer Replacemnet for the Jail

PURPOSE OF ITEM TO BE PURCHASED: Clean and sanitize jail clothing and bedding for inmates.

PROPOSED VENDOR: Washington Automated

APPROXIMATE AMOUNT OF PURCHASE: \$17,381.33

REQUESTED BY: Chief Waymire SUPERVISOR APPROVAL: Sheriff Brown

BUDGET OKAY: _____ SUPPLEMNTAL BUDGET YES

SOURCE OF FUNDING: CARES Act

DEPARTMENT HEAD APPROVAL: _____

COMMISSIONER APPROVAL (2 Signatures required)

AGREEMENT

NORTH COUNTRY EMERGENCY MEDICAL SERVICES

This Agreement is entered into between Skamania County, hereinafter referred to as the COUNTY, and North Country Emergency Medical Services, hereinafter referred to as NCEMS.

WHEREAS, Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 was enacted on October 30, 2000 and reauthorized on October 3, 2008 as part of Public Law 110-343; and

WHEREAS, Public Law 106-393, Section 301-302 is intended to help restore stability and predictability to the annual payments made to States and Counties containing National Forest Systems Lands and public domain lands managed by the Bureau of Land Management for use by the counties for the benefit of public schools, roads, and other purposes; and

WHEREAS, the County is authorized to administer these funds and both the COUNTY and NCEMS wishes to use these funds under Public Law 106-303, Title III of the Act, Section 302(a) Subsection (2) Authorized Uses; and

WHEREAS, the Secure Rural Schools Act (SRS) was reauthorized by Public Law 115-141 and signed into law by the President on March 23, 2018; and

WHEREAS, pursuant to RCW Chapter 39.34.030, this Agreement is designed to formalize the relationship between the parties.

NOW THEREFORE BE IT RESOLVED, pursuant to Public Law 106-393, Section 301-302 and RCW 39.34.030, NCEMS and the COUNTY hereby agree as follows:

1. **PURPOSE**

The purpose of this Agreement is to provide ambulance and rescue services staffed with trained emergency medical service employees within the boundaries of Skamania County Emergency Medical District #1, as depicted on the attached service map, with special emphasis on certain Mount St. Helens recreational areas during the months of July, August and early September. All other months NCEMS will respond from other stations as needed and available.

2. **RESPONSIBILITIES OF NCEMS**

A. Respond to medical emergencies occurring on Forest Service lands and roads within the boundaries of North Country Emergency Medical District #1, as depicted on the attached map:

1. Provide ambulance and/or rescue services, staffed with Emergency Medical Technicians, 365 days per year.

2. During the months of July, August and early September provide ambulance and rescue services from the Pine Creek Information Center.
 3. During all other months provide ambulance and rescue services as needed and available from other stations.
- B. Complete a written report on each official interaction with the public and compile it into an annual report of activities that occurred within the NCEMS area.
 - C. Provide proof of liability insurance in the amount of at least \$1,000,000 per incident and per occurrence. Said insurance shall list the COUNTY, its public officials, agents and employees, as a named as additionally insured.
 - D. Prepare and submit completed reports, requests for reimbursement and supporting documentation for review and approval in accordance with Section 3 of this Agreement.
 - E. Maintain records of the actual cost for providing services under this Agreement to help establish future costs.
 - F. Provide all other services outlined in 2020/2021 Title III Project Application.
 - G. Provide supervision, direction and training to reduce liability exposure up to and including harassment and discrimination and injury.

3. AWARD AND PAYMENT TERMS

This agreement shall be funded by Title III funds under Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 and reauthorized by Public Law 115-141 and signed into law by the President on March 23, 2018. Each Agency shall be responsible to provide through its budget the funds necessary to provide the services provided under this Agreement. The COUNTY and NCEMS shall each be responsible to establish and maintain a budget to implement this Agreement.

- A. The COUNTY will pay NCEMS no more than \$70,018.98 on a reimbursable basis for salaries and benefits, supplies, materials, contracted services, training and other operating costs.
- B. NCEMS shall submit a request for reimbursement at least quarterly.
- C. The COUNTY shall reimburse the NCEMS not more than monthly and at least quarterly within 30 days of receipt of an approved complete, and correct billing from NCEMS.
- D. NCEMS shall submit a final request for 2020/2021 contract reimbursement no later than July 6, 2021.

4. **AGREEMENT PERIOD**

This Agreement shall begin on July 1, 2020 and continue until June 30, 2021. This contract may be extended upon the mutual written consent of the parties.

5. **ADMINISTRATOR**

Pursuant to RCW 39.34.030(4), Debbie Slack shall serve as the administrator under this agreement for the COUNTY and Shaun Ford shall serve as the administrator under this agreement for the NCEMS.

6. **INSURANCE**

- A. NCEMS shall maintain in effect during the term of this Agreement and provide proof of liability insurance in the amount of at least \$1,000,000 per incident and per occurrence. Said insurance shall list the COUNTY, its public officials, agents and employees as named as additionally insured.
- B. In the event of non-renewal or cancellation of insurance or a material change in the insurance coverage required, either party shall give thirty (30) days written notice to the other party prior to the effective date of cancellation, change or non-renewal.

7. **NONDISCRIMINATION**

During the performance of this Agreement, both parties shall comply with the NCEMS's Nondiscrimination Plan and with all applicable federal, state, and local laws. Requirements of the NCEMS Nondiscrimination Plan are hereby incorporated by reference.

8. **DISPUTE RESOLUTION**

Disputes shall be determined by a Dispute Board in the following manner: Each party to this contract 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, contract terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial proceedings.

9. **TERMINATION**

Should either party fail to comply with the terms of this Agreement, the other party may terminate the Agreement by giving sixty (60) days written notice provided the breaching party shall be permitted to cure the breach within thirty (30) days of notice of the breach. Either party may terminate this Agreement with or without cause by giving the other party one hundred and eighty (180) days written notice. This agreement shall continue in full force and effect during the enumerated notice periods.

10. **INDEPENDENT CONTRACTOR**

Both parties shall act as independent contractors to the other for all services provided hereunder, and each party, its agents or employees shall not be deemed employees of the other party nor shall either party be deemed as participating in any other projects of the other party.

11. **ASSIGNMENT**

Except as provided herein, neither party may assign its duties and rights hereunder without the prior written consent of the other party.

12. **PROPERTY RIGHTS**

All written reports and other documents (other than documents containing private or confidential medical information) prepared by NCEMS in performance under this Agreement shall be copied to the COUNTY and shall be the joint property of NCEMS and the COUNTY. NCEMS agrees and grants to the COUNTY the right to reproduce, use, disclose all or any part of any report, data, or other information provided to the County pursuant to this paragraph.

13. **INDEMNIFICATION**

NCEMS shall indemnify, hold harmless, and defend the COUNTY, its officers and employees, against any and all liability, loss, cost, damages, expenses, claims or actions, including attorney's fees, to the extent arising out of any act or omission of NCEMS in the execution, performance, or failure to perform under this Agreement.

14. **ACQUISITION, HOLDING AND DISPOSITION OF ASSETS**

Except as expressly set forth in Section 12, no property or assets shall be held jointly between the parties to this Agreement. All property or assets acquired and utilized in furtherance of programs carried out by a party under this Agreement shall be the property of the party whose money was used to acquire the property. Upon the termination of participation of any party to this Agreement, that party shall be entitled to retain that property set over to it pursuant to the terms of this paragraph free from all claims of any other party.

15. NOTICES

FOR NORTH COUNTRY EMERGENCY MEDICAL SERVICES	FOR SKAMANIA COUNTY
<p><u>Notices should be sent to:</u> Shaun Ford, Chief North Country EMS P O Box 189 Yacolt, Washington 98675 Phone: 360-686-3271 E-mail: s.ford@northcountryems.org</p> <p><u>All payments should be sent to:</u> North Country EMS Attn: Kim Pitts P.O. Box 189 Yacolt, WA 98675</p>	<p><u>Notices and reimbursement requests should be sent to:</u> Skamania County Commissioners Attn: Debbie Slack P.O. Box 790 Stevenson, Washington 98648 Phone: 509-427-3700 E-mail: slack@co.skamania.wa.us</p>

Either party may change the address from time-to-time by providing written notice to the other in the manner set forth above. The postmark on any mailed notice shall be conclusively presumed to be the date of notice for purposes of this Agreement.

16. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in this Agreement or any other agreement, whether oral or written. This Agreement supercedes any prior written or oral agreement between the parties.

17. MODIFICATION

Any modifications to this agreement shall be in writing and signed by both parties.

18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any provision of this Agreement is found to be invalid or unenforceable, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to written, construed, and enforced as so limited.

19. WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

20. APPLICABLE LAW

The laws of the State of Washington shall govern this Agreement.

APPROVED this 11th day of August 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

**NORTH COUNTRY EMERGENCY
MEDICAL SERVICES**

Chair

Shaun Ford, Chief

Commissioner

Date: _____

Commissioner

ATTEST:

Debbie Slack
Clerk of the Board

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number 2019-2020

2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information: Contractor: Underwood Conservation District
Contact Person: Tova Tillinghast
Title: District Manager
Address: 170 NW Lincoln-Park Center Building
P.O. Box 96
Address: White Salmon, WA 98672
Phone: 509-493-1936

4. Brief description of purpose of the contract and County's contracted duties: Provide Firewise education, outreach and fuels reduction for Skamania County Residents.

5. Term of Contract: From: July 1, 2020 To: June 30, 2021

6. Contract Award Process: (Check appropriate box)

General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
Formal Sealed Bid Process (Purchase is over \$25,000)
Other Exempt (explain and provide RCW 36.32.250 & 39.04.155 RCW (Intergovernmental Service)

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

Small Works Roster (PW projects up to \$200,000)
Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Budget Committed in Current Year: \$24,000
Amount Not Budgeted in Current Year \$ -0- Source: _____
Total Non-County Funds Committed: \$24,000 Source: Title III
Total County Funds Committed: \$ -0-
TOTAL FUNDS COMMITTED: \$24,000

8. County Contact Person: Name: Robert Hamlin, Chair
Title: Board of Commissioners



9. Department Approval: _____
Department Head or Elected Official Signature

10. Special Comments: _____

AGREEMENT

UNDERWOOD CONSERVATION DISTRICT

This Agreement is entered into between Skamania County, hereinafter referred to as the COUNTY, and Underwood Conservation District, hereinafter referred to as UCD.

WHEREAS, Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 was enacted on October 30, 2000 and reauthorized on October 3, 2008 as part of Public Law 110-343; and

WHEREAS, Public Law 106-393, Section 301-302 is intended to help restore stability and predictability to the annual payments made to States and Counties containing National Forest Systems Lands and public domain lands managed by the Bureau of Land Management for use by the counties for the benefit of public schools, roads, and other purposes; and

WHEREAS, the COUNTY is authorized to administer these funds and both the COUNTY and UCD wishes to use these funds under Public Law 106-393, Title III of the Act, Section 302(a) Subsection (2) Authorized Uses; and

WHEREAS, the Secure Rural Schools Act (SRS) was reauthorized by Public Law 115-141 and signed by the President on March 23, 2018; and

WHEREAS, pursuant to RCW Chapter 39.34.030, this Agreement is designed to formalize the relationship between the parties.

NOW THEREFORE BE IT RESOLVED, pursuant to Public Law 106-393, Section 301-302 and RCW 39.34.030, UCD and the COUNTY hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide a Firewise program to help residents know what work to do to improve their defensible space and assist them in doing it by providing a direct approach to reduce wildfire hazards through landowner education, in-person technical assistance, public events, workshops and publications; an incentive program for residents needing to hire help in lowering wildfire risks; a mobile chipper service; youth summer forestry crew coordination on defensible space projects; and coordinating community-scale fuels reduction projects.

2. RESPONSIBILITIES OF UCD

- A. Provide landowner outreach and education by implementing projects to reduce wildfire hazards for residents, homeowners, and land managers, as outlined in the 2019 Title III Project Application and utilize Forest Youth Success involvement for Firewise Project assistance.
- B. Submit an annual report of activities that occurred in Skamania County;

- C. Prepare and submit completed reports, requests for reimbursement and supporting documentation for review and approval in accordance with Section 3 of this Agreement.
- D. Maintain records of the actual cost for providing services under this Agreement to help establish future costs.
- E. Provide all other services outlined in the 2020 Title III Project Application.
- F. Provide supervision, direction and training to reduce liability exposure up to and including harassment and discrimination and injury.

3. AWARD AND PAYMENT TERMS

This agreement shall be funded by Title III funds under Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 and reauthorized by Public Law 115-141 and signed by the President on March 23, 2018. on March 23, 2018 by Public Law 115-141. Each Agency shall be responsible to provide through its budget the funds necessary to provide the services provided under this Agreement. The COUNTY and UCD shall each be responsible to establish and maintain a budget to implement this Agreement.

- A. The COUNTY will pay the UCD no more than \$24,000 on a reimbursable basis for salaries and benefits, supplies, materials, contracted services, travel, training, and other out of pocket expenses.
- B. UCD shall submit a request for reimbursement at least quarterly.
- C. The COUNTY shall reimburse the UCD not more than monthly and at least quarterly within 30 days of receipt of an approved complete and correct billing from UCD.
- D. UCD shall submit a final request for June 2020 reimbursement no later than July 6, 2021.

4. AGREEMENT PERIOD

This Agreement shall begin on July 1, 2020 and continue until June 30, 2021. This contract may be extended upon the mutual written consent of the parties.

5. ADMINISTRATOR

Pursuant to RCW 39.34.030(4), Debbie Slack shall serve as the administrator under this agreement for the COUNTY and Tova Tillinghast shall serve as the administrator under this agreement for the UCD.

6. INSURANCE

- A. UCD shall maintain in effect during the term of this Agreement and provide proof of liability insurance in the amount of at least \$1,000,000 per incident and per

occurrence. Said insurance shall list the COUNTY, its public officials, agents and employees as named additionally insured.

- B. In the event of non-renewal or cancellation of insurance or a material change in the insurance coverage required, either party shall give thirty (30) days written notice to the other party prior to the effective date of cancellation, change or non-renewal.

7. **NONDISCRIMINATION**

During the performance of this Agreement, both parties shall comply with UCD'S Nondiscrimination Plan and with all applicable federal, state, and local laws. Requirements of UCD'S Nondiscrimination Plan are hereby incorporated by reference.

8. **DISPUTE RESOLUTION**

Disputes shall be determined by a Dispute Board in the following manner: Each party to this contract 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, contract terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial proceedings.

9. **TERMINATION**

Should either party fail to comply with the terms of this Agreement, the other party may terminate the Agreement by giving sixty (60) days written notice provided the breaching party shall be permitted to cure the breach within thirty (30) days of notice of the breach. Either party may terminate this Agreement with or without cause by giving; the other party one hundred and eighty (180) days written notice. This agreement shall continue in full force and effect during the enumerated notice periods.

10. **INDEPENDENT CONTRACTOR**

Both parties shall act as independent contractors to the other for all services provided hereunder, and each party, its agents or employees shall not be deemed employees of the other party nor shall either party be deemed as participating in any other projects of the other party.

11. **ASSIGNMENT**

Except as provided herein, neither party may assign its duties and rights hereunder without the prior written consent of the other party.

12. **PROPERTY RIGHTS**

All written reports and other documents prepared by UCD in performance under this Agreement shall be the property of the COUNTY. UCD agrees and grants to the COUNTY the right to reproduce, use, disclose all or any part of any report, data, or other information generated pursuant to this Agreement.

13. INDEMNIFICATION

UCD shall indemnify, hold harmless, and defend the COUNTY, its officers and employees, against any and all liability, loss, cost, damages, expenses, claims or actions, including attorney's fees, to the extent arising out of any act or omission of UCD in the execution, performance, or failure to perform under this Agreement.

14. ACQUISITION, HOLDING AND DISPOSITION OF ASSETS

Except as expressly set forth in Section 12, no property or assets shall be held jointly between the parties to this Agreement. All property or assets acquired and utilized in furtherance of programs carried out by a party under this Agreement shall be the property of the party whose money was used to acquire the property. Upon the termination of participation of any party to this Agreement, that party shall be entitled to retain that property set over to it pursuant to the terms of this paragraph free from all claims of any other party.

15. NOTICES - REIMBURSEMENT

UNDERWOOD CONSERVATION DISTRICT	FOR SKAMANIA COUNTY
<u>Notices and payments should be sent to:</u> Underwood Conservation District Attn: Tova Tillinghast P O Box 96 White Salmon, Washington 98672 Phone: 509-493-1936 E-mail: tovatillinghast@gorge.net	<u>Notices and reimbursement requests should be sent to:</u> Skamania County Commissioners Attn: Debbie Slack P.O. Box 790 Stevenson, Washington 98648 Phone: 509-427-3700 E-mail: slack@co.skamania.wa.us

Either party may change the address from time-to-time by providing written notice to the other in the manner set forth above. The postmark on any mailed notice shall be conclusively presumed to be the date of notice for purposes of this Agreement.

16. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in this Agreement or any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

17. MODIFICATION

Any modifications to this agreement shall be in writing and signed by both parties.

18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any

provision of this Agreement is found to be invalid or unenforceable, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to written, construed, and enforced as so limited.

19. WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

20. APPLICABLE LAW

The laws of the State of Washington shall govern this Agreement.

APPROVED this 11th day of August 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

**UNDERWOOD CONSERVATION
DISTRICT**

Chair

Tova Tillinghast, Director

Commissioner

Date: _____

Commissioner

ATTEST:

APPROVED AS TO FORM ONLY:

Clerk of the Board

Prosecuting Attorney

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number 2020-2021

2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information: Contractor: Skamania County Emergency Medical Services
Contact Person: Ann Lueders
Title: Superintendent
Address: PO Box 338
Address: Stevenson, WA 98648
Phone: 509-427-5065

4. Brief description of purpose of the contract and County's contracted duties: Provide emergency medical services, rescue and ambulance transport services, and associated training on all Forest Service lands outside of the boundaries of Skamania County Emergency Medical District.

5. Term of Contract: From: July 1, 2020 To: June 30, 2021

6. Contract Award Process: (Check appropriate box)
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- This contract was awarded under RCW 39.34

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Amount Budgeted in Current Year: \$41,667
Amount Not Budgeted in Current Year: \$-0- Source: _____
Total Non-County Funds Committed: \$41,667 Source: Title III
Total County Funds Committed: \$-0-
TOTAL FUNDS COMMITTED: \$41,667

8. County Contact Person: Name: Robert Hamlin, Chair
Title: Board of Commissioners

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments:

AGREEMENT
SKAMANIA COUNTY PUBLIC HOSPITAL DISTRICT
dba SKAMANIA COUNTY EMERGENCY MEDICAL SERVICES

THIS AGREEMENT is entered into between Skamania County, hereinafter referred to as the COUNTY, and Skamania County Emergency Medical Services, hereinafter referred to as SCEMS.

WHEREAS, Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 was enacted on October 30, 2000 and reauthorized on October 3, 2008 as part of Public Law 110-343; and

WHEREAS, Public Law 106-393, Section 301-302 is intended to help restore stability and predictability to the annual payments made to States and Counties containing National Forest Systems Lands and public domain lands managed by the Bureau of Land Management for use by the counties for the benefit of public schools, roads, and other purposes; and

WHEREAS, the County is authorized to administer these funds and both the COUNTY and SCEMS wishes to use these funds under Public Law 106-393, Title III of the Act, Section 302(a) Subsection (2) Authorized Uses; and

WHEREAS, the Secure Rural Schools Act (SRS) was reauthorized by Public Law 115-141 and signed into law by the President on March 23, 2018; and

WHEREAS, pursuant to RCW Chapter 39.34.030, this Agreement is designed to formalize the relationship between the parties.

NOW THEREFORE BE IT RESOLVED, pursuant to Public Law 106-393, Section 301-302 and RCW 39.34.030, the COUNTY and SCEMS hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide emergency medical services, rescue and ambulance transport services, and associated training as listed in the Project Work Plan (included in the attached project application), on all Forest Service lands outside of the boundaries of Skamania County Emergency Medical District.

2. RESPONSIBILITIES OF SCEMS

- A. Provide response to calls for Advanced Life Support (ALS) medical transport, motor vehicle extrication, rope rescue, trail/overland rescue, ambulance transport, and other emergency response activities performed on the national forest; and necessary and adequate equipment, vehicles, training, and emergency personnel for response to an incident scene.
- B. Complete a written report on each official interaction with the public and compile it into an annual report of activities that occurred within the SCEMS District.

- C. Provide proof of liability insurance in the amount of at least \$1,000,000 per incident and per occurrence. Said insurance shall list the COUNTY, its public officials, agents and employees, as a named as additionally insured.
- D. Prepare and submit completed reports, requests for reimbursement and supporting documentation for review and approval in accordance with Section 3 of this Agreement.
- E. Maintain records of the actual cost for providing services under this Agreement to help establish future costs.
- F. Provide all other services outlined in 2020/2021 Title III Project Application.
- G. Provide supervision, direction and training to reduce liability exposure up to and including harassment and discrimination and injury.

3. AWARD AND PAYMENT TERMS

This agreement shall be funded by Title III funds under Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000, reauthorized by Public Law 115-141 and signed into law by the President on March 23, 2018. Each Agency shall be responsible to provide through its budget, the funds necessary to provide the services provided under this Agreement. The COUNTY and SCEMS shall each be responsible to establish and maintain a budget to implement this Agreement.

- A. The COUNTY will pay the SCEMS no more than \$41,667 on a reimbursable basis for salaries and benefits, supplies, materials, training, travel, contracted services, and other operating costs.
- B. SCEMS shall submit a request for reimbursement at least bi-annually.
- C. The COUNTY shall reimburse the SCEMS at least bi-annually, and within 30 days of receipt of an approved complete, and correct billing from SCEMS.
- D. SCEMS shall submit the final request for the 2020/2021 contract reimbursement no later than July 6, 2021.

4. AGREEMENT PERIOD

This Agreement shall begin on July 1, 2020 and continue until June 30, 2021. This agreement may be extended upon the mutual written consent of the parties.

5. ADMINISTRATOR

Pursuant to RCW 39.34.030(4), Debbie Slack shall serve as the administrator under this agreement for the COUNTY and Ann Lueders shall serve as the administrator under this agreement for the SCEMS.

6. INSURANCE

- A. SCEMS shall maintain in effect during the term of this Agreement and provide proof of liability insurance in the amount of at least \$1,000,000 per incident and per occurrence. Said insurance shall list the COUNTY, its public officials, agents and employees as named as additionally insured.
- B. In the event of non-renewal or cancellation of insurance or a material change in the insurance coverage required, either party shall give thirty (30) days written notice to the other party prior to the effective date of cancellation, change or non-renewal.

7. NONDISCRIMINATION

During the performance of this Agreement, both parties shall comply with the SCEMS's Nondiscrimination Plan and with all applicable federal, state, and local laws. Requirements of the SCEMS Nondiscrimination Plan are hereby incorporated by reference.

8. DISPUTE RESOLUTION

Disputes shall be determined by a Dispute Board in the following manner: Each party to this contract 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, contract terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial proceedings.

9. TERMINATION

Should either party fail to comply with the terms of this Agreement, the other party may terminate the Agreement by giving sixty (60) days written notice provided the breaching party shall be permitted to cure the breach within thirty (30) days of notice of the breach. Either party may terminate this Agreement with or without cause by giving; the other party one hundred and eighty (180) days written notice. This agreement shall continue in full force and effect during the enumerated notice periods.

10. INDEPENDENT CONTRACTOR

Both parties shall act as independent contractors to the other for all services provided hereunder, and each party, its agents or employees shall not be deemed employees of the other party nor shall either party be deemed as participating in any other projects of the other party.

11. ASSIGNMENT

Except as provided herein, neither party may assign its duties and rights hereunder without the prior written consent of the other party.

12. PROPERTY RIGHTS

All written reports and other documents (other than documents containing private or confidential medical information) prepared by SCEMS in performance under this Agreement shall be copied to the COUNTY and shall be the joint property of SCEMS and the COUNTY. SCEMS agrees and grants to the COUNTY the right to reproduce, use, disclose all or any part of any report, data, or other information provided to the County pursuant to this paragraph.

13. INDEMNIFICATION

SCEMS shall indemnify, hold harmless, and defend the COUNTY, its officers and employees, against any and all liability, loss, cost, damages, expenses, claims or actions, including attorney’s fees, to the extent arising out of any act or omission of SCEMS in the execution, performance, or failure to perform under this Agreement.

14. ACQUISITION, HOLDING AND DISPOSITION OF ASSETS

Except as expressly set forth in Section 12, no property or assets shall be held jointly between the parties to this Agreement. All property or assets acquired and utilized in furtherance of programs carried out by a party under this Agreement shall be the property of the party whose money was used to acquire the property. Upon the termination of participation of any party to this Agreement, that party shall be entitled to retain that property set over to it pursuant to the terms of this paragraph free from all claims of any other party.

15. NOTICES

FOR SKAMANIA COUNTY EMERGENCY MEDICAL SERVICES	FOR SKAMANIA COUNTY
<p>Notices and payments should be sent to: Ann Lueders, Superintendent Skamania County EMS P.O. Box 338 Stevenson, WA 98648 Phone: 509-427-5065 E-mail: annlueders@skamaniaems.com</p>	<p>Notices and reimbursement requests should be sent to: Skamania County Commissioners Attn: Debbie Slack P.O. Box 790 Stevenson, Washington 98648 Phone: 509-427-3700 E-mail: slack@co.skamania.wa.us</p>

Either party may change the address from time-to-time by providing written notice to the other in the manner set forth above. The postmark on any mailed notice shall be conclusively presumed to be the date of notice for purposes of this Agreement.

16. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in this Agreement or any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

17. MODIFICATION

Skamania County reserves the right to modify Section 3 Payment Award and Terms of this Agreement due to unknown exact carryover funds at the time of contract award. Any modifications to this agreement shall be in writing and signed by both parties.

18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any provision of this Agreement is found to be invalid or unenforceable, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to written, construed, and enforced as so limited.

19. WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

20. APPLICABLE LAW

The laws of the State of Washington shall govern this Agreement.

APPROVED this 11th day of August 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

**SKAMANIA COUNTY PUBLIC
HOSPITAL DISTRICT dba SKAMANIA
COUNTY EMERGENCY MEDICAL
SERVICES**

Chair

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

ATTEST:

APPROVED AS TO FORM ONLY:

Debbie Slack
Clerk of the Board

Adam Kick, Prosecuting Attorney

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number 2020-2021

2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information: Contractor: Skamania County Sheriff
Contact Person: David S. Brown
Title: Sheriff
Address: PO Box 790
Address: Stevenson, WA 98648

4. Brief description of purpose of the contract and County’s contracted duties: Maintain Road Deputy wages and overtime, including maintenance and replacement of support equipment and services utilized to provide response to emergencies including Search and Rescue missions upon National Forest Lands and Gorge Scenic Area in Skamania County. SAR Coordinator Deputies will maintain appropriate training in Search and Rescue Coordination, emergency medical treatment and nationally recognized ICS and NIMS training, allowing for officers to be utilized in a command level position at the scene of incidents related to Search and Rescue, wildfires, and other emergencies.

5. Term of Contract: From: July 1, 2020 To: June 30, 2021

6. Contract Award Process: (Check appropriate box)
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

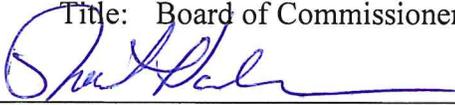
- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- Other Exempt (explain and provide RCW) 39.34 RCW

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Budget Committed in Current Year: \$62,700
Amount Not Budgeted in Current Year \$ -0-
Total Non-County Funds Committed: \$62,700 Source: Title III
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$62,700

8. County Contact Person: Name: Robert Hamlin, Chair
Title: Board of Commissioners

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: _____

**AGREEMENT
SKAMANIA COUNTY SHERIFF**

THIS AGREEMENT is entered into between Skamania County, hereinafter referred to as the COUNTY, and Skamania County Sheriff, hereinafter referred to as SCS.

WHEREAS, Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 was enacted on October 30, 2000 and reauthorized on October 3, 2008 as part of Public Law 110-343; and

WHEREAS, Public Law 106-393, Section 301-302 is intended to help restore stability and predictability to the annual payments made to States and Counties containing National Forest Systems Lands and public domain lands managed by the Bureau of Land Management for use by the counties for the benefit of public schools, roads, and other purposes; and

WHEREAS, the County is authorized to administer these funds and both the COUNTY and SCS wishes to use these funds under Public Law 106-303, Title III of the Act, Section 302(a) Subsection (2) Authorized Uses; and

WHEREAS, the Secure Rural Schools Act (SRS) was reauthorized by Public Law 115-141 and signed by the President on March 23, 2018; and

WHEREAS, pursuant to RCW Chapter 39.34.030, this Agreement is designed to formalize the relationship between the parties.

NOW THEREFORE BE IT RESOLVED, pursuant to Public Law 106-393, Section 301-302 and RCW 39.34.030, the COUNTY and SCS hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is to enhance and improve the response capabilities of law enforcement services, including search and rescue, wildfire, and other emergencies in the Gifford Pinchot National Forest and Columbia River Gorge National Scenic Area.

2. RESPONSIBILITIES OF SCS

- A. Provide initial response to medical calls, reported wildfires and provide other emergency services.
- B. Provide necessary and adequate equipment and vehicles to properly transport volunteer search and rescue emergency personnel and equipment to an incident scene.
- C. Prepare and submit completed reports, requests for reimbursement and supporting documentation for review and approval in accordance with Section 3 of this Agreement.
- D. Provide all other services outlined in the 2020/2021 Title III Project Application.

3. AWARD AND PAYMENT TERMS

This agreement shall be funded by Title III funds under Public Law 106-393 Secure Rural Schools and Community Self-Determination Act of 2000 and reauthorized by Public Law 115-141 and signed by the President on March 23, 2018. Each Agency shall be responsible to provide through its budget the funds necessary to provide the services provided under this Agreement. The COUNTY and SCS shall each be responsible to establish and maintain a budget to implement this Agreement.

- A. The COUNTY will pay the SCS no more than \$62,700 on a reimbursable basis for salaries and benefits, supplies, materials, contracted services, travel, training and other operating costs.
- B. SCS shall submit a request for reimbursement at least quarterly.
- C. The COUNTY shall reimburse the SCS not more than monthly and at least quarterly within 30 days of receipt of an approved complete and correct billing from SCS. The COUNTY will submit an operating transfer letter signed by the Board of Commissioners' Chair or designee to the Treasurer's office to transfer the reimbursement from the Title III fund to the Sheriff's Current Expense budget.
- D. SCS shall submit a final request for June 2021 reimbursement no later than July 6, 2021.

4. AGREEMENT PERIOD

This Agreement shall begin on July 1, 2020 and continue until June 30, 2021. This agreement may be extended upon the mutual written consent of the parties.

5. ADMINISTRATOR:

Pursuant to RCW 39.34.030(4), Debbie Slack shall serve as the administrator under this agreement for the COUNTY and Jason Fritz shall serve as the administrator under this agreement for the SCS.

6. TERMINATION

Either party may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

7. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in this Agreement or any other agreement, whether oral or written. This Agreement supercedes any prior written or oral agreement between the parties.

APPROVED this 11th day of August 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

SKAMANIA COUNTY SHERIFF

Chair

David S. Brown, Sheriff

Commissioner

Date: _____

Commissioner

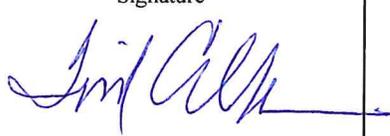
ATTEST:

Debbie Slack
Clerk of the Board

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	PUBLIC WORKS – County Road Department	Signature
<u>AGENDA DATE</u>	August 12, 2020	
<u>SUBJECT</u>	County Vehicle Radios	
<u>ACTION REQUESTED</u>	<u>Approve</u>	

SUMMARY/BACKGROUND

Purchase 8 APX8500 All Band HP Mobile 100-watt radios for County Road vehicles

FISCAL IMPACT

\$36,858.13

RECOMMENDATION

Approve

LIST ATTACHMENTS

Purchase Order – Motorola Solutions
Quote
NASPO ValuePoint Master Agreement

PURCHASE ORDER
TO : MOTOROLA SOLUTIONS

ULTIMATE DESTINATION:
Address 170 NW VANCOUVER AVE
City/State/Zip STEVENSON, WA 98648

BILL TO
Customer SKAMANIA COUNTY
Address PO BOX 1009
City, State STEVENSON, WA
Zip 98648
Contact Jennifer Deskin
Phone (509) 427-3910

SHIP TO
Customer SKAMANIA COUNTY
Address 170 NW VANCOUVER AVE
City, State STEVENSON, WA
Zip 98648
Contact Jennifer Deskin
Phone (509) 427-3910

NOTES Please refer to quote QU0000510673 for radio configuration.

LINE	MFG	PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	MOTOROLA	M37TXS9PW1AN	APX8500 ALL BAND HP MOBILE	8	\$4,277.87	\$ 34,222.96
2		WA Sales Tax	ESTIMATED SALES TAX	0.077	\$34,222.96	\$ 2,635.17
3						\$ -
4						\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -

FREQUENCY / CODING INFORMATION

LINE	QTY	TX FREQ	TX PL	RX FREQ	RX PL	A	B	C	D

PURCHASE ORDER #

PO #:
Deskin08052020

FORM OF PAYMENT

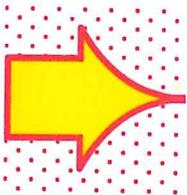
NASPO ValuePoint
NET 30

EQUIP TOTAL	\$ 36,858.13
SHIPPING	
SUB TOTAL	\$ 36,858.13
TAX CODE 600	
TAX	\$ -
GRAND TOTAL	\$ 36,858.13

Signature: _____

DATE 08/05/2020

Robert Hamlen, Chair





Quote Number: QU0000510673
 Effective: 03 AUG 2020
 Effective To: 02 OCT 2020

Bill-To:
 SKAMANIA COUNTY
 PO BOX 1009
 STEVENSON, WA 98648
 United States

Ultimate Destination:
 SKAMANIA COUNTY
 170 NW VANCOUVER AVE
 STEVENSON, WA 98648
 United States

Attention:
Name: Jennifer Deskin
Phone: (509) 427-3910

Sales Contact:
Name: Cameron Lougee
Email: clougee@daywireless.com
Phone: (541) 731-7046

Contract Number: NASPO ValuePoint
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
l	8	M37TXS9PW1AN	APX8500 ALL BAND HP MOBILE	\$5,795.00	\$4,277.87	\$34,222.96
la	8	G48BB	ENH: CONVENTIONAL OPERATION			
lb	8	B18CR	ADD: AUXILIARY SPKR 7.5 WATT			
lc	8	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	-	-	-
ld	8	GA05507AA	DEL: DELETE 7/800MHZ BAND			
le	8	GA05508AA	DEL: DELETE VHF BAND			
lf	8	GA01513AA	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)			
lg	8	W22BA	ADD: STD PALM MICROPHONE APX			
lh	8	G78AT	ADD: 3Y ESSENTIAL SERVICE			
li	8	G241AW	ENH: SOFTWARE ASTRO READY (ANALOG) APX	-	-	-
lj	8	G442AJ	ADD: O5 CONTROL HEAD			
lk	8	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-

Total Quote in USD \$34,222.96

- PO Issued to Motorola Solutions Inc. must:
- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
 - >Have a PO Number/Contract Number & Date
 - >Identify "Motorola Solutions Inc." as the Vendor
 - >Have Payment Terms or Contract Number
 - >Be issued in the Legal Entity's Name
 - >Include a Bill-To Address with a Contact Name and Phone Number
 - >Include a Ship-To Address with a Contact Name and Phone Number
 - >Include an Ultimate Address (only if different than the Ship-To)
 - >Be Greater than or Equal to the Value of the Order
 - >Be in a Non-Editable Format
 - >Identify Tax Exemption Status (where applicable)
 - >Include a Signature (as Required)

PURCHASE ORDER
TO : MOTOROLA SOLUTIONS

ULTIMATE DESTINATION:
Address 170 NW VANCOUVER AVE
City/State/Zip STEVENSON, WA 98648

BILL TO
Customer SKAMANIA COUNTY
Address PO BOX 1009
City, State STEVENSON, WA
Zip 98648
Contact Jennifer Deskin
Phone (509) 427-3910

SHIP TO
Customer SKAMANIA COUNTY
Address 170 NW VANCOUVER AVE
City, State STEVENSON, WA
Zip 98648
Contact Jennifer Deskin
Phone (509) 427-3910

NOTES

Please refer to quote QU0000510673 for radio configuration.

LINE	MFG	PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
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3						\$ -
4						\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -

FREQUENCY / CODING INFORMATION

LINE	QTY	TX FREQ	TX PL	RX FREQ	RX PL	A	B	C	D

PURCHASE ORDER #

PO #:
Deskin08052020

FORM OF PAYMENT

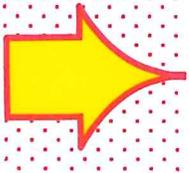
NASPO ValuePoint
NET 30

EQUIP TOTAL	\$ 36,858.13
SHIPPING	
SUB TOTAL	\$ 36,858.13
TAX CODE 600	
TAX	\$ -
GRAND TOTAL	\$ 36,858.13

Signature: _____

Robert Hamlin, Chair

DATE 08/05/2020





Quote Number: QU0000510673

Effective: 03 AUG 2020

Effective To: 02 OCT 2020

Bill-To:

SKAMANIA COUNTY
PO BOX 1009
STEVENSON, WA 98648
United States

Ultimate Destination:

SKAMANIA COUNTY
170 NW VANCOUVER AVE
STEVENSON, WA 98648
United States

Attention:

Name: Jennifer Deskin
Phone: (509) 427-3910

Sales Contact:

Name: Cameron Lougee
Email: clougee@daywireless.com
Phone: (541) 731-7046

Contract Number: NASPO ValuePoint

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
l	8	M37TXS9PW1AN	APX8500 ALL BAND HP MOBILE	\$5,795.00	\$4,277.87	\$34,222.96
la	8	G48BB	ENH: CONVENTIONAL OPERATION			
lb	8	B18CR	ADD: AUXILIARY SPKR 7.5 WATT			
lc	8	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	-	-	-
ld	8	GA05507AA	DEL: DELETE 7/800MHZ BAND			
le	8	GA05508AA	DEL: DELETE VHF BAND			
lf	8	GA01513AA	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)			
lg	8	W22BA	ADD: STD PALM MICROPHONE APX			
lh	8	G78AT	ADD: 3Y ESSENTIAL SERVICE			
li	8	G241AW	ENH: SOFTWARE ASTRO READY (ANALOG) APX	-	-	-
lj	8	G442AJ	ADD: O5 CONTROL HEAD			
lk	8	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-

Total Quote in USD

\$34,222.96

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

**PARTICIPATING ADDENDUM
 NASPO ValuePoint (formerly WSCA-NASPO)
 Public Safety Communication Equipment 06913
 Lead by the State of Washington (hereinafter "Lead State")**

**Motorola Solutions
 (hereinafter "Contractor")**

And

**Washington
 (hereinafter "Participating State")**

1. Scope

This addendum covers the purchase of public safety communication equipment and is for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded the following categories:

Category: Radios	
Subcategory: Portable, Dual-Band	Subcategory: Mobile, Single-Band tier II
Subcategory: Portable, Single-Band tier I	Subcategory: Mobile, Single-Band tier III
Subcategory: Portable, Single-Band tier II	Subcategory: Desktop, Dual-Band
Subcategory: Portable, Single-Band tier III	Subcategory: Desktop, Single-Band tier I
Subcategory: Mobile, Dual-Band	Subcategory: Desktop, Single-Band tier II
Subcategory: Mobile, Single-Band tier I	
Category: Base Stations/Repeaters: Single-Band tier I	
Category: Base Station/Repeaters, Single-Band tier II	
Category: Mobile Radio Antennas	

2. Participation

Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement

3.1. Management fee

Contractor will pay a management fee of 0.74 percent to DES on all state contract sales. The management fee must be rolled into the contractor's current pricing, and not shown as a separate line item on an invoice.

DES may increase, reduce or eliminate the management fee, and reserves the right to negotiate contract pricing with the contractor when adjustment of the management fee might justify an

increase in pricing. Written notifications of the management fee by DES become effective for new purchases or new change orders to existing purchases 30 calendar days after notification unless DES grants additional time.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all management fees have been paid. Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the management fee, may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

The management fee does not include or supersede fee terms owed to other entities such as the National Association of State Procurement Officials (NASPO) or governmental entities other than the state of Washington.

Management fee payment must reference the contract number, work request number (if applicable), the year and quarter for which the management fee is being remitted, and the contractor's name as it is known to DES, if not already included on the face of the check. All payments are sent to:

Washington State Department of Enterprise Services
Finance Department
1500 Jefferson St. S.E.
PO Box 41460
Olympia, WA 98504-1460

3.2. Contract usage report

The management fee will be based on total contract usage (sales), which must be reported quarterly by the contractor in the Contract Sales Reporting System. DES will provide a login password and a vendor number.

For each report, contractor must identify every purchaser who has made purchases during the reporting period. The "Miscellaneous" option may be used only with prior approval by DES, and use of this option without prior approval by DES may be cause for contract termination. Refer sales reporting questions to the Contract Administrator.

Due date: Reports must be submitted electronically within 30 days after the end of the calendar quarter: no later than April 30, July 31, October 31 and January 31.

Failure to provide reports in accordance with the schedule above may be cause for contract termination.

3.3. Other required term contract reports

DES may require the contractor to provide a detailed annual contract sales history report. This report, if requested, will include at a minimum, but is not limited to: product description, part number or other product identifier, per unit quantities sold, and contract price. This report must be provided to DES in an electronic format that can be read by MS Excel. Unless the solicitation specifies otherwise, all other required reports will be designed and approved by the parties by mutual agreement.

3.4. Common vendor-registration and bid-notification system

Contractor shall be registered in the state's common vendor registration and bid notification system, RCW 39.29.006, known as Washington's Electronic Business Solution (WEBS), at www.ga.wa.gov/webs. Contractors already registered need not re-register. It is the sole responsibility of contractor to properly register and maintain an accurate vendor profile.

3.5.

Statewide Payee Desk

Contractors must register with the Washington Statewide Payee Desk, maintained by DES, in order to be paid for contract sales. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.

3.6. Contractor qualifications and requirements

DES reserves the right to require receipt of proof of compliance with any of the requirements in this section within ten (10) calendar days from the date of request, and to terminate this contract as a material breach for noncompliance with any requirement of this paragraph. Contractor shall maintain compliance with these requirements throughout the life of this contract.

a. Hours of labor

In compliance with RCW 49.28, contractor agrees that no worker, laborer, or mechanic in the employ of the contractor or subcontractor shall be permitted or required to work more than eight (8) hours in any one calendar day, or forty (40) hours in any one calendar week. However, in cases of extraordinary emergency such as danger to life or property, the hours of work may be extended but in such cases the rate of pay for time employed in excess of the above shall be at the prevailing overtime rate of pay. Except, contracts will not require the payment of overtime rates for the first two hours worked in excess of eight (8) hours per day when the employer has obtained the employee's agreement (as defined in WAC 296-127-022) to work a four-day, ten-hour work week.

3.7. Delivery requirements

a. Hazardous materials:

Consistent with WAC 296-839, all manufacturers and distributors of hazardous substances, including any of the items listed in this contract, must include a complete material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

- The identity of the hazardous material,
- Appropriate hazard warnings, and
- Name and address of the chemical manufacturer, importer, or other responsible party

The Department of Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment pending receipt of a legible copy of MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

3.8. Taxes, fees and licenses

a. Ferry vessel exemption (as applicable)

Orders for tangible personal property which become a component part of ferry vessels of the State of Washington or local government units in the State of Washington are exempt from use tax under RCW 82.12.0279.

3.9.

General Provisions

a. 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.

b. Immunity and hold harmless

To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless state, agencies of state and all officials, agents and employees of state (the "Indemnified Parties"), from and against all claims for bodily injury, death or damage to property. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the Indemnified Parties for any claim arising out of or incident to contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the Indemnified Parties only to the extent claim is caused in whole or in part by negligent, reckless or willful acts or omissions of contractor, its agents, employees, representatives, or any subcontractor or its employees.

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

3.10. Insurance

The following are general insurance provisions for the State of Washington. Additional requirements specific to a good/service may be detailed elsewhere in a solicitation or its appendices.

a. General requirements

Contractor shall, at its own expense, obtain and keep in force insurance as follows until completion of the contract. Upon request, contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Contractor shall furnish separate Certificates of Insurance for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

b. Specific requirements

Employer's Liability (Stop Gap): The contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the contractor or their employees for services performed under the terms of this contract.

Commercial General Liability Insurance: The contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall

cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance and the loss does not arise from or caused by the negligence of the State of Washington, its employees or agents.

The limits of liability insurance shall not be less than as follows:

General aggregate limits (other than products-completed operations)	\$2,000,000
Products-completed operations aggregate	\$2,000,000
Personal and advertising injury aggregate	\$1,000,000
Each occurrence (applies to all of the above)	\$1,000,000
Fire damage limit (per occurrence)	\$50,000
Medical expense limit (any one person)	\$5,000

c. Business Auto Policy (BAP)

In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, , and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

d. Additional insurance provisions

All above insurance policies shall include, but not be limited to, the following provisions:

Additional insured:

The State of Washington and all authorized purchasers shall be named as an additional insured on all general liability, umbrella, excess, policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy cancellation/Non-renewal:

For insurers subject to Chapter 48.18 RCW (admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee 45 calendar days prior to cancellation or any material change to the policy as it relates to this contract. Written notice shall include the affected contract reference number.

e. Surplus lines

For insurers subject to Chapter 48.15 RCW (Surplus Lines) a written notice shall be given to the director of purchasing or designee 20 calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract. Written notice shall include the affected contract reference number.

Cancellation for non-payment of premium:

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee ten (10) calendar days prior to cancellation. Written notice shall include the affected contract reference number.

Identification:

Policy(ies) and certificates of insurance shall include the affected contract reference number.

f. Insurance carrier rating

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

g. Limit adjustments

The state reserves the right to increase or decrease limits as appropriate.

3.11. Industrial Insurance Coverage

The contractor shall comply with the provisions of Title 51 RCW Industrial Insurance. If the contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DES may terminate this contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the contractor.

4. Primary Contacts

The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor

Name	Lisa M. Vasquez
Address	613 Lakefair PI N Salem, OR 97303
Telephone	(503) 720-4725
Fax	(971)599-5771
E-mail	lisa.vasquez@motorolasolutions.com

Participating Entity

Name	Neva Peckham
Address	1500 Jefferson Street SE Olympia, WA 98501
Telephone	(360) 407-9411
Fax	(360) 586-2426
E-mail	neva.peckham@des.wa.gov

5. Subcontractors

All Motorola Solutions dealers/resellers/distributors authorized in the State Washington, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO Master Agreement. Motorola Solutions dealer's/resellers/distributors participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Purchase Order Instructions

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract # 06913 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized dealers/resellers/distributors so they can arrange for proper ordering and installation of your equipment. During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services).

7. Price Agreement Number

All purchase orders issued by purchasing entities, within the jurisdiction of this participating addendum, shall be made out to Motorola Solutions and will include the Participating State contract number: **06913** and the Lead State Master Agreement number: 06913.

8. Individual Customer

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 06913 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master

Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Washington	Contractor: Motorola Solutions
By: <i>See email Attached</i>	By: <i>T. Boettcher</i>
Name: Neva Peckham	Name: <i>Travis Boettcher</i>
Title: Contracts Specialist, Department of Enterprise Services	Title: <i>MSSSI VICE PRESIDENT</i>
Date: <i>01/20/2016</i>	Date: <i>12/24/15</i>
By: <i>C. F. Presnell</i>	
Name: Farrell Presnell	
Title: Deputy Director, Department of Enterprise Services	
Date:	

[Additional signatures as required by Participating State]

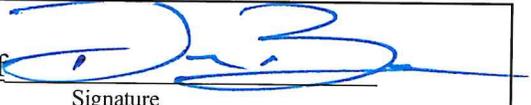
If you have questions about this Participating Addendum or the participation process, please contact:

NASPO ValuePoint

Name	Tim Hay, Cooperative Development Coordinator
Telephone	503-428-5705
E-mail	thay@naspovalupoint.org

[Fully executed PDF copy of this document should be emailed to PA@naspovalupoint.org to support documentation of participation and posting in appropriate data bases]

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Skamania County Sheriff	
<u>AGENDA DATE</u>	Department	Signature
<u>SUBJECT</u>	EMPG-S Grant E20-267	
<u>ACTION REQUESTED</u>	Authorize contract	

SUMMARY/BACKGROUND

DHS provided funds through Washington State Military Department to support emergency management response to COVID-19.

FISCAL IMPACT

\$14,144.00 which will be received and expended in 2021 calendar year.

RECOMMENDATION

Sign contract x 2

LIST ATTACHMENTS

Face sheet
Contract with attachments x 2

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION Skamania County Sheriff	DATE SUBMITTED 08/05/20
PROJECT DESCRIPTION Skamania County Emergency Management Performance Grant Supplemental	CONTRACT NUMBER E20-267

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Bob Hamlin	Skamania County Commissioner Chair
	Richard Mahar	Skamania County Commissioner
	Tom Lannen	Skamania County Commissioner Vice Chair

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Bob Hamlin	Skamania County Commissioner Chair
	Richard Mahar	Skamania County Commissioner
	Tom Lannen	Skamania County Commissioner Vice Chair

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Dave Brown	Skamania County Sheriff
	Jason Fritz	Chief Civil Deputy

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Skamania County Sheriffs Office		Doing business as (DBA) Same	
ADDRESS P.O. Box 790 Stevenson, WA. 98648	Applicable Procurement or Solicitation #, if any: SWV0011110 - 10	WA Uniform Business Identifier (UBI) 6002179280000001	Federal Employer Tax Identification #: 91-6001363
This certification is submitted as part of a request to contract.			

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

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

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

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

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

Bidder or Contractor Signature: _____

Date: 8-5-20Print Name and Title: DAVID S. BROWN, Sheriff

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word “proposal” mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a “lower tier participant”?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

Washington State Military Department

EMERGENCY MANAGEMENT PERFORMANCE GRANT COVID-19 SUPPLEMENTAL AGREEMENT FACE SHEET

1. Subrecipient Name and Address: Skamania, County of Emergency Management PO Box 790 200 Vancouver Avenue Stevenson, WA 98648-0790	2. Grant Agreement Amount: \$14,144	3. Grant Agreement Number: E20-267
4. Subrecipient Contact, phone/email: John Carlson, 509-427-8076 johnc@co.skamania.wa.us	5. Grant Agreement Start Date: January 27, 2020	6. Grant Agreement End Date: December 31, 2021
7. Department Contact, phone/email: Zoie Choate, 253-512-7461 zoie.choate@mil.wa.gov	8. Data Universal Numbering System (DUNS): 017330861	9. UBI # (state revenue): 301-000-403

10. Funding Authority:
Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)

11. Federal Funding Identification #: EMS-2020-EP-00009-S01	12. Federal Award Date: 04/19/2020	13. Assistance Listings # (formerly CFDA) & Title: 97.042 (20EMPG-S)
14. Total Federal Amount: \$2,126,974	15. Program Index # & OBJ/SUB-OBJ: 703PS NZ	16. EIN 91-1980261

17. Service Districts: (BY LEGISLATIVE DISTRICT): 15 (BY CONGRESSIONAL DISTRICT): 3	18. Service Area by County(ies): Skamania	19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
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20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other	21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency
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22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO	23. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER
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24. PURPOSE & DESCRIPTION:
The purpose of the Fiscal Year (FY) 2020 Emergency Management Performance Grant COVID-19 Supplemental (20EMPG-S) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments with their public health and emergency management activities supporting the prevention of, preparation for, response to, and recovery from the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency.
The Department is the Recipient and Pass-through Entity of the 20EMPG-S DHS Award Letter for Grant No.EMS-2020-EP-00009-S01, which is incorporated in and attached hereto as Attachment F and has made a subaward of Federal award 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 and the associated matching funds.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, 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); Work Plan (Attachment C); Timeline (Attachment D); Budget (Attachment E); 20EMPG-S Award Letter EMS-2020-EP-00009-S01 (Attachment F); and all other documents 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 hereto.

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
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WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT: _____ Signature Date Regan Anne Hesse, Chief Financial Officer Washington State Military Department BOILERPLATE APPROVED AS TO FORM: Dawn C. Cortez 05/09/2020 Assistant Attorney General	FOR THE SUBRECIPIENT: _____ Signature Date Bob Hamlin, Chair Skamania County Board of Commissioners APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review Date
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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	John Carlson	Name	Zoie Choate
Title	DEM Coordinator	Title	Program Coordinator
E-Mail	johnc@co.skamania.wa.us	E-Mail	zoie.choate@mil.wa.gov
Phone	509-427-8076	Phone	253-512-7461
Name	David S. Brown	Name	Reagan Bush
Title	Sheriff/DEM Director	Title	Program Manager
E-Mail	daveb@co.skamania.wa.us	E-Mail	reagan.bush@mil.wa.gov
Phone	509-427-9490	Phone	253-512-7463
Name		Name	Tirzah Kincheloe
Title		Title	Program Manager
E-Mail		E-Mail	tirzah.kincheloe@mil.wa.gov
Phone		Phone	253-512-7456

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 20EMPG-S Program, including, but not limited to, all criteria, restrictions, and requirements of the DHS NOFO FY 2020 EMPG-S document, the DHS Award Letter for Grant No. EMS-2020-EP-00009-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment F.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the performance period described herein 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 SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 20EMPG-S 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.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 20EMPG-S 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 20EMPG-S Program, including, but not limited to, all criteria, restrictions, and requirements of the DHS NOFO FY 2020 EMPG-S document, the DHS Award Letter for Grant No. EMS-2020-EP-

00009-S01 in Attachment F, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 20EMPG-S federal award funds provided to its subrecipients, and associated matching funds, 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 F 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), an indirect cost rate agreement negotiated between the federal cognizant agency and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department Key Personnel. However, under 2 CFR 200.414 (f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 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 <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without 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 D).

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 auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment D) and, once approved, submit those costs 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 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 project(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) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests 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. A written amendment will be required if the Subrecipient expects cumulative transfers to budget categories, as identified in the Budget (Attachment E), to exceed 10% of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. 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 a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. None of the funds awarded under this Agreement may duplicate the same costs already paid for with funding under FEMA's Public Assistance Program or any other Federal program.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment C) 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 200.318 – 200.326 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 equipment, including the Federal Award Identification Number (FAIN)
 - D. Assistance Listings Number (formerly CFDA Number)
 - E. who holds the title
 - F. acquisition date
 - G. cost of the equipment and the percentage of federal participation in the cost
 - H. location, use, and condition of the equipment at the date the information was reported
 - I. disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

- 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, 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 \$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 years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable categories for the EMPG-S Program are listed in the 20EMPG-S NOFO and on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified in the 20EMPG-S NOFO or on the AEL as allowable under EMPG-S, 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. The Subrecipient must pass on 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 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/environmental-planning-and-historic-preservation-compliance> 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 initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions (Attachment B, A.10). With the exception of the requirements in 2 CFR Part 200.319(b), regarding geographical preferences and 2 CFR Part 200.321 regarding contracting small and minority businesses, women's business enterprises, and labor surplus area firms, which have been temporarily exempted by OMB Memo M-20-17. These exempted requirements will be reinstated upon notification from OMB that it has discontinued the exemption.
- 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, budget, and federal requirements
 - v. Observation and documentation of Agreement related activities, such as training, events, and equipment demonstrations
 - 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)

- a. 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/quidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2020 federal preparedness funding, to include EMPG-S, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at <https://www.fema.gov/media-library/assets/documents/130743>.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

The Department receives EMPG-S funding from DHS/FEMA, to assist state, local, and tribal governments with their public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing COVID-19 public health emergency as authorized by the *Coronavirus Aid, Relief, and Economic Security (CARES) Act*, Div. B (Pub. L. No. 116-136); section 662 of the *Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA)*, as amended (Pub. L. No. 109-295) (6 U.S.C. § 762); *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

A portion of the 20EMPG-S is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

1. The Subrecipient shall use the EMPG-S funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
2. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
3. The Subrecipient shall provide a fifty percent match of non-federal origin. The Federal share applied toward the EMPG-S budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment E). To meet matching requirements, the Subrecipient's cash matching contributions must be considered reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.
4. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
5. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW)/Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional TEPW/IPPW.
6. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior 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 Policy FP 207-008-064-1 (<https://www.fema.gov/media-library/assets/documents/34856>), the training must fall within the FEMA mission scope and be included in the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. See DHS/FEMA's Information Bulletin 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants https://www.fema.gov/media-library-data/1532096548973-d6869629eef3ce43b92691f4254829dc/Training_Course_Review_and_Approval_IB_Final_7_19_18_508.pdf. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 20EMPG-S funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 20EMPG-S Award Letter and its incorporated documents for DHS Grant No. EMS-2020-EP-00009-S01, which are incorporated and made a part of this Agreement as Attachment F.

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

A.1 DEFINITIONS

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

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington State 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. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.93 for all other purposes.
- 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. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

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

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 **CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

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

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

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

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 200.326 Contract provisions. As per OMB Memo 20-17, certain procurement requirements have been temporarily exempted. For details, refer to the Special Terms and Conditions, Section 6(a).

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

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction,

- completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 - 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
 - 10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded

\$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six (6) 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," the Department encourages Subrecipients to use, to the greatest extent practicable and consistent with the law, the use of goods, products, and materials produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

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

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

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

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

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

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

A.18 NOTICES

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

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

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless

the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

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

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

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

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

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

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

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

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

A.27 SEVERABILITY

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

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

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

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

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

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

request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

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

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

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

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

A.30 TAXES, FEES AND LICENSES

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

A.31 TERMINATION FOR CONVENIENCE

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

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing 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 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.33 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.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

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

A.35 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.36 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.

WORK PLAN

FY 2020 Emergency Management Performance Grant COVID-19 Supplemental

Emergency Management Organization: Skamania County Emergency Management

The purpose of EMPG-S funds is to assist state, local, and tribal emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. Funding will be used to support planning and operational readiness for COVID-19 preparedness and response, development of tools and strategies for prevention, preparedness, and response, and ongoing communication and coordination among federal, State, local, tribal, and territorial partners throughout the response. EMPG-S grant funds are intended to support the National Preparedness Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats and hazards that pose the greatest risk to the security of the Nation.

Program Area #1 Title

Response & Mitigation Activities

WORK PLANNED	RESULT OF THE WORK
1 Personal Protective Equipment (PPE) resource procurement, inventory, and distribution to first responders.	Mitigate the spread of COVID-19 from and to first responders as they interact with each other and the public.

Program Area #2 Title

Public Health Support

WORK PLANNED	RESULT OF THE WORK
1 Support Public Health with the local Incident Management Team (IMT) by providing assistance with all five functional areas of the Incident Command System (ICS).	Reduce the workload of the local limited Public Health Department personnel to better serve the public.

Program Area #3 Title

EOC Equipment

WORK PLANNED	RESULT OF THE WORK
1 Purchase and install a video conferencing suite for the Emergency Operations Center.	Enhanced communication capability with local and regional agencies that will continue to work in a virtual environment.

TIMELINE

FY 2020 Emergency Management Performance Grant COVID-19 Supplemental

DATE	TASK
January 27, 2020	Grant Agreement Start Date
October 31, 2020	Submit EHP Review Forms
January 31, 2021	Submit reimbursement request
July 31, 2021	Submit reimbursement request
December 31, 2021	Grant Agreement End Date
February 15, 2022	Submit final reimbursement request, final report, and/or other deliverables.

BUDGET

FY 2020 Emergency Management Performance Grant COVID-19 Supplemental

20EMPG-S AWARD \$ 14,144.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
ORGANIZATION	Salaries & Benefits	\$ -	\$ 14,144
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ 14,144
TRAINING	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ 14,144	\$ -
	Subtotal	\$ 14,144	\$ -
M&A	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
	<i>Indirect Cost Rate on file</i>	<i>0%</i>	
TOTAL Grant Agreement AMOUNT:		\$ 14,144	\$ 14,144

- The Subrecipient will provide a match of \$14,144 of non-federal origin, 50% of the total project cost (local budget plus EMPG-S award).
- Cumulative transfers to budget categories in excess of 10% of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 703PS – EMPG-S

**20EMPG-S Award Letter
EMS-2020-EP-00009-S01**

Award Letter

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



Tirzah Kincheloe
Military Department, Washington State
20 Aviation Drive
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2020-EP-00009

Dear Tirzah Kincheloe:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) has been approved in the amount of \$2,126,974.00. As a condition of this award, you are required to contribute a cost match in the amount of \$2,126,974.00 of non-Federal funds, or 50 percent of the total approved project costs of \$4,253,948.00.

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

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) Notice of Funding Opportunity.

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

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

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

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

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

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

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

A handwritten signature in black ink that reads "Bridget Bean". The signature is fluid and cursive, with a long horizontal stroke at the end.

BRIDGET ELLEN BEAN GPD Assistant Administrator



AGREEMENT ARTICLES

Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S)

GRANTEE: Military Department, Washington State
PROGRAM: Fiscal Year (FY) 2020 Emergency
Management Performance Grant
Program COVID-19 Supplemental
(EMPG-S)
AGREEMENT NUMBER: EMS-2020-EP-00009-S01

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Article I - Summary of Award

Washington State Military Department is awarded a total federal allocation in the amount of \$2,126,974.00 under the Fiscal Year 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) to assist with public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency, in accordance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Div. B (Pub. L. No. 116-136).

Article II - Activities Conducted Abroad

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

Article III - Reporting of Matters Related to Recipient Integrity and Performance

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

Article IV - Trafficking Victims Protection Act of 2000 (TVPA)

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

Article V - 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 VI - Debarment and Suspension

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

Article VII - Fly America Act of 1974

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

Article 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. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX - 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 X - 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 XI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 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 - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect 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 personally identifiable information (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 XIII - 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 XIV - Hotel and Motel Fire Safety Act of 1990

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

Article XV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XVI - 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 XVII - DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as 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>.
6. 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 XVIII - 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. No. 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 XIX - 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 XX - 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 XXI - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) 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 DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/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 XXII - 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 XXIII - 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 XXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 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 XXV - 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 prohibits 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 XXVI - 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 XXVII - 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 XXVIII - 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. No. 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 XXIX - Age Discrimination Act of 1975

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

Article XXX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 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 XXXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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

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

Article XXXII - USA PATRIOT Act of 2001

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

Article XXXIII - 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 XXXIV - 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 XXXV - Universal Identifier and System of Award Management

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

Article XXXVI - Reporting Subawards and Executive Compensation

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

Article XXXVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 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 XXXVIII - 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 XXXIX - Federal Debt Status

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

Article XL - 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 XLI - 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 XLII - 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.

BUDGET COST CATEGORIES

Personnel	\$488,627.00
Fringe Benefits	\$181,427.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$95,875.00
Contractual	\$3,433,380.00
Construction	\$0.00
Indirect Charges	\$54,639.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMS-2020-EP-00009-S01
 2. AMENDMENT NO. ***
 3. RECIPIENT NO. 916001095G
 4. TYPE OF ACTION AWARD
 5. CONTROL NO. WX03217N2020T

6. RECIPIENT NAME AND ADDRESS
 Military Department,
 Washington State
 20 Aviation Drive
 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
 Tirzah Kincheloc
 PHONE NO. 2535127456
 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
 01/27/2020
 12. METHOD OF PAYMENT
 PARS
 13. ASSISTANCE ARRANGEMENT
 Cost Reimbursement
 14. PERFORMANCE PERIOD
 From: 01/27/2020 To: 01/26/2022
 Budget Period
 01/27/2020 01/26/2022

15. DESCRIPTION OF ACTION

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

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE)	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S)	97.042	2020-FC-GA01-P410- -4101-D	\$0.00	\$2,126,974.00	\$2,126,974.00	See Totals
			\$0.00	\$2,126,974.00	\$2,126,974.00	\$2,126,974.00

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)
 Emergency Management Performance Grants 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)
 Tirzah Kincheloc, Mrs

DATE
 Wed Apr 29 22:13:06 GMT 2020

18. FEMA SIGNATORY OFFICIAL (Name and Title)



DATE
 Wed Apr 29 17:06:06 GMT 2020

SHENAUZ SUBRINA WONG, Assistance Officer

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Senior Services Department	 Signature
<u>AGENDA DATE</u>	August 11, 2020	
<u>SUBJECT</u>	AAADSW COVID-19 Funding	
<u>ACTION REQUESTED</u>	Sign Contract	

SUMMARY/BACKGROUND-

AAADSW contract to provide senior resource assistance, Aging and Disability Resource Center (ADRC) to Skamania County residents. Funding is provided through ADRC/NWD Critical Relief for COVID-19 Pandemic Response.

FISCAL IMPACT –

\$6,231.00-No county match required

RECOMMENDATION

Sign the contract

LIST ATTACHMENTS

AAADSW Contract Signature Page
Statement of Work COVID-19 ADRC
Statement of Work COVID-19 ADRC Special Terms & Conditions

Contract Signature Page

Service: COVID-ADRC Services	Contractor: Skamania County Senior Services
Performance Period: August 1, 2020 through December 31, 2020	Address: PO Box 369 Stevenson, WA 98648
Contract Type: Cost Reimbursement with limits	Contact: Sophie Miller
Non-Medicaid Allocation: \$6,231	E-mail: miller@co.skamania.wa.us Phone: 509-427-3985 Fax: 509-427-0139
Funding Source(s): ADRC/NWD Critical Relief for COVID-19 Pandemic Response Grant	Counties Served: Skamania
Subrecipient or Vendor: Subrecipient	UBI: n/a
Required match: N/A	Federal Tax ID #: 91-6001363

AAADSW Contacts

Program: Brittney Coughlin

email: Brittney.Coughlin@dshs.wa.gov

Telephone: 360-735-5785
Fax: 360-696-4905

Contracts: Tom Waltz
Nellya Zornes

email: Tom.Waltz@dshs.wa.gov
Nellya.Zornes@dshs.wa.gov

Telephone: 360-735-5716
360-735-5713
Fax: 360-696-4905

The terms of this Contract are set out in and governed by the following, which are incorporated herein by reference (for consent purposes, please review all documents before signing below):

- | | |
|--|--|
| <input checked="" type="checkbox"/> General Terms and Conditions | <input checked="" type="checkbox"/> Exhibit B: Contractor Profile |
| <input checked="" type="checkbox"/> Statement of Work | <input checked="" type="checkbox"/> Exhibit C: COVID-ADRC Invoice |
| <input checked="" type="checkbox"/> Special Terms and Conditions | <input checked="" type="checkbox"/> Exhibit D: Senior Vulnerability Criteria and Disqualifying Crimes List |
| <input checked="" type="checkbox"/> Exhibit A: Budget and Staffing Forms | |

This contract, including all exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties and supersedes all previous agreements. No other understandings or representations, verbal or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind the parties. The parties signing below warrant they have read and understand all the terms of the contract, and have the authority to enter into this contract.

Skamania County Senior Services

Area Agency on Aging & Disabilities of
Southwest Washington

Signature: _____

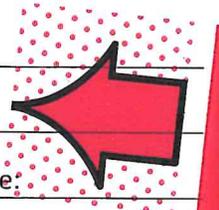
Name: Robert Hamlin

Title: Chair Date: 8/11/20

Signature: _____

Name: David Kelly

Title: Executive Director Date: _____



APPROVED AS TO FORM

COVID-Aging and Disability Resource Center Services

STATEMENT OF WORK

Skamania County Senior Services (Contractor)

A. SERVICE DESCRIPTION

The Aging and Disability Resource Center (ADRC) program in Washington State is an integrated system of functions designed to assist older persons, adults with disabilities and their advocates to identify, understand, and effectively access available resources. The goal is to provide information and the opportunity to access resources and to encourage persons to solve their own problems with a sense of confidence and empowerment.

Program functions include information giving, service referral, assistance, advocacy, screening to determine whether an individual should be referred to other programs and services and options counseling. ADRC offices access a statewide database of resources to meet community needs. Services may range from the simple provision of requested information to helping inquirers identify their needs and providing hands on assistance with paperwork. Service delivery options may include: by telephone, in person at the ADRC office, outstations, home visits or community presentations, e-mail, and web-based options. Where appropriate, ADRC offices partner with local 2-1-1 call centers to handle calls for 2-1-1 callers age 60 and over.

ADRCs are funded primarily through the Older Americans Act (OAA), Senior Citizens Services Act (SCSA) and Family Caregiver Support Program (OAA TIIIE and State). Persons age 60 or older and adults with disabilities (eligible persons) or those acting on their behalf are eligible for ADRC services without cost. Specific emphasis is on outreach efforts to those in greatest social and economic need with particular attention to low-income minority elderly, Native Americans, persons living alone, persons with Alzheimer's disease and related disorders and their families, limited English-speaking persons, and eligible persons living in rural areas.

B. CONTRACTOR SERVICE OBLIGATIONS

Giving information

The purpose of information giving is to provide older persons and adults with disabilities or their representatives with enough information to enable them to locate and obtain needed services without additional assistance from the ADRC Specialists. This service is provided when the caller can identify the person's need and make a direct request for resource information to meet that need. If the older person or adult with disabilities is unable to self-refer but has a willing informal support system of family members or friends, the ADRC Specialist shall provide necessary information and support to those persons to enable them to make the appropriate referrals.

Contractor ADRC Specialist shall provide information on multiple referral options when available. The Specialist will also encourage inquirers to call back if the information proves to be incorrect, inappropriate or insufficient to meet their needs. Persons not meeting the criteria for target population groups shall be given contact information to access appropriate services.

If the simple provision of information is not enough to enable the person access needed services, Contractor ADRC Specialist shall conduct a screen to determine whether the older person or adult with disabilities requires additional help from ADRC or needs to be referred to another community resource.

Assistance and Referrals

The purpose of assistance is to help an eligible person obtain a needed service or accomplish a necessary task. This component of the service is also utilized when the caller requires assistance understanding the specific nature of his/her problem and needs. Contractor ADRC Specialists may provide assistance by telephone, by e-mail, in person at the ADRC office, at outstations, at home visits or community presentations.

Contractor ADRC Specialist shall provide assistance only when an eligible person is unable to obtain the service or perform the task on his/her own and lacks a support system of persons who are able and willing to act on his/her behalf. If an inquirer has a case manager with the AAADSW or Home and Community Services (HCS), s/he may be referred back to the case manager.

The purpose of service referral is to ensure that an older person or adult with disabilities is successfully referred to needed community resources. This function is completed by Contractor ADRC Specialist if the older person or adult with disabilities does not meet the criteria for case management target population groups served by either AAADSW or HCS.

Contractor ADRC referral process for different types of situations shall be as follows:

- (a) Refer adults in need of Adult Protective Services (APS) directly to the APS program for APS investigation, following instructions in the ALTSA Long Term Care Manual, Chapter 6. All ADRC staff are mandatory reporters.
- (b) Refer adults who request and appear to need ALTSA-funded in-home assistance, nursing facility placement or other residential services to HCS intake for ALTSA services eligibility screening within one (1) working day after contact by the eligible person and/or his or her representative. If necessary, document reasons why the referral is not completed within this time frame. Reasons may include the need to assist with related applications, acquiring documents, or advocacy.
- (c) Refer unpaid caregivers to AAADSW to determine eligibility for family caregiver support programs.
- (d) Refer to appropriate services those adults who do not meet the Non-Core Case Management target population criteria (as defined in Chapter 5 of the Long Term Care Manual) but appear to require other services.
- (e) Refer adults (under age 60) who do not meet the criteria for a target population group to appropriate services.
- (f) Refer eligible persons seeking services outside the planning service area to Elder Care Locator or to their closest local ADRC.

As part of the Assistance and Referrals component, Contractor ADRC Specialists shall also give the ADRC program telephone number to eligible persons receiving assistance or referral(s) and encourage them to call back if further problems arise.

Options Counseling

The ADRC's Options Counseling service facilitates informed decision making about Long-Term Services and Supports (LTSS) and serves as a key role in streamlining access to supports. It represents a critical service of the ADRC by providing a clear pathway for individuals to access LTSS.

Options Counseling includes the following components:

- 1) Personal interview to discover strengths, values, and preferences of the individual and the usage of screenings for public programs
- 2) Decision support process which explores resources and service options and supports the individual in weighing pros and cons
- 3) Long term support plan and assistance in applying for and accessing support options

4) Quality assurance and follow-up to ensure supports and decisions are working for the individual

Advocacy

The purpose of advocacy is to help an eligible person receive, retain or establish eligibility for services, by clarifying communications between inquirers and service providers. Advocacy is provided by Contractor ADRC staff only when eligible persons cannot advocate for themselves and have no one in their support system able and willing to advocate on their behalf.

Advocacy will usually be provided over the telephone, but may be provided in the field or ADRC office as appropriate.

In all cases involving advocacy, Contractor ADRC Specialist shall inform the person and/or his or her representative of the steps in the process and obtain consent before proceeding. ADRC staff shall seek to involve the eligible person or his/her representative in advocacy efforts when it is appropriate.

Case Finding

Contractor ADRC Specialists shall accept referrals for previously unknown older persons or adults with disabilities from any source which may include persons seeking or already receiving another service through HCS, the Aging Center, or a community agency.

The person making the referral shall be allowed to remain anonymous if requested. Once a referral is received, Contractor ADRC Specialist shall contact the individual referred within one (1) working day. Unsuccessful attempts at contact shall be documented.

If requested, Contractor ADRC Specialist may provide contact confirmation with referral source as long as he/she is still in compliance with applicable federal and state laws.

Contractor ADRC staff shall identify and maintain periodic contact with "Gatekeepers" in the community. Gatekeepers include individuals, businesses and agencies in the community who are most likely to come into contact with vulnerable persons in its service area. Examples of those individuals include:

- (a) Apartment, hotel, and mobile home park managers;
- (b) Postal carriers;
- (c) Gas, electric, and water meter readers;
- (d) Fuel oil dealers;
- (e) Clergy;
- (f) Appraisers;

- (g) Police and fireman;
- (h) Grocery store clerks (especially those who deliver groceries);
- (i) Pharmacists;
- (j) Bartenders;
- (k) Hospital emergency room staff, etc.
- (l) Caregiver services including support groups, information and education services, and respite providers.

The goal is to educate and/or train these persons on the goals of the ADRC program, the services it provides, and its relationship to other programs for older person and adults with disabilities within the area. Gatekeepers shall be asked to refer the names of vulnerable persons to Contractor ADRC program.

Screening

The purpose of screening is to determine whether a person needs service referral, assistance and/or advocacy from Contractor ADRC program and/or is a potential case management client who should be referred for a comprehensive assessment. Screening may be provided over the telephone or in the field by Contractor ADRC Specialist.

Contractor ADRC Specialists shall conduct screening through direct contact with the older person or adult with disabilities being screened. Third-party information is valuable in developing an overall impression of an individual's level of functioning, but direct contact with the ADRC Specialist is required to confirm a person's need for and willingness to receive services.

Contractor ADRC staff shall develop and use a screening process which at a minimum includes the following: date of referral, referral source, date of screening, presenting problem, whether the person screened was referred for an assessment by HCS, Aging Center, or other service providers.

Screening for referral to community resources may include:

- (a) Assessing an eligible person's needs. This includes exploring special needs such as disability access, transportation, etc.;
- (b) Utilizing the resource system to identify the most appropriate resources to meet those needs;
- (c) Determining a person's potential eligibility for services;
- (d) Determining a person's ability to follow-up; or

(e) Assessing possible endangerment situations.

Follow-up

Follow-up is important to determining satisfaction and identifying service gaps or systemic issues, outcomes, and additional needs an eligible person may have. Contractor ADRC staff shall offer to follow-up with all inquirers or their representatives who need further assistance accessing services due to capacity or disability issues or had endangerment issues. During the initial contact(s), Contractor ADRC Specialist shall obtain permission to contact the inquirer or his/her representative for follow-up. If permission is denied, it should be noted in the case record.

If the offer to follow up is accepted, then the ADRC Specialist shall contact the inquirer or his/her representative within ten (10) business days, unless the type of referral requires a longer period of time for success.

Contractor ADRC staff shall also follow up with a random five (5) percent sample of other assistance contacts to determine if the information provided was successfully utilized.

If Contractor ADRC Specialist learns that an original referral was unsuccessful, the Specialist shall identify substitute resources and referrals that are available. The Specialist shall make another follow-up contact within ten (10) working days of the subsequent referrals.

Contractor ADRC Specialists shall document all follow-up results in the client record including a brief description of the reason referrals were unsuccessful.

Program publicity

The purpose of program publicity is to inform older persons and adults with disabilities, their representatives, service providers and the general public about the availability of Contractor ADRC services and how they can be accessed.

Contractor ADRC program will be publicized as an access point to community and Long-Term Care Services. Service providers shall be instructed, and community agencies shall be encouraged, to refer clients who might need long-term care services to ADRC for screening.

Contractor shall publicize ADRC services throughout the service area using the following methods: Mass Media (radio, television, local senior newspaper, Internet), articles describing the program (if possible), and brochures and/or posters.

Contractor's primary ADRC program telephone number must be listed in the Yellow Pages of the county's telephone book(s) under the "Senior Citizens" heading or similar heading, and the title used shall be the same as the title used in program publicity.

Publicity about Contractor ADRC program must include a title describing the population served (Elder Services, ADRC, etc.), the telephone number of the ADRC program (including the after-hour emergency number if applicable), location of the ADRC office, hours and days of operation, and services provided by the ADRC program.

If Contractor ADRC staff determine that a significant number of potential ADRC consumers speak a language other than English, the ADRC program shall be publicized and brochures shall be developed in that language.

Contractor shall participate in activities to increase community awareness of the ADRC program. Contractor ADRC staff may contact Department of Social and Health Services (DSHS) providers, employers, civic groups, professional organizations etc. within its service area to inform them about the availability of ADRC services.

ADRC services may also be provided to the community in a variety of other ways. ADRC service may:

- (1) Establish a presence at community facilities, such as Senior Centers or medical centers where inquirers are helped face-to-face (Out-station);
- (2) Participate in local case management collaborative;
- (3) Compile and distribute a directory of services in print and electronic format;
- (4) Make its database of resources available to other organizations that provide information and/or referrals;
- (5) Allow the public to visit the ADRC facility to use the resource database or make its information about community resources available through community-based kiosks or other similar gateways; and
- (6) Make all or a portion of its resources available through the Community Living Connections consumer website www.waclc.org.

Facility

Contractor ADRC program shall be in physical plant(s) with prominent and appropriate signage that are accessible by public transportation and accessible to

people with mobility related issues. The space for the ADRC program shall include a designated space where interviews and family conferences can be conducted in private.

Contractor ADRC staff shall maintain the capability to assist persons seeking services via telephone, mail, e-mail, walk-in, and home visits when necessary. The capacity to serve persons who require a home visit may be served through referral to Non-Core Case Management.

Contractor ADRC program shall maintain the capability to provide services to persons who speak and/or correspond in a language other than English and to persons with vision, speech, hearing or other communication-related challenges. Since ADRC does not generally authorize direct services, family interpreters may be used. For those without this resource, Contractor shall provide bi-lingual staff, access to language line telephone services and/or interpreter services, or community interpreters. If a specialized ADRC program is available, the ADRC Specialist may refer callers to it when appropriate.

All agencies providing ADRC services shall be conversant with regionally relevant cultural differences and take them into account when delivering services. If a culturally distinct entity (e.g., Native American tribe) provides information and assistance, Contractor staff will coordinate training, resource updating and other services to improve the effectiveness of both programs.

Telephone

Contractor ADRC program must have adequate telephone service to perform the activities for which it is responsible. This will include access to Te1e- Typewriter (TTY) equipment (preferred) and/or training on how to use operator assisted TTY services (Washington Relay Service 1-800-833-6384 Voice).

Contractor must provide sufficient telephone lines so that ADRC staff can call out and people can call in without getting a frequent busy signal or voice mail. If telephone queuing is utilized, Contractor shall periodically review the average length of time in queue and whether additional steps need to be taken to reduce the waiting time.

The telephone shall be answered with the same program title as that used in program publicity.

If Contractor ADRC service cannot be reached without a charge for inquirers, at least one in-state, toll-free telephone number shall be established. ADRC Staff shall routinely accept collect calls from people seeking services.

If the ADRC service does not have 24-hour telephone coverage, Contractor shall contract with an answering service for after-hours coverage. The terms of that

contract shall include the information to be provided to inquirers as well as what information to gather and maintain. The ADRC staff shall outline how the answering service staff is to handle emergency calls and provide training so that staff can effectively deal with older persons and adults with disabilities in emergencies.

At a minimum, Contractor ADRC program shall have answering machine(s) and voice-mails indicating normal office hours for the service, directing the caller to source(s) for emergencies, and having the capability for inquirers to leave messages. ADRC staff must respond to all messages within one (1) working day.

Contractor ADRC staff shall be actively involved in the development and implementation of 2-1-1 in their area/region by attending planning meetings in their region, at a minimum. Telephone capability should be developed to interface with the 2-1-1 call center, preferably allowing for direct transfers from the 2-1-1 center.

Resource database

The purpose of a resource database is to provide ready access to accurate, up-to-date and well-organized information about resources in Contractor ADRC program service area.

Contractor ADRC staff shall collaborate with AAADSW to maintain current resources in the CLC GetCare System to include the following about each resource:

- (a) Legal name, common name and/or acronym of resource (include branch office information);
- (d) Program name;
- (e) Street address, mailing address, telephone number (including TTY/TDD number), fax number, web site address, and e-mail address;
- (f) Hours and days of operation;
- (g) Geographic area served;
- (h) A description of services provided;
- (i) Eligibility requirements;
- (j) A description of languages other than English offered;
- (k) Application/Intake procedures;
- (l) Cost of service and/or donation policy;
- (m) A description of method of payment accepted and fee structure;
- (n) Known barriers to facility use (if applicable) or problems with accessibility of services (such as waiting list);
- (o) A description of the legal status of the organization;
- (p) Name of contact person/intake worker and administrators; and
- (q) The date the information was last verified.

Contractor ADRC staff may choose to add additional elements.

Contractor ADRC staff shall follow the CLC Resource Directory Operational and Inclusion-Exclusion policies.

Contractor resource files shall be updated at least once a year, and procedures shall be established for responding to interim information changes.

As part of developing and maintaining a community resource file, Contractor ADRC staff may choose to develop resources not otherwise available. Information about service gaps will be shared with AAADSW planning staff.

Client Records

Contractor ADRC staff shall maintain program and client records within the CLC GetCare System to assure accountability to the persons served and to the funding agencies for the program. Aggregate data from these records may be used for community planning efforts. Information on clients and assistance calls may also be kept in paper files, in addition to the CLC GetCare System files. Contractor shall comply with ALISA and AAADSW policies and ADRC standards. The records shall include the following:

- Personal and demographic information about the person and their informal support system;
- Pertinent correspondence relating specifically to the person;
- A narrative record of contacts, including problems encountered, service referral recommendations, permission and service plan modifications developed in response; and
- Such other documentation as may be necessary to systematic case work and service plan continuity.

Confidentiality and Consent to Release Information

Contractor ADRC program shall have a written confidentiality policy that conforms to laws and regulations to safeguard eligible persons' personal information in paper files and electronic data bases. ADRC staff will ensure that personal information remains confidential in accordance with state and federal law and program requirements.

An eligible person or his/her representative must provide Contractor ADRC Specialist explicit written or verbal consent for information to be disclosed to another agency or person. Release of information without consent is permissible only when the ADRC Specialist reports suspected abuse, neglect, abandonment and/or exploitation or when the person is in imminent danger of harm by him/herself or by others.

Staff Records

Contractor ADRC program shall maintain records for its employees according to standard human resources best practices, including a criminal background check when hired or grandfathered.

Contractor shall develop a written staffing plan which:

- (1) Defines the qualification and skills for and duties of each staff position for Information and Assistance Specialist, Resource Database Specialist, Case Management and others;
- (2) Indicates whether each position is full or part-time;
- (3) Indicates which positions are filled by paid employees and which are filled by volunteers;
- (4) Includes an organizational chart showing lines of reporting;
- (5) Provides a sufficient number of Information and Assistance, Case Management and other staff to support the service area and service volume.

Staff Training

Contractor shall make orientation and training available to paid and volunteer staff and shall have a process for identifying the training needs of staff, both at the initial point of employment and during the course of employment. There shall be a written training plan and standardized orientation for new staff members and continuing training.

Initial training shall cover skills that are essential to good telephone contact and should be completed prior to a new staff member assuming his/her duties assisting inquirers. Types of training include, but are not limited to, the following:

- Introduction to the Aging Center;
- Target population, program functions and philosophy of the Senior I& A program;
- Senior Services Agency policies and procedures;
- Interviewing techniques and listening skills;
- Information-giving and referral procedures;
- Techniques for handling emergency situations;
- Setting up and maintaining resource files; and
- Use of technology in provision of services.

Contractor shall offer a minimum of six (6) hours of continuing training to staff and volunteers annually. In-service training can be held as part of regularly scheduled meetings. In addition, Contractor shall offer training sessions which focus on more specialized topics to refine and update staff skills and knowledge of emerging issues. ADRC directors and supervisors shall also receive training to meet their continuing education needs. The ABC's of Information and Assistance Training Manual published by AIRS is a valuable training resource.

Contractor shall encourage program staff to obtain professional certifications and to pursue the nationally recognized Alliance of Information and Referral Systems (AIRS) Certification.

End

COVID-Aging and Disability Resource Center

SPECIAL TERMS AND CONDITIONS

Skamania County Senior Services (Contractor)

Purpose

The purposes of this Contract are to provide Aging and Disability Resource Center services including information giving, service referral, assistance, advocacy, screening and options counseling. Contractor shall provide the services and staff, and otherwise do all things necessary for, or incidental to, the performance of work as set forth in the Statement of Work for COVID-Aging and Disability Resource Center.

Contract Period of Performance

The Period of Performance is August 1, 2020 through December 31, 2020 provided neither party elects to terminate this Contract per the terms outlined in Section M. of this Contract's General Terms and Conditions.

Service Area

The geographic service area in which Contractor shall provide the defined services is Skamania County.

Staffing Plan and Staff Qualifications

Contractor shall employ an adequate number of qualified personnel to assure satisfactory delivery of services. Services may be performed by staff whose duties fall under one or more contracts with AAADSW. Contractor shall have clear written descriptions of roles and responsibilities to ensure that all necessary functions are performed.

Minimum Service Levels for Aging and Disability Resource Center Contractor shall provide the following Aging and Disability Resource Center services, at minimum:

Description	Service Level
Number of CLC Calls	96
Number of unduplicated callers	46

Consistent Level of Service

Funds awarded under this Contract are intended to provide a consistent level of service throughout this Contract’s Period of Performance. Contractor agrees that if funds are paid prior to the Contract end date, Contractor will continue to provide services for the duration of the Contract in at least the average monthly level of service for the previous three (3) months, unless otherwise approved in writing by AAADSW.

Funding Sources

ADRC/NWD Critical Relief for COVID-19 Pandemic Response Grant

Basis for Reimbursement

This is a Cost Reimbursement Contract with an annual limit. Contractor is identified as a Subrecipient of federal assistance funds for purposes of OMB Circular A-133. As a Subrecipient, Contractor must comply with all requirements imposed on Subrecipients by federal laws, regulations and funding sources.

Monthly service unit reporting must be completed in the CLC-GetCare database by the 12th day of each month and includes:

- a. Basic demographics consistent with federal NAPIS reporting requirements..
- b. I&A Call Outcomes for I&A/ADRC consumers to distinguish COVID-Response efforts.
- c. Service Unit Recording.

Contract payment requests will not be processed until service unit reporting is complete. Contractor shall attach a CLC GetCare report to the invoice submission to verify service recording is complete.

Contractor specifically agrees to participate in monitoring processes as described in relevant OMB circulars and CFRs, the General Terms and Conditions of this Contract, ADSA Management Bulletins and AAADSW Program Instructions. Contractor shall comply with required corrective actions listed in the monitoring reports.

Contractor shall:

- Maintain records that identify in its accounts all federal awards received and expended and the federal programs under which they were received by the Catalog of Federal Domestic Assistance (CFDA) Title and Number, name of the federal agency, and name of the pass-through entity. The CFDA Numbers for services under this Contract are the following:

CFDA Title	CFDA#	Federal Agency
<i>Senior Information and Assistance</i>		
Special Programs for the Aging – Title III, Part B Grants for Supportive Services and Senior Centers	93.044	Administration on Aging, Dept. of Health and Human Services

- Maintain internal controls that provide reasonable assurance that Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant contracts that could have a material effect on each of its federal programs.
- Prepare appropriate financial statements, including a Schedule of Expenditures of Federal Awards.
- Ensure that audits are performed by a Certified Public Accountant or the State Auditor's Office. Contractor is responsible for the cost of the audit(s).
- Submit copies of the required audit report and any management letters issued by the auditor to AAADSW within nine (9) months after the close of Contractor's fiscal year.
- Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.
- Comply with the applicable requirements of OMB Circular A-122 or 2 CFR 225 (formerly OMB Circular A-87) and any future amendments, successor or replacement Circular or regulation thereof.
- Maintain a complete set of financial records sufficient to withstand a full audit during this Contract's Period of Performance and for the full Record Retention Period thereafter as outlined in this Contract's General Terms and Conditions.
- Permit AAADSW or its auditor to have access to the records and financial statements necessary for AAADSW to comply with OMB Circular A-133.
- Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and the Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39.
- Maintain documentation for bi-annual inventory tallies for fixed assets, including any discrepancies.
- Obtain property insurance if government funds are used to purchase assets.

In addition to the policies listed in Section F13 of this Contract's General Terms and Conditions, Subrecipient contractors shall have written Fiscal Policies and Procedures for the following:

- Fixed Assets
- Internal Control (in a separate section)
- Petty Cash
- Cash Disbursements (approvals)
- Private Client Payments

Cost Allocation Plan

Contractor shall submit a Cost Allocation Plan to AAADSW for approval. The Plan must meet the requirements of 2 CFR 225 (formerly OMB A-87) or OMB-122-Basic Considerations, subsection 4-Allocable Costs as applicable. All budgets must be in agreement with the Plan.

In the event of changes in allocation method or amounts, a revised Plan must be submitted to AAADSW for approval. Following approval, Contractor shall also submit the appropriate budget revisions to AAADSW.

Single Audit Act Compliance

If Contractor expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, then Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Federal funds may not be used to pay for an A-133 audit, however, if the audit does not meet the A-133 audit requirements.

Upon completion of a single audit, Contractor shall:

- (1) Submit to AAADSW Fiscal Management Staff the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- (2) Follow-up and develop corrective actions for all audit findings in accordance with OMB Circular A-133, and prepare a "Summary Schedule of Prior Audit Findings."

Allowable Costs

Allowable Costs are those costs that are necessary and reasonable for proper and efficient performance of this Contract. Allowable Costs under federal awards to local or tribal governments must be in conformance with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local and Indian Tribal Governments. Allowable Costs under federal awards to non-profit organizations must be in conformance with OMB Circular A-122, Cost Principles for Non-Profit Organizations.

If it is determined by AAADSW or during the course of a required audit that Contractor has been reimbursed for unallowable costs under this Contract, then Contractor will be required to reimburse AAADSW for those costs.

Maintenance and Protection of DSHS or AAADSW Property

Contractor shall take reasonable steps to protect and maintain all DSHS or AAADSW property in its possession against loss or damage and shall return any such property to DSHS or AAADSW upon termination and non-renewal of this Contract, reasonable wear and tear accepted. Contractor shall maintain records and keep a written, physical inventory of all real property, equipment and supplies provided by DSHS/AAADSW.

Capital Assets Purchases

A "Capital Asset" for this purpose is defined as an item with a normal life of more than one (1) year and a cost of \$5,000 or more. Contracted providers must submit a written justification and receive prior written approval from AAADSW for such a purchase. Documentation must include:

- A clear demonstration of the need for the capital expenditure;
- A description of the benefits to be received from such expenditure;
- A description of various alternatives explored such as leasing vs. buying; and
- Evidence that proper allocation of the cost will occur if the asset is to be used for multiple-funded programs.

AAADSW will notify Contractor of reporting and accounting requirements associated with a specific purchase.

Compliance with Davis-Bacon and Related Acts for Any Construction

Contractor shall receive prior written approval from AAADSW before authorizing any Construction work deemed necessary for delivery of services under this Contract. "Construction" for this purpose is defined as all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work site by the employees of a construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by a person employed at the site by the construction subcontractor.

If Construction work is approved by AAADSW, all laborers and mechanics employed by Contractor to work on construction projects in excess of \$2,000 financed by federal funds (in whole or in part) must be paid wages not less than those established for the locality of the project (prevailing wage rates) by the U.S. Department of Labor under the Davis-Bacon and Related Acts.

Additional information on Contractor's requirements for Construction work will be provided to Contractor at the time of AAADSW's approval.

Consideration

The maximum allocations payable to Contractor for satisfactory delivery of Aging and Disability Resource Center, including any and all expenses, is the following:

Description	Funding Source	Allocation
Aging and Disability Resource Center	ADRC/NWD Critical Relief for COVID-19 Pandemic Response Grant	\$6,321.00

Matching Fund Requirements

There is no Match requirement for the ADRC/NWD Critical Relief for COVID-19 Pandemic Response Grant.

Use of Federal Funds, Program Income and Unearned Income

The federal funds provided in this Contract shall be used to supplement or enhance services and not supplant non-federal funding of these services.

Contractor shall ensure that Clients have the opportunity to make voluntary, confidential contributions for services as outlined in this Contract's General Terms and Conditions.

Contractor shall report to AAADSW all Program Income received each month and shall ensure it is expended within this Contract's Period of Performance and in accordance with this Contract's objectives. AAADSW will verify that Contractor has written procedures for the receipt and use of Program Income.

Contractor shall identify all revenue in excess of expenses. AAADSW must approve the use of unearned income such as interest on federal funds received by Contractor in the same or following Period of Performance or recover the unearned income.

If Contractor elects to investigate a report or suspicion of theft, fraud or misuse of government funds, Contractor shall submit to AAADSW a description of the situation immediately upon Contractor's decision to investigate.

Where employees are expected to work solely on a single federal award or cost objective, charges for their salaries and wages will be supported by semi-annual certifications that the employees worked solely on that program for the period covered by the certification. These certifications must be signed by the employee and supervisory official having first-hand knowledge of the work performed by the employee. Where employees work on multiple activities or cost objectives, a distribution of their salaries or wages must be supported by personnel activity reports or equivalent documentation as outlined in OMB Circular A-122 or 2 CFR 225 (formerly OMB A-87) as applicable.

Billing and Payment

Contractor shall not bill and AAADSW shall not pay for the delivery of additional services not authorized by AAADSW or for services that have not already been provided.

Contractor shall request payment for reimbursable services by submitting invoices in paper or electronic copy to AAADSW by the 12th calendar day of the month following the month in which services are provided as outlined in this Contract's General Terms and Conditions. AAADSW's mailing address for invoices is:

Area Agency on Aging and Disability of Southwest Washington

Attn: Matt Gustofson

201 NE 73rd Street, Suite 201

Vancouver, WA 98665-8343

Matt.Gustofson@dshs.wa.gov

AAADSW submits correct Official Invoices and Transaction Information for payments to be made to contractors per the following schedule:

Transaction Information received by AAADSW staff	Payments are issued
Between the 1 st and the 15 th day of a month	Last working day of the same month
Between the 16 th and the last day of a month	15 th day of the following month <i>(or last working day prior to the 15th)</i>

End

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number Weed Control Agreement

2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information: Contractor: Interlaken Resort Company
Contact Person: Jeff Breckel
Title: President

Address: 381 NE McEvoy Lane
Address: Stevenson, WA 98648
Phone: 360-921-0955

4. Brief description of purpose of the contract and County's contracted duties:
MOU between the Interlaken Resort Company and Skamania County Noxious Weed Control Program providing funds to control noxious weeds at Interlaken in Stevenson, WA.

5. Term of Contract: From: date of last signature To: December 31, 2019

6. Contract Award Process: (Check appropriate box)
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

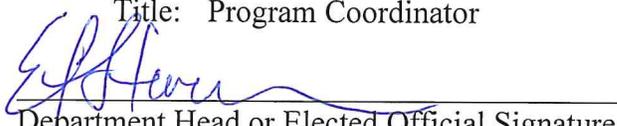
- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- Other Exempt (explain and provide RCW) Chapter 39.34, Interlocal Cooperation Act

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Amount Budgeted in Current Year: \$ 7,500.00
Amount Not Budgeted in Current Year \$ 0 Source:
Total Non-County Funds Committed: \$7,500.00 Source: Interlaken Resort Co
Total County Funds Committed: \$ 0
TOTAL FUNDS COMMITTED: \$ 7,500.00

8. County Contact Person: Name: Emily Stevenson
Title: Program Coordinator

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: One copy to be sent to Interlaken Resort Company

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Noxious Weed Department	 Signature
<u>AGENDA DATE</u>	8/11/2020	
<u>SUBJECT</u>	Agreement with Interlaken Resort Co.	
<u>ACTION REQUESTED</u>	Approve and sign	

SUMMARY/BACKGROUND

Agreement between Interlaken Resort Company and Skamania County Noxious Weed Control Board that gives permission for SCNWCB to treat Class A species garlic mustard and any other noxious weeds on Interlaken property at cost up to \$7,500.

FISCAL IMPACT

Interlaken agrees to pay actual costs up to \$7500.

RECOMMENDATION

Review and sign agreement.

LIST ATTACHMENTS

Two copies of agreement.

SKAMANIA COUNTY NOXIOUS WEED CONTROL BOARD WEED CONTROL AGREEMENT

This Agreement is made and entered into by and between Skamania County Noxious Weed Control Board, hereinafter referred to as "Weed Board" and the Interlaken Resort Company, hereinafter referred to as "Landowner." For the purposes of this Agreement, it is understood that all references to the Weed Board or the Landowner also include an appointed designee(s).

WHEREAS, RCW 17.10.140 imposes a duty on owners to control noxious weeds, including a duty to eradicate Class A noxious weeds; and,

WHEREAS, RCW 17.10.154 allows the Weed Board to enter into agreements with landowners for the prevention, control and eradication of noxious weeds; and,

WHEREAS, the Weed Board has identified Garlic Mustard (Class A species) requiring eradication on Landowners property; and,

WHEREAS, the Weed Board has identified other noxious weeds, including yellowflag iris and spurge laurel requiring control on Landowners property; and

WHEREAS, the Weed Board has a limited pool of funds to assist owners in the eradication of noxious weeds;

NOW, THEREFORE, pursuant to the above recitals, Weed Board and the Landowner (collectively hereinafter "Parties" to this Agreement) acknowledge and agree to work cooperatively in accordance with the following:

1. Landowner gives permission to the Weed Board to enter the property and survey and monitor treatment of identified Class A species, and any Class B or C noxious weeds identified and labeled for control by the landowner. Treatment shall be by manual control and herbicide application in accordance to good and prudent industry standards and label requirements.
2. **The Weed Board will bill the landowner according to actual costs incurred up to a maximum of \$7500. Landowner shall be billed within 30 days after work is completed.**
3. This agreement shall be in effect from the date of the last signature until December 31, 2020 and shall not automatically renew.
4. Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the party of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a part to this Agreement.
5. All work performed under this Agreement shall comply with all federal and state laws, local laws and ordinances, and applicable permit requirements.
6. The Agreement merges and supersedes all prior applications, representations, negotiations, approvals, and understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement and constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

By signing this contract, you agree to pay the Weed Board for the cost of treating noxious weeds as described above.

Landowner:

Jeff Breckel
Landowner Signature

Jeff Breckel, President, Interlaken Resort Company
Print Landowner Name

Landowner Address: 381 NE McEvoy Lane, Stevenson, WA 98648

Date: 7-28-20 Phone: 360-921-0955 Email: jpbreckel@gmail.com

Skamania County Noxious Weed Control Board Representative:

Emily Stevenson
Program Coordinator Signature

Emily Stevenson
Printed Name

DATED: _____

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chairman

Commissioner

Commissioner

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

ATTEST:

Clerk of the Board



2020 Scope of Work:

Spring garlic mustard treatment: 1-1.5 days

Labor: \$1711

Supplies: \$50

Travel: \$25

Fall garlic mustard treatment: 1 day

Labor: \$1100

Supplies: \$50

Travel: \$12

Yellowflag iris treatment: 2 days

Labor: \$1832

Supplies: \$50-75

Travel: \$25

Spurge laurel treatment: 2 days:

Labor: \$2200

Supplies: \$25-50

Travel: \$25

Total estimate: ~\$7200

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	PUBLIC WORKS – Solid Waste Division Department	 Signature
<u>AGENDA DATE</u>	August 12, 2020	
<u>SUBJECT</u>	Merchant Services for Solid Waste	
<u>ACTION REQUESTED</u>	<u>Approve</u>	

SUMMARY/BACKGROUND

Solid Waste would like to start taking credit cards for payments.

FISCAL IMPACT

\$325.00 per terminal – 3 terminals needed
Merchant fees will be absorbed by customers

RECOMMENDATION

Approve

LIST ATTACHMENTS

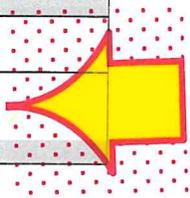
Merchant Application
Pricing Fee Schedule
Payment Processing Agreement



Merchant Application

Business Information			
Merchant's Legal Name: SKAMANIA COUNTY		Department (DBA): SOLID WASTE DIVISION	
Physical Street Address (No PO Boxes): 170 NW VANCOUVER AVE			
City: STEVENSON		State: WA	Zip Code: 98648
Phone: 509-427-3923		Fax: N/A	
Customer Service/General Office Phone Number: 509-427-3900		Website: SKAMANIACOUNTY.ORG	
Primary Contact-System Administrator:		Secondary Contact-Billing:	
Name: BRAD UHILG		Name: LAURA NEWMAN	
Business Phone: 509-427-3926		Business Phone: 509-427-3923	
E-mail: UHILG@CO.SKAMANIA.WA.US		E-mail: NEWMAN@CO.SKAMANIA.WA.US	
IT Contact:		Third Party Vendor (if Applicable)	
Name: JOE STINE		Vendor Name: WASTEWORKS	
Business Phone: 509-427-3753		Contact Name: RODNEY GRICE	Contact Phone: 910-799-6767
E-mail: JOE@CO.SKAMANIA.WA.US		Email: RODNEY@WASTEWORKS.COM	
Business Profile			
Federal Tax ID: 91-6001363		Merchant Time Zone: Pacific	Cut-Off Time: 5:00 PM
Avg. Bill Amt.: \$ 50.00		Max. Bill Amt.: \$ 500.00	Gross Annual \$ Collected (Cash/Check/CC/Money Order): \$ 1,200,000.00
Bank Account Where Funds Will Be Deposited			
Deposit Transit Routing/ABA Number (9 Digits): 123205054		Deposit Bank Account Information DDA/Checking Account #: 2100004106	
If a Different Bank Account is Needed to Debit Fees, Provide the Information Below			
Debit Transit Routing/ABA Number (9 Digits):		Debit Bank Account Information DDA/Checking Account #:	
Select Services	Select Payment Types To Be Accepted		Pricing
<input type="checkbox"/> Internet (WEB) <input checked="" type="checkbox"/> Phone (IVR) <input type="checkbox"/> Terminal (POS)	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> eCheck <input type="checkbox"/> All <input checked="" type="checkbox"/> Visa <input checked="" type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> eCheck <input type="checkbox"/> All <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> All		Number of Terminals <input type="text" value="3"/> **See and sign the Pricing Schedule
What type of services or products are you accepting payments for? SANITATION FACILITY			
Notifications			
Name: BRAD UHILG		Phone Number: 509-427-3926	Email: UHILG@CO.SKAMANIA.WA.US
<input type="checkbox"/> Returned Check <input type="checkbox"/> Training <input type="checkbox"/> Reporting <input type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input checked="" type="checkbox"/> All			
Name: LAURA NEWMAN		Phone Number: 509-427-3923	Email: NEWMAN@CO.SKAMANIA.WA.US
<input type="checkbox"/> Returned Check <input type="checkbox"/> Training <input type="checkbox"/> Reporting <input type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input checked="" type="checkbox"/> All			
Name: JENNIFER DESKIN		Phone Number: 509-427-3929	Email: DESKIN@CO.SKAMANIA.WA.US
<input type="checkbox"/> Returned Check <input type="checkbox"/> Training <input type="checkbox"/> Reporting <input type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input checked="" type="checkbox"/> All			
Name: JOE STINE		Phone Number: 507-427-3753	Email: JOE@CO.SKAMANIA.WA.US
<input type="checkbox"/> Returned Check <input type="checkbox"/> Training <input type="checkbox"/> Reporting <input checked="" type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input type="checkbox"/> All			

Terminals							
<p>Should a Field Be Collected on the Point of Sale Terminal.</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, Provide the Names of the Fields to Be Collected - i.e., Cashier ID or Invoice Number</p> <p>Name <input style="width: 150px;" type="text"/></p> <p>Name <input style="width: 150px;" type="text"/></p>	<p>Does The Terminal Require a Static IP Address?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Receipt Header Information</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">SKAMANIA COUNTY</td></tr> <tr><td style="padding: 2px;">SOLID WASTE DIVISION</td></tr> <tr><td style="padding: 2px;">PO BOX 1009</td></tr> <tr><td style="padding: 2px;">STEVENSON, WA 98648</td></tr> <tr><td style="padding: 2px;"> </td></tr> <tr><td style="padding: 2px;"> </td></tr> </table>	SKAMANIA COUNTY	SOLID WASTE DIVISION	PO BOX 1009	STEVENSON, WA 98648		
SKAMANIA COUNTY							
SOLID WASTE DIVISION							
PO BOX 1009							
STEVENSON, WA 98648							
<p>Signature: _____ Date: _____</p> <p>Printed Name: _____ Title: _____</p>							



APPROVED AS TO FORM:

Skamania County Prosecutor



PRICING FEE SCHEDULE

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model** – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.
- **Absorbed Model** - credit card/debit card Merchant Services, Electronic Check Services and the Secure Gateway are absorbed by your office

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

2.50% of the payment amount with a minimum fee of \$1.95 based upon volume.

Electronic check – online WEB payments

Includes Forte Verification for known accounts

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$1.75 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.00 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.00 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.00 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.00 w/Verification	Per Transaction

Optional - Absorbed Pricing Option:

Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Visa, MasterCard, Discover	*Pass Thru pricing + \$0.12 + .40bpts*	Per Transaction
American Express	*Pass Thru pricing + \$0.12	Per Transaction
Forte Protect (End-2-End Encryption)	\$0.10	Per Transaction
Account Updater (Optional)	\$0.35	Per Transaction
Chargeback Fee	\$25.00	Per Chargeback
Batch Fee	\$0.00	No Charge - Waived
Gateway Fee	\$0.00	No Charge - Included
ACH Fee-debits/credits	\$0.25 w/o Forte Verify \$0.50 with Forte Verify	Per Transaction
ACH Return Fee	\$2.00	Per Return
Statement Fee	\$5.00	Each Month per merchant account

*Pass Thru pricing includes the direct interchange dues, assessments and all other fees that are charged directly from the associations. Forte Payment Systems believes in transparent pricing, meaning that we utilize a *Pass-Thru Plus* pricing model. Interchange pass thru pricing is a form of credit card processing that allows the actual cost of the processing (*interchange fees & assessments) to be passed directly through to your office. The advantage of this pricing strategy is that it is transparent and, in most instances, provides the lowest processing costs.

Forte's fees include: Total volume processed multiplied by bpts
 Total # of transactions processed by per item fee

Equipment and Service Pricing:

The following table reflects our Equipment and Service Offerings

Standard Product and Optional Service Pricing	Description	Fees and Cost of Equipment
VeriFone Vx520 EMV Terminal		\$299.00 per reader plus shipping
VeriFone Vx520 Hybrid Cable Requirement	Used for Hybrid Load Terminals	\$24.95
On-line Reporting Tools	All Channels (INT, IVR, POS)	Unlimited Users \$0.00
Set-Up Fee	Configuration, Implementation, Training	WAIVED

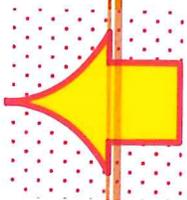
Select pricing option desired: **Absorbed Pricing** **Service Fee Pricing** **Gateway Only Pricing**

*Required Merchant Signature: _____

Date _____

APPROVED AS TO FORM:

 Skamania County Prosecutor



PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all applicable appendices and addendums hereto, is entered into as of _____, 20__ (the "Effective Date") by and between CSG Forte Payments, Inc. ("FORTE" or "Party") a Delaware corporation and Skamania County ("AGENCY" or "Party").

FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Agency at any given time shall apply.

2. USAGE

2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither AGENCY nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to AGENCY (or any of its affiliates), even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which AGENCY or any of its affiliates

may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property as defined herein confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to information which can be used to identify an individual consumer (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, payment history, and other unique identifiers) ("Personal Information"). As such, each Party shall: (i) keep all Personal Information in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect Personal Information that are at least as rigorous as accepted industry practices; (iv) as applicable, have in place a program that complies with applicable legal requirements regarding Personal Information.

Except with respect to Personal Information, this section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Association.

5. TERM AND TERMINATION

5.1 **Term.** This Agreement shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days' prior written notice of termination to the other Party.

5.2 **Termination.** In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to AGENCY or its financial condition; or (ii) AGENCY experiences excessive chargebacks; or (iii) AGENCY experiences an actual or suspected data security breach; or (iv) AGENCY violates any applicable Law, Rule or Regulation; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

6. TRANSACTION PROCESSING

6.1 **Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 **Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 **Auth/Capture Transactions.** If a Transaction is sent to FORTE for authorization only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.

- 6.2 **Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.
- 6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, AGENCY must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.
- 6.3 **AGENCY Account.** In order to provide transaction processing services, FORTE may need to establish one or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third party provider sub-contracting with FORTE.
- 6.4 **Limited-Acceptance Agency.** If appropriately indicated on AGENCY's application attached hereto, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card acquirer have no obligation other than those expressly provided under the Payment Association Operating Regulations and applicable law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.
- 6.5 **Bona Fide Sales.** AGENCY shall only complete sales transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than AGENCY, or for purposes related to financing terrorist activities.
- 6.6 **Setting Limits on Transaction Amount.** AGENCY may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.
- 6.7 **Modifying Transactions.** AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.
- 6.8 **Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, is missing information, which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.
- 6.9 **Returned Items.** FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.
- 6.10 **Chargebacks.** AGENCY acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. AGENCY understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY

like any other item hereunder. In the event a Transaction is charged back, for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.11 Excessive Chargebacks. Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, AGENCY's name and contact information as well as transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.12 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or unless a new authorization is obtained from Constituent.

6.13 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within 72 hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Associations and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.14 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Entries may be transmitted through the ACH Network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of AGENCY concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

6.15 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of five (5) years for health-related Transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new authorization from the Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to Transactions, unless applicable law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY, v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY), or AGENCY is participating in a cash back service, vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY, or ix) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that, under no circumstance, will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Association including but not limited to the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 **ACH Authorization.** AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement.

9.2 **Third Party Service Provider.** If AGENCY uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide _____ ("Partner") with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes Partner to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees that FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Associations, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

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12. PRICING AND PAYMENT

12.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Schedule(s) attached

hereto or any amendments thereto. Pricing which utilizes an Absorbed Fee Model will be billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH Debit. Pricing which utilizes a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing which utilizes a flat service fee model are calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during any term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

13. LIMITS OF LIABILITY

13.1 Neither Party shall be liable to the other Party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages and will be limited to the amount of the average monthly fees and charges paid by AGENCY for the Service for the immediate three (3) month period prior to the event giving rise to the applicable claim. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement.

13.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

14. REPRESENTATIONS AND WARRANTIES.

14.1 **FORTE's Representations and Warranties.** FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

14.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

14.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

14.2 **AGENCY's Representations and Warranties.** AGENCY represents and warrants to FORTE that:

14.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) AGENCY shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

14.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

14.3 **Mutual Representations and Warranties.** Each Party represents and warrants to the other that:

14.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

14.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

14.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation,

enforceable in accordance with its terms.

15. FORTE SERVICE POLICY.

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

16. FORCE MAJEURE

Neither Party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and shall use all commercially reasonable efforts to minimize the impact of the event.

17. ASSIGNMENT

The rights granted under this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of _____ . Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide, see Appendix D, Section 4 herein.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice required to be given by either Party hereunder, shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed, to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to FORTE:

CSG Forte Payments, Inc.
500 W. Bethany Drive
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to AGENCY:

Skamania County _____
Solid Waste Division _____
PO Box 1009 _____
Stevenson, WA 98648 _____
Attn: Laura Newman _____

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

CSG FORTE PAYMENTS, INC:

AGENCY:

By: _____

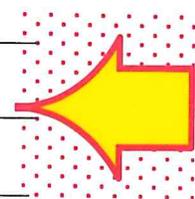
By: _____

Name: _____

Name: _____

Title: _____

Title: _____



APPROVED AS TO FORM:

Skamania County Prosecutor

APPENDIX A DEFINITIONS

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Business Banking Day – Monday through Friday excluding banking holidays.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Confidential Information - Confidential Information may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party's company(s) or investments or

its internal administrative, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

Credit Entry (or "Entry") – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry (or "Entry") – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver –An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.

Returned Entries – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated payment network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant’s Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions –Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users - All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or through software that accesses the FORTE systems through Merchant’s systems, by using Merchant’s access credentials or any other access reasonably presumed to be on behalf of Merchant.

APPENDIX B
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by Agency that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or Laws; and (ii) shall be used solely for the intended use as stated by Agency on the application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act (“FCRA”) as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) Agency will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) Agency acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Agency understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Agency is declining based on other grounds and/or information. Further, if Agency does decline services to a FORTE approved consumer or customer based on alternate information, Agency shall not provide FORTE’s contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Agency shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Agency wants to verify.

3. Retention of Data. Agency acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX C
ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
2. **Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
 - e. AGENCY may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D
AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the "Card") marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.
6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.
7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).
8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.
9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.
10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Skamania County Sheriff	
	Department	Signature
<u>AGENDA DATE</u>	_____	
<u>SUBJECT</u>	EMPG-S Grant E20-267	
<u>ACTION REQUESTED</u>	_____ <u>Authorize contract</u> _____	

SUMMARY/BACKGROUND

DHS provided funds through Washington State Military Department to support emergency management response to COVID-19.

FISCAL IMPACT

\$14,144.00 which will be received and expended in 2021 calendar year.

RECOMMENDATION

Sign contract x 2

LIST ATTACHMENTS

Face sheet
Contract with attachments x 2

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION Skamania County Sheriff	DATE SUBMITTED 08/05/20
PROJECT DESCRIPTION Skamania County Emergency Management Performance Grant Supplemental	CONTRACT NUMBER E20-267

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Bob Hamlin	Skamania County Commissioner Chair
	Richard Mahar	Skamania County Commissioner
	Tom Lannen	Skamania County Commissioner Vice Chair

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Bob Hamlin	Skamania County Commissioner Chair
	Richard Mahar	Skamania County Commissioner
	Tom Lannen	Skamania County Commissioner Vice Chair

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Dave Brown	Skamania County Sheriff
	Jason Fritz	Chief Civil Deputy

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Skamania County Sheriffs Office		Doing business as (DBA) Same	
ADDRESS P.O. Box 790 Stevenson, WA. 98648	Applicable Procurement or Solicitation #, if any: SWV0011110 – 10	WA Uniform Business Identifier (UBI) 600217928000001	Federal Employer Tax Identification #: 91-6001363
This certification is submitted as part of a request to contract.			

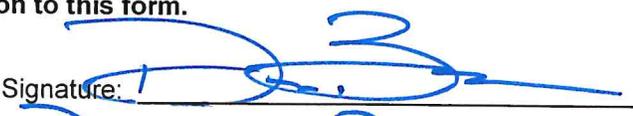
Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

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

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

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

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

Bidder or Contractor Signature: Date: 8-5-20Print Name and Title: David S. Brown, Sheriff

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word “proposal” mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a “lower tier participant”?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

Washington State Military Department

EMERGENCY MANAGEMENT PERFORMANCE GRANT COVID-19 SUPPLEMENTAL AGREEMENT FACE SHEET

1. Subrecipient Name and Address: Skamania, County of Emergency Management PO Box 790 200 Vancouver Avenue Stevenson, WA 98648-0790	2. Grant Agreement Amount: \$14,144	3. Grant Agreement Number: E20-267
4. Subrecipient Contact, phone/email: John Carlson, 509-427-8076 johnc@co.skamania.wa.us	5. Grant Agreement Start Date: January 27, 2020	6. Grant Agreement End Date: December 31, 2021
7. Department Contact, phone/email: Zoie Choate, 253-512-7461 zoie.choate@mil.wa.gov	8. Data Universal Numbering System (DUNS): 017330861	9. UBI # (state revenue): 301-000-403

10. Funding Authority:
Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)

11. Federal Funding Identification #: EMS-2020-EP-00009-S01	12. Federal Award Date: 04/19/2020	13. Assistance Listings # (formerly CFDA) & Title: 97.042 (20EMPG-S)
14. Total Federal Amount: \$2,126,974	15. Program Index # & OBJ/SUB-OBJ: 703PS NZ	16. EIN 91-1980261

17. Service Districts: (BY LEGISLATIVE DISTRICT): 15 (BY CONGRESSIONAL DISTRICT): 3	18. Service Area by County(ies): Skamania	19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
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20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other	21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO	23. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER

24. PURPOSE & DESCRIPTION:
The purpose of the Fiscal Year (FY) 2020 Emergency Management Performance Grant COVID-19 Supplemental (20EMPG-S) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments with their public health and emergency management activities supporting the prevention of, preparation for, response to, and recovery from the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency.
The Department is the Recipient and Pass-through Entity of the 20EMPG-S DHS Award Letter for Grant No.EMS-2020-EP-00009-S01, which is incorporated in and attached hereto as Attachment F and has made a subaward of Federal award 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 and the associated matching funds.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, 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); Work Plan (Attachment C); Timeline (Attachment D); Budget (Attachment E); 20EMPG-S Award Letter EMS-2020-EP-00009-S01 (Attachment F); and all other documents 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 hereto.

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

1. Applicable Federal and State Statutes and Regulations	4. Special Terms and Conditions
2. DHS/FEMA Award and program documents	5. General Terms and Conditions, and,
3. Work Plan, Timeline, and Budget	6. Other provisions of the Agreement incorporated by reference

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT: _____ Signature Date Regan Anne Hesse, Chief Financial Officer Washington State Military Department BOILERPLATE APPROVED AS TO FORM: Dawn C. Cortez 05/09/2020 Assistant Attorney General	FOR THE SUBRECIPIENT: _____ Signature Date Bob Hamlin, Chair Skamania County Board of Comissioners APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review Date
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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	John Carlson	Name	Zoie Choate
Title	DEM Coordinator	Title	Program Coordinator
E-Mail	johnc@co.skamania.wa.us	E-Mail	zoie.choate@mil.wa.gov
Phone	509-427-8076	Phone	253-512-7461
Name	David S. Brown	Name	Reagan Bush
Title	Sheriff/DEM Director	Title	Program Manager
E-Mail	daveb@co.skamania.wa.us	E-Mail	reagan.bush@mil.wa.gov
Phone	509-427-9490	Phone	253-512-7463
Name		Name	Tirzah Kincheloe
Title		Title	Program Manager
E-Mail		E-Mail	tirzah.kincheloe@mil.wa.gov
Phone		Phone	253-512-7456

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 20EMPG-S Program, including, but not limited to, all criteria, restrictions, and requirements of the DHS NOFO FY 2020 EMPG-S document, the DHS Award Letter for Grant No. EMS-2020-EP-00009-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment F.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the performance period described herein 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 SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 20EMPG-S 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.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 20EMPG-S 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 20EMPG-S Program, including, but not limited to, all criteria, restrictions, and requirements of the DHS NOFO FY 2020 EMPG-S document, the DHS Award Letter for Grant No. EMS-2020-EP-

00009-S01 in Attachment F, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 20EMPG-S federal award funds provided to its subrecipients, and associated matching funds, 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 F 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), an indirect cost rate agreement negotiated between the federal cognizant agency and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department Key Personnel. However, under 2 CFR 200.414 (f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 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 <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without 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 D).

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 auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment D) and, once approved, submit those costs 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 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 project(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) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests 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. A written amendment will be required if the Subrecipient expects cumulative transfers to budget categories, as identified in the Budget (Attachment E), to exceed 10% of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
 - m. 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 a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. None of the funds awarded under this Agreement may duplicate the same costs already paid for with funding under FEMA's Public Assistance Program or any other Federal program.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment C) 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 200.318 – 200.326 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 equipment, including the Federal Award Identification Number (FAIN)
 - D. Assistance Listings Number (formerly CFDA Number)
 - E. who holds the title
 - F. acquisition date
 - G. cost of the equipment and the percentage of federal participation in the cost
 - H. location, use, and condition of the equipment at the date the information was reported
 - I. disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

- 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, 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 \$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 years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable categories for the EMPG-S Program are listed in the 20EMPG-S NOFO and on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified in the 20EMPG-S NOFO or on the AEL as allowable under EMPG-S, 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. The Subrecipient must pass on 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 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/environmental-planning-and-historic-preservation-compliance> 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 initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions (Attachment B, A.10). With the exception of the requirements in 2 CFR Part 200.319(b), regarding geographical preferences and 2 CFR Part 200.321 regarding contracting small and minority businesses, women's business enterprises, and labor surplus area firms, which have been temporarily exempted by OMB Memo M-20-17. These exempted requirements will be reinstated upon notification from OMB that it has discontinued the exemption.
- 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, budget, and federal requirements
 - v. Observation and documentation of Agreement related activities, such as training, events, and equipment demonstrations
 - 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)

- a. 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 <http://www.lep.gov>.

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2020 federal preparedness funding, to include EMPG-S, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at <https://www.fema.gov/media-library/assets/documents/130743>.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

The Department receives EMPG-S funding from DHS/FEMA, to assist state, local, and tribal governments with their public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing COVID-19 public health emergency as authorized by the *Coronavirus Aid, Relief, and Economic Security (CARES) Act*, Div. B (Pub. L. No. 116-136); section 662 of the *Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA)*, as amended (Pub. L. No. 109-295) (6 U.S.C. § 762); *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

A portion of the 20EMPG-S is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

1. The Subrecipient shall use the EMPG-S funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
2. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
3. The Subrecipient shall provide a fifty percent match of non-federal origin. The Federal share applied toward the EMPG-S budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment E). To meet matching requirements, the Subrecipient's cash matching contributions must be considered reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.
4. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
5. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW)/Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional TEPW/IPPW.
6. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior 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 Policy FP 207-008-064-1 (<https://www.fema.gov/media-library/assets/documents/34856>), the training must fall within the FEMA mission scope and be included in the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. See DHS/FEMA's Information Bulletin 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants https://www.fema.gov/media-library-data/1532096548973-d6869629eef3ce43b92691f4254829dc/Training_Course_Review_and_Approval_IB_Final_7_19_18_508.pdf. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 20EMPG-S funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 20EMPG-S Award Letter and its incorporated documents for DHS Grant No. EMS-2020-EP-00009-S01, which are incorporated and made a part of this Agreement as Attachment F.

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

A.1 DEFINITIONS

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

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington State 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. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.93 for all other purposes.
- 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. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

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

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

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

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

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 200.326 Contract provisions. As per OMB Memo 20-17, certain procurement requirements have been temporarily exempted. For details, refer to the Special Terms and Conditions, Section 6(a).

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

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction,

- completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 - 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
 - 10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded

\$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six (6) 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," the Department encourages Subrecipients to use, to the greatest extent practicable and consistent with the law, the use of goods, products, and materials produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

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

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

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

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

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

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

A.18 NOTICES

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

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

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless

the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

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

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

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

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

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

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

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

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

A.27 SEVERABILITY

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

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

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

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

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

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

request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

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

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

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

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

A.30 TAXES, FEES AND LICENSES

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

A.31 TERMINATION FOR CONVENIENCE

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

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing 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 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.33 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.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

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

A.35 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.36 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.

WORK PLAN

FY 2020 Emergency Management Performance Grant COVID-19 Supplemental

Emergency Management Organization: Skamania County Emergency Management

The purpose of EMPG-S funds is to assist state, local, and tribal emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. Funding will be used to support planning and operational readiness for COVID-19 preparedness and response, development of tools and strategies for prevention, preparedness, and response, and ongoing communication and coordination among federal, State, local, tribal, and territorial partners throughout the response. EMPG-S grant funds are intended to support the National Preparedness Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats and hazards that pose the greatest risk to the security of the Nation.

Program Area #1 Title

Response & Mitigation Activities

WORK PLANNED	RESULT OF THE WORK
1 Personal Protective Equipment (PPE) resource procurement, inventory, and distribution to first responders.	Mitigate the spread of COVID-19 from and to first responders as they interact with each other and the public.

Program Area #2 Title

Public Health Support

WORK PLANNED	RESULT OF THE WORK
1 Support Public Health with the local Incident Management Team (IMT) by providing assistance with all five functional areas of the Incident Command System (ICS).	Reduce the workload of the local limited Public Health Department personnel to better serve the public.

Program Area #3 Title

EOC Equipment

WORK PLANNED	RESULT OF THE WORK
1 Purchase and install a video conferencing suite for the Emergency Operations Center.	Enhanced communication capability with local and regional agencies that will continue to work in a virtual environment.

TIMELINE

FY 2020 Emergency Management Performance Grant COVID-19 Supplemental

DATE	TASK
January 27, 2020	Grant Agreement Start Date
October 31, 2020	Submit EHP Review Forms
January 31, 2021	Submit reimbursement request
July 31, 2021	Submit reimbursement request
December 31, 2021	Grant Agreement End Date
February 15, 2022	Submit final reimbursement request, final report, and/or other deliverables.

BUDGET

FY 2020 Emergency Management Performance Grant COVID-19 Supplemental

20EMPG-S AWARD \$ 14,144.00

SOLUTION				
AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT	
PLANNING	Salaries & Benefits	\$ -	\$ -	
	Overtime/Backfill	\$ -	\$ -	
	Consultants/Contractors	\$ -	\$ -	
	Goods & Services	\$ -	\$ -	
	Travel/Per Diem	\$ -	\$ -	
	Subtotal	\$ -	\$ -	
ORGANIZATION	Salaries & Benefits	\$ -	\$ 14,144	
	Overtime/Backfill	\$ -	\$ -	
	Consultants/Contractors	\$ -	\$ -	
	Goods & Services	\$ -	\$ -	
	Travel/Per Diem	\$ -	\$ -	
	Subtotal	\$ -	\$ 14,144	
TRAINING	Salaries & Benefits	\$ -	\$ -	
	Overtime/Backfill	\$ -	\$ -	
	Consultants/Contractors	\$ -	\$ -	
	Goods & Services	\$ -	\$ -	
	Travel/Per Diem	\$ -	\$ -	
	Subtotal	\$ -	\$ -	
EQUIP	Equipment	\$ 14,144	\$ -	
	Subtotal	\$ 14,144	\$ -	
M&A	Salaries & Benefits	\$ -	\$ -	
	Overtime/Backfill	\$ -	\$ -	
	Consultants/Contractors	\$ -	\$ -	
	Goods & Services	\$ -	\$ -	
	Travel/Per Diem	\$ -	\$ -	
	Subtotal	\$ -	\$ -	
	Indirect	\$ -	\$ -	
	<i>Indirect Cost Rate on file</i>	<i>0%</i>		
TOTAL Grant Agreement AMOUNT:		\$ 14,144	\$ 14,144	

- The Subrecipient will provide a match of **\$14,144** of non-federal origin, 50% of the total project cost (local budget plus EMPG-S award).
- Cumulative transfers to budget categories in excess of 10% of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 703PS – EMPG-S

**20EMPG-S Award Letter
EMS-2020-EP-00009-S01**

Award Letter

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



Tirzah Kincheloe
Military Department, Washington State
20 Aviation Drive
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2020-EP-00009

Dear Tirzah Kincheloe:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) has been approved in the amount of \$2,126,974.00. As a condition of this award, you are required to contribute a cost match in the amount of \$2,126,974.00 of non-Federal funds, or 50 percent of the total approved project costs of \$4,253,948.00.

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

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) Notice of Funding Opportunity.

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

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

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

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

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

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

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

A handwritten signature in black ink, appearing to read "Bridget Bean", with a long horizontal flourish extending to the right.

BRIDGET ELLEN BEAN GPD Assistant Administrator



AGREEMENT ARTICLES

Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S)

GRANTEE: Military Department, Washington State
PROGRAM: Fiscal Year (FY) 2020 Emergency
Management Performance Grant
Program COVID-19 Supplemental
(EMPG-S)
AGREEMENT NUMBER: EMS-2020-EP-00009-S01

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Article I - Summary of Award

Washington State Military Department is awarded a total federal allocation in the amount of \$2,126,974.00 under the Fiscal Year 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) to assist with public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency, in accordance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Div. B (Pub. L. No. 116-136).

Article II - Activities Conducted Abroad

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

Article III - Reporting of Matters Related to Recipient Integrity and Performance

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

Article IV - Trafficking Victims Protection Act of 2000 (TVPA)

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

Article V - 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 VI - Debarment and Suspension

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

Article VII - Fly America Act of 1974

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

Article 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. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX - 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 X - 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 XI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 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 - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect 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 personally identifiable information (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 XIII - 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 XIV - Hotel and Motel Fire Safety Act of 1990

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

Article XV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XVI - 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 XVII - DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as 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>.
6. 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 XVIII - 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. No. 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 XIX - 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 XX - 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 XXI - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) 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 DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/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 XXII - 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 XXIII - 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 XXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 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 XXV - 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 prohibits 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 XXVI - 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 XXVII - 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 XXVIII - 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. No. 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 XXIX - Age Discrimination Act of 1975

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

Article XXX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 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 XXXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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

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

Article XXXII - USA PATRIOT Act of 2001

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

Article XXXIII - 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 XXXIV - 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 XXXV - Universal Identifier and System of Award Management

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

Article XXXVI - Reporting Subawards and Executive Compensation

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

Article XXXVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 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 XXXVIII - 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 XXXIX - Federal Debt Status

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

Article XL - 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 XLI - 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 XLII - 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.

BUDGET COST CATEGORIES

Personnel	\$488,627.00
Fringe Benefits	\$181,427.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$95,875.00
Contractual	\$3,433,380.00
Construction	\$0.00
Indirect Charges	\$54,639.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMS-2020-EP-00009-S01
 2. AMENDMENT NO. ***
 3. RECIPIENT NO. 916001095G
 4. TYPE OF ACTION AWARD
 5. CONTROL NO. WX03217N2020T

6. RECIPIENT NAME AND ADDRESS
 Military Department,
 Washington State
 20 Aviation Drive
 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
 Tirzah Kincheloe
 PHONE NO. 2535127456
 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
 01/27/2020
 12. METHOD OF PAYMENT
 PARS
 13. ASSISTANCE ARRANGEMENT
 Cost Reimbursement
 14. PERFORMANCE PERIOD
 From: 01/27/2020 To: 01/26/2022
 Budget Period
 01/27/2020 01/26/2022

15. 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
Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S)	97.042	2020-FC-GA01-P410- -4101-D	\$0.00	\$2,126,974.00	\$2,126,974.00	See Totals
			\$0.00	\$2,126,974.00	\$2,126,974.00	\$2,126,974.00

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)
 Emergency Management Performance Grants 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)
 Tirzah Kincheloc, Mrs
 DATE
 Wed Apr 29 22:13:06 GMT 2020

18. FEMA SIGNATORY OFFICIAL (Name and Title)

 SHENAUZ SUBRINA WONG, Assistance Officer
 DATE
 Wed Apr 29 17:06:06 GMT 2020