

**BEFORE THE LOCAL BOARD OF HEALTH
PACIFIC COUNTY, WASHINGTON
1216 W. Robert Bush Drive
South Bend, Washington**

**Tuesday, November 10, 2015
9:00AM or shortly thereafter as possible**

AGENDA

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. Consent Agenda items will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

Call to Order

PLEDGE OF ALLEGIANCE FOR PACIFIC COUNTY BOARD OF HEALTH & BOARD OF COUNTY COMMISSIONERS MEETINGS

Public Comment for items not on the agenda *(limited to three minutes per person)*

CONSENT ITEMS (A)

- A)** Approve Rainbow Valley Landfill Claims Vouchers; authorize Chair to sign:
City of Raymond - \$325.00
PUD No. 2 - \$32.11
Broadband Environmental Services - \$750.00
Dragon Analytical Laboratory - \$3,023.00
Royal Heights Transfer Station, Inc. - \$1,076.04

CLOSE MEETING

The Board may add and take action on other items not listed on this agenda and order of action is subject to change

The hearing facility is "barrier free" and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners' Office at the address noted above or at 360/875-9337.

Claims Voucher Rainbow Valley Landfill Trust Fund: Post-Closure Account

CITY OF RAYMOND

 230 2ND STREET

 RAYMOND, WA 98577

| | |
|-----------------|-----------------------|
| Vendor # | Date |
| Reference No. 2 | Purchase Order Number |

Instructions:

1. Attach invoices, sign voucher and submit to the following address: Administrator, Pacific County Department of Community Development, P O Box 26, South Bend, WA 98586.
2. Completed vouchers should be received one week prior to the scheduled Board of Health meeting. Approved vouchers will be paid by the Trustee within 10 days of notification.
3. Payment for incomplete or inadequate vouchers may be delayed.

| Invoice # | Date | Description | Fund | Ops | Base Sub | Sub Elem | Obj | Amount |
|-----------|---------|--------------------|------|-----|----------|----------|-----|-----------|
| 103 | 10/1/15 | LEACHATE TREATMENT | 660 | 000 | 537 | 10 | 41 | \$ 325.00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

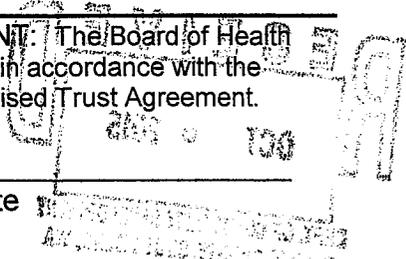
I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against Pacific County, and that I am authorized to authenticate and certify to said claim.

Larry Bale PRES. 10/1/15
 Signature Title Date

Reviewed by: [Signature] Oct 26 '15
 Faith Taylor, Director Date
 Department of Community Development

NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT: The Board of Health has determined that these expenditures as represented and documented are in accordance with the "Plan" or otherwise justified and approves such expense according to the Revised Trust Agreement.

 Chairman, Pacific County Board of Health

Date _____




CITY OF RAYMOND

230 2ND STREET
RAYMOND, WA. 98577
360-942-4100 fax 360-942-4137

Invoice No.

103

INVOICE

Customer

Name RAINBOW VALLEY LANDFILL, INC.
Address 114 AIRPORT ROAD
City RAYMOND State WA. ZIP 98577
Phone _____

Date 10/1/2015
Order No. _____
Rep _____
FOB _____

| Qty | Description | Unit Price | TOTAL |
|-----|----------------------------------|------------|----------|
| 1 | LEACHATE DISPOSAL SEPTEMBER 2015 | \$315.00 | \$315.00 |
| 1 | ROAD MAINTENANCE | \$10.00 | \$10.00 |

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

| | |
|---------------------|-----------------|
| SubTotal | \$325.00 |
| Shipping & Handling | |
| Taxes State | \$0.00 |
| TOTAL | \$325.00 |

Office Use Only

THANK YOU FOR YOUR BUSINESS!

205-47

Claims Voucher
Rainbow Valley Landfill Trust Fund: Post-Closure Account

PUD NO. 2
P.O. BOX 472
RAYMOND, WA 98577

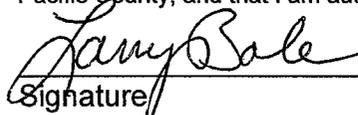
| | |
|-----------------|-----------------------|
| Vendor # | Date |
| Reference No. 2 | Purchase Order Number |

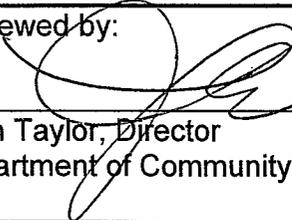
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| Invoice # | Date | Description | Fund | Ops | Base Sub | Sub Elem | Obj | Amount |
|-----------|----------|-------------|------|-----|----------|----------|-----|---------|
| | 10/27/15 | UTILITIES | 660 | 000 | 537 | 10 | 41 | \$32.11 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

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 _____
 Signature Title Date

Reviewed by:  _____
 Faith Taylor, Director Date
 Department of Community Development

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 Chairman, Pacific County Board of Health Date



**PUBLIC UTILITY DISTRICT NO. 2
of PACIFIC COUNTY**

Account Number 19983 Page 1 of 1

Statement Date 10/27/2015

PO Box 472
Raymond WA 98577
raycustserv@pacificpud.org
(360)942-2411
(360)484-7454 (Naselle)

Billing Summary

| | |
|---------------------------------|--------------|
| Previous Balance | 48.65 |
| No Payments Received | 0.00 |
| Past Due Balance - Due Now | 48.65 |
| Current Charges Due By 11/19/15 | 32.11 |
| Total Due | 80.76 |

CHECK ON THIS

*****AUTO**SCH 5-DIGIT 98531
LARRY BALE C-1 P-1
DBA RAINBOW VALLEY LANDFILL
114 AIRPORT RD
RAYMOND WA 98577-9233



Messages
Any electricity on this billing used after September 30, 2015 will include a 4% increase in the power cost adjustment factor (totaling 7%) to account for higher wholesale power costs from BPA.
Due Date does not pertain to Balance Forward amount.

Meter #: A34390 LOC: 14090804-1 Addr: RAINBOW VALLEY LANDFILL Rate Class: 020

Meter Reading Details Meter A34390
Current KWH Reading 10/18/15 85072
Previous KWH Reading 09/18/15 84924
Total KWH Usage 148
Days Served 30

Detail of Charges
89 kWh x 0.071200 6.32
59 kWh x 0.071200 4.22
Power Cost Adj @ 7% 0.44
Power Cost Adj @ 3% 0.13
Elec Basic Charge 21.00
Total This Service 32.11

| MO | Oct 14 | Nov 14 | Dec 14 | Jan 15 | Feb 15 | Mar 15 | Apr 15 | May 15 | Jun 15 | Jul 15 | Aug 15 | Sep 15 | Oct 15 |
|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Usage | 282 | 798 | 781 | 894 | 666 | 442 | 584 | 343 | 343 | 246 | 216 | 377 | 148 |
| Avg/Day | 10 | 28 | 27 | 26 | 23 | 16 | 16 | 12 | 10 | 8 | 9 | 11 | 5 |

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

| | | |
|--|--------------------|-----|
| MAILING ADDRESS | | |
| CITY | STATE | ZIP |
| LOCATION PHONE NUMBER | OTHER PHONE NUMBER | |
| SIGNATURE (REQUIRED TO CHANGE ADDRESS) | | |

| | |
|---------------------|-----------------------------------|
| Account Number | 19983 |
| Due Date | 11/19/2015 |
| Amount Due | 80.76 |
| Warm Heart Donation | |
| Amount Paid | ONLY IF DIFFERENT THAN AMOUNT DUE |

LARRY BALE
DBA RAINBOW VALLEY LANDFILL
114 AIRPORT RD
RAYMOND WA 98577-9233

Public Utility No. 2 of Pacific County *
P.O. Box 472 07
Raymond, WA 98577-0472



PUBLIC UTILITY DISTRICT NO. 2
of PACIFIC COUNTY



PO Box 472
Raymond, WA 98577
raycustserv@pacificpud.org
(360) 942-2411

1 89

LARRY BALE
DBA RAINBOW VALLEY LANDFILL
114 AIRPORT RD
RAYMOND WA 98577-9233

PAST DUE NOTICE

| | |
|-------------------------|------------|
| Account Number | 19983 |
| Billing Date | 09/24/2015 |
| Date of Notice | 10/23/2015 |
| Last Payment Date | 09/14/2015 |
| Last Payment Amt | -36.84 |
| Current Amount Due | 48.65 |
| 30 Days Past Due | 0.00 |
| 60 Days Past Due | 0.00 |
| 90 Days & Over Past Due | 0.00 |
| Notice Due Date | 10/30/2015 |
| Amount Due | 48.65 |

Primary Service Addr: RAINBOW VALLEY LANDFILL

PAST DUE NOTICE

Payment for service(s) has not been received and is currently past the due date. If there is not a response to this notice, your account(s) is subject to fees and/or disconnection. Immediately contact the nearest District office (contact information on reverse side) if:

- Your account was paid and the payment is not reflected on this notice; or
- Arrangements were made for beyond the date of this notice

If the Amount Due is not paid by the Notice Due Date, you may be required to pay any or all of the following fees:

- \$17.00 Late Fee
- \$58.00 Door Hanger Fee
- \$60.00 Reconnect Fee

Termination of service(s) for non-payment can occur anytime after the above Notice Due Date. If disconnected, you will be required to pay a deposit, all amounts due on the account, and any applicable fees prior to restoration of your service(s).

Please Return This Stub With Your Payment

PAST DUE NOTICE

| | |
|--------------|------------|
| Account #: | 19983 |
| Amount Due: | \$48.65 |
| Notice Date: | 10/23/2015 |

LARRY BALE
DBA RAINBOW VALLEY LANDFILL
114 AIRPORT RD
RAYMOND WA 98577

PUBLIC UTILITY DISTRICT NO. 2
of PACIFIC COUNTY
P.O. Box 472
Raymond, WA 98577-0472



2015-48

Claims Voucher
Rainbow Valley Landfill Trust Fund: Post-Closure Account

BROADBAND ENVIRONMENTAL SERVICES
1125 N. 13TH ST. APT. D-13
SHELTON, WA 98584

| | |
|-----------------|-----------------------|
| Vendor # | Date |
| Reference No. 2 | Purchase Order Number |

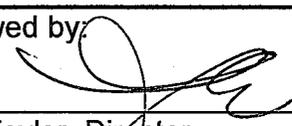
Instructions:

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2. Completed vouchers should be received one week prior to the scheduled Board of Health meeting. Approved vouchers will be paid by the Trustee within 10 days of notification.
3. Payment for incomplete or inadequate vouchers may be delayed.

| Invoice # | Date | Description | Fund | Ops | Base Sub | Sub Elem | Obj | Amount |
|-----------|----------|------------------------|------|-----|----------|----------|-----|----------|
| 0315 | 10/29/15 | WATER QUALITY SAMPLING | 660 | 000 | 537 | 10 | 41 | \$750.00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against Pacific County, and that I am authorized to authenticate and certify to said claim.


PRES.
11/2/15
 Signature Title Date

Reviewed by: 
Nov 4 '15
 Faith Taylor, Director Date
 Department of Community Development

NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT: The Board of Health has determined that these expenditures as represented and documented are in accordance with the "Plan" or otherwise justified and approves such expense according to the Revised Trust Agreement.

_____ Date
 Chairman, Pacific County Board of Health

INVOICE

Broadband Environmental Service

INVOICE #0315
DATE: OCTOBER 29, 2015

301 Wallace Kneeland Blvd.
Ste. 224-186
Shelton, WA 98584
Phone 360 581 7873

George@broadbandenvironmental.com

TO Rainbow Valley Landfill
Attn: Larry Bale
114 Airport Road
Raymond, WA 98577

| FIELD PERSON | JOB | PAYMENT TERMS | DUE DATE |
|-----------------|---------------------------|----------------|----------|
| George Campbell | 3rd Quarter 2015 sampling | Due on receipt | |

| QTY | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|-----------|----------------|------------|------------|
| 5 hours | Sampling | 75.00 | 375.00 |
| 3 hours | Travel Time | 75.00 | 225.00 |
| 2 hours | Report Writing | 75.00 | 150.00 |
| ----- | | | |
| SUBTOTAL | | | 750.00 |
| SALES TAX | | | 0.0 |
| TOTAL | | | 750.00 |

Make all checks payable to Broadband Environmental Services
THANK YOU FOR YOUR BUSINESS!

2015-49

Claims Voucher
Rainbow Valley Landfill Trust Fund: Post-Closure Account

DRAGON ANALYTICAL LABORATORY
2818 MADRONA BEACH RD. NW
OLYMPIA, WA 98502

| | |
|-----------------|-----------------------|
| Vendor # | Date |
| Reference No. 2 | Purchase Order Number |

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| Invoice # | Date | Description | Fund | Ops | Base Sub | Sub Elem | Obj | Amount |
|-----------|----------|-----------------------|------|-----|----------|----------|-----|-----------|
| 150914-12 | 10/14/15 | WATER QUALITY TESTING | 660 | 000 | 537 | 10 | 41 | \$3023.00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

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Kamy Cole PRES. _____
 Signature Title Date 11/2/15

Reviewed by: _____
[Signature] Date Nov 4 '15
 Faith Taylor, Director
 Department of Community Development

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 Chairman, Pacific County Board of Health Date

Dragon Analytical Laboratory, Inc.

2818 Madrona Beach Rd NW
Olympia, WA 98502
360-866-0543

Invoice

| | |
|------------|-----------|
| | Invoice # |
| 10/14/2015 | 150914-12 |

| |
|--|
| Bill To |
| Mr. Larry Bale Rainbow Valley Landfill 114 Airport Road Raymond, WA 98577 |

| | | |
|-------------------------|--------|--------|
| Project # | P.O. # | Terms |
| Rainbow Valley Landfill | | Net 30 |

| Service Date | Qty | Item | Description | Rate | Amount | |
|--------------|-----|----------------|--|--------------|--------|--|
| 9/14/2015 | 1 | Total Coliform | SW Total Coliform | 25.00 | 25.00 | |
| | 1 | Metals, Total | Heavy Metals, Total (Fe,Mn) | 28.00 | 28.00 | |
| | 1 | Metals, Prep | Heavy Metals, Extraction | 10.00 | 10.00 | |
| | 1 | AMO | Ammonia | 25.00 | 25.00 | |
| | 1 | Nitrate | Nitrogen, Nitrate | 25.00 | 25.00 | |
| | 1 | pH | pH Electrometric, Water | 12.00 | 12.00 | |
| | 1 | TOC | Tot Organic Carbon | 45.00 | 45.00 | |
| | | | | MW | | |
| | 5 | Chloride | Chloride | 25.00 | 125.00 | |
| | 5 | COD | Chemical Oxygen Demand | 30.00 | 150.00 | |
| | 5 | Total Coliform | Total Coliform | 25.00 | 125.00 | |
| | 5 | Metals | Heavy Metals, Dissolved (Fe,Mn,Zn) | 42.00 | 210.00 | |
| | 5 | Metals, Prep | Heavy Metals, Extraction | 10.00 | 50.00 | |
| | 5 | AMO | Ammonia | 25.00 | 125.00 | |
| | 5 | Nitrate | Nitrogen, Nitrate | 25.00 | 125.00 | |
| | 5 | Nitrite | Nitrite | 25.00 | 125.00 | |
| | 5 | pH | pH Electrometric, Water | 12.00 | 60.00 | |
| | 5 | TOC | Tot Organic Carbon | 45.00 | 225.00 | |
| | 5 | Sulfate | Sulfate | 25.00 | 125.00 | |
| | | | | L-1 and SWPP | | |
| | 2 | BOD | Biochemical Oxygen Demand | 0.00 | 0.00 | |
| | 1 | COD | Chemical Oxygen Demand | 0.00 | 0.00 | |
| | 2 | Total Coliform | Total Coliform | 0.00 | 0.00 | |
| | 1 | Metals | Heavy Metals, Dissolved (L-1 Fe,Mn,Zn) | 42.00 | 42.00 | |
| | 1 | Metals | Heavy Metals, Total (SWPP- (Cu,Zn) | 28.00 | 28.00 | |
| | 2 | Metals, Prep | Heavy Metals, Extraction | 10.00 | 20.00 | |

| | |
|--|--------------|
| Thank you for your order, we appreciate your business. | Total |
|--|--------------|

Dragon Analytical Laboratory, Inc.

2818 Madrona Beach Rd NW
 Olympia, WA 98502
 360-866-0543

Invoice

| | |
|------------|-----------|
| | Invoice # |
| 10/14/2015 | 150914-12 |

Bill To

Mr. Larry Bale
 Rainbow Valley Landfill
 114 Airport Road
 Raymond, WA 98577

| | | |
|-------------------------|--------|--------|
| Project # | P.O. # | Terms |
| Rainbow Valley Landfill | | Net 30 |

| Service Date | Qty | Item | Description | Rate | Amount |
|--------------|-----|----------------|--------------------------------------|--------|--------|
| | 2 | AMO | Ammonia | 25.00 | 50.00 |
| | 2 | Nitrate | Nitrogen, Nitrate | 25.00 | 50.00 |
| | 2 | Nitrite | Nitrite | 25.00 | 50.00 |
| | 2 | Oil & Grease | Oil & Grease (FOG) HEM | 65.00 | 130.00 |
| | 2 | pH | pH Electrometric, Water | 12.00 | 24.00 |
| | 2 | TSS | TSS | 25.00 | 50.00 |
| | 2 | TURB | Turbidity | 20.00 | 40.00 |
| | 1 | BNA | BNA | 300.00 | 300.00 |
| | 1 | TOC | Tot Organic Carbon | 45.00 | 45.00 |
| | 1 | Sulfate | Sulfate L-2, L-3 | 25.00 | 25.00 |
| | 2 | Chloride | Chloride | 25.00 | 50.00 |
| | 2 | COD | Chemical Oxygen Demand | 30.00 | 60.00 |
| | 2 | Total Coliform | Total Coliform | 25.00 | 50.00 |
| | 2 | Metals | Heavy Metals, Dissolved (Fe, Mn, Zn) | 42.00 | 84.00 |
| | 2 | Metals, Prep | Heavy Metals, Extraction | 10.00 | 20.00 |
| | 2 | AMO | Ammonia | 25.00 | 50.00 |
| | 2 | Nitrate | Nitrogen, Nitrate | 25.00 | 50.00 |
| | 2 | Nitrite | Nitrite | 25.00 | 50.00 |
| | 2 | TOC | Tot Organic Carbon | 45.00 | 90.00 |
| | 2 | Sulfate | Sulfate | 25.00 | 50.00 |

| | |
|--|--------------------------------|
| Thank you for your order, we appreciate your business. | Total \$3,023.00 |
|--|--------------------------------|

2015-50

Claims Voucher
Rainbow Valley Landfill Trust Fund: Post-Closure Account

ROYAL HEIGHTS TRANSFER STATION, INC
114 AIRPORT RD.
RAYMOND, WA 98577

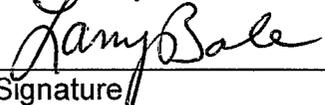
| | |
|-----------------|-----------------------|
| Vendor # | Date |
| Reference No. 2 | Purchase Order Number |

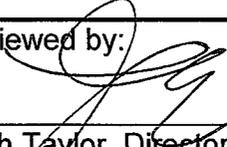
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|-----------|---------|-------------------------|------|-----|----------|----------|-----|-----------|
| 4930 | 11/2/15 | LEACHATE TRANSPORTATION | 660 | 000 | 537 | 10 | 41 | \$1076.04 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

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 Signature _____ Title PRES. Date 11/2/15

Reviewed by: 

 Faith Taylor, Director Date 11/4/15
 Department of Community Development

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_____ Date _____
 Chairman, Pacific County Board of Health

ROYAL HEIGHTS TRANSFER STATION, INC.
114 AIRPORT RD.
RAYMOND, WA 98577

Invoice

| | |
|-------------|------------------|
| DATE | INVOICE # |
| 11/2/2015 | 4930 |

RAINBOW VALLEY LANDFILL, INC.
114 Airport Rd.
Raymond, WA 98577

| | |
|--------------------|--------------|
| P.O. NUMBER | TERMS |
| | net 10 |

| |
|-----------------|
| DUE DATE |
| 11/12/2015 |

| SERVICED | QUANTITY | DESCRIPTION | AMOUNT |
|-----------------|-----------------|--|---------------|
| 10/31/2015 | 84,000 | Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000 | 1,076.04 |

Balance Due

\$1,076.04

| Date | <u>loads</u> | | |
|-----------|----------------------|--------------|-------------------|
| 10/1/2015 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | 1 | | |
| 10 | | | |
| 11 | | | |
| 12 | 1 | | |
| 13 | 1 | | |
| 14 | | | |
| 15 | | | |
| 16 | 1 | | |
| 17 | | | |
| 18 | | | |
| 19 | | | |
| 20 | 1 | | |
| 21 | | | |
| 22 | | | |
| 23 | 1 | | |
| 24 | | | |
| 25 | | | |
| 26 | | | |
| 27 | 2 | | |
| 28 | | | |
| 29 | | | |
| 30 | 3 | | |
| 31 | 3 | | |
| | 14 | | |
| | <i>total gallons</i> | | 84000 |
| | | TOTAL | \$1,076.04 |

**BEFORE THE BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
1216 W. Robert Bush Drive
South Bend, Washington**

**Tuesday, November 10, 2015
9:00AM or shortly thereafter**

The Board of County Commissioners meeting will be called to order following the business of the Local Board of Health

AGENDA

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. Consent Agenda items will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

WORKSHOPS/MEETINGS *(held in the Commissioners Conference Room unless otherwise noted)*

- 10:30 AM Regular Community Development monthly workshop
- 12:00 PM Joint (Elected/Apptd) Management Meeting *(Elections Room)*
- 2:00 PM Regular Prosecutor monthly workshop
- 3:00PM Workshop w/ Auditor re: employee benefits
- 4:30PM PACCOM Admin Board meeting *(Naselle Library)*

Call to Order

Public Comment for items not listed on the agenda *(limited to three minutes per person)*

CONSENT ITEMS (Items 1-4)

Department Of Community Development

- 1) Notice of Lisa Martindale, Administrative Assistant II probation completion, effective November 11, 2015
- 2) Approve Amendment #4 to the Contract for Professional Services with The Watershed Company pertaining to the Shoreline Master Program update

General Business

- 3) Approve Vendor Claims:
Warrants Numbered 129449 thru 129526 - \$202,009.12
- 4) Approve August, 2015 Payroll: total employees - 175;
total payroll - \$689,548.88

The Board may add and take action on other items not listed on this agenda and order of action is subject to change.

The hearing facility is "barrier free" and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners' Office at the address noted above or at 360/875-9337.

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 5) Consider adoption of Resolution 2015-053 in the matter of establishing a policy regarding organization of the Department of Public Works

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 6) Consider approval of request to advertise and hire for the vacant Environmental Health Specialist position; effective January 1, 2016
- 7) Consider approval of Department of Ecology Grant Agreement W2RCPG- 1517-PaCCDD-00066; authorize Director to sign

ITEMS REGARDING HEALTH AND HUMAN SERVICES

- 8) Consider approval of request to advertise and hire a Public Health Nurse

ITEMS REGARDING SHERIFF'S OFFICE

- 9) Consider approval of Emergency Management Performance Grant Contract #E16-113; authorize Chair to sign

ITEMS REGARDING WSU EXTENSION

- 10) Consider approval of Memorandum of Agreement with WSU Extension to provide an extension program; authorize Chair to sign

ITEMS REGARDING BOARDS AND COMMISSIONS

- 11) Consider appointment of Amy Kredlo and Natalie Hanson to the Olympia Area Agency on Aging Council to fill two unexpired vacant positions effective immediately

ITEMS REGARDING GENERAL BUSINESS

- 12) Consider acceptance of Lodging Tax Advisory Committee's FY2016 recommendations and consider approval of the FY2016 Tourism Service Contracts

EXECUTIVE SESSION

- 13) To discuss anticipated litigation, pending litigation or any matter suitable for Executive Session under RCW 42.30.110

The Board may add and take action on other items not listed on this agenda and order of action is subject to change.

The hearing facility is "barrier free" and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners' Office at the address noted above or at 360/875-9337.



Meetings are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:

11/10/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 1

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

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| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
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| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

| | |
|---|---------------------------------|
| DEPARTMENT/OFFICE: Community Development | DIVISION (if applicable): Admin |
| OFFICIAL NAME & TITLE: Megan McNelly | PHONE / EXT: 875-9356 |
| SIGNATURE: | DATE: 11/11/2015 |
| NARRATIVE OF REQUEST | |
| FYI - Lisa Martindale will complete her six month probationary period November 11, 2015. | |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Confirm Lisa Martindale, Administrative Assistant II probation completion, effective November 11, 2015 | |



REQUESTED MEETING DATE:

11/10/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item#: 2

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> PCEMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Community Development

DIVISION (if applicable): Planning

OFFICIAL NAME & TITLE: Megan McNelly

PHONE / EXT: 875-9356

SIGNATURE:

DATE: 11/11/2015

NARRATIVE OF REQUEST

The Department is requesting the BOCC to repeal Amendment #3 and approve Amendment #4 of the contract with the Watershed Company to incorporate the tasks and work on the Shoreline Master Program with the revised budget and scope of work.

The budget and scope of work adjustments were in response to an increase in the SMP grant funding for year 3 of the project.

The total budget for the work done between July 1, 2015, and June 30, 2016, shall not exceed \$89,733.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve Amendment #4 to the Contract for Professional Services with The Watershed Company pertaining to the Shoreline Master Program update and that Amendment #3 is hereby repealed

CONTRACT FOR PROFESSIONAL SERVICES
Between
Pacific County
and
The Watershed Company
Amendment #4

WHEREAS, the Professional Services Contract between Pacific County and the Watershed Company (TWC) effective the 1st of May, 2015, allows for amendment to the general scope of the Agreement and the services to be performed; and

WHEREAS, there is a need to amend the scope of work of the contract to address the work and tasks needed to complete and adopt the Shoreline Master Program (SMP) document,

WHEREAS, there is a need to amend the total amount of funding available to reflect the additional work that is being requested of TWC;

WHEREAS, Amendment #4 replaces Amendment #3, approved July 28, 2015;

NOW, THEREFORE, Section 1, "Services", and Section 2, "Compensation", are hereby amended as follows:

1. SERVICES: See Exhibit A "Amendment #4 Scope of Work" for the work to be performed.
2. COMPENSATION: The County agrees to pay to TWC up to but not exceeding \$89,733 to perform the services amended in Section 1 from the time period of July 1, 2015, through June 30, 2016.

All other terms and conditions within the Agreement shall remain the same.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this ____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Board of County Commissioners

Steve Rogers, Chair

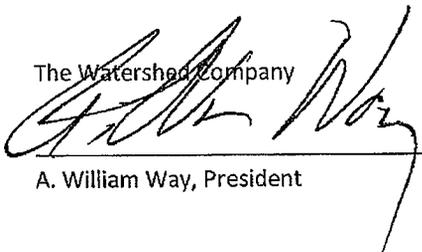
Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

The Watershed Company



A. William Way, President

**AMENDMENT #4
PACIFIC COUNTY
SHORELINE MASTER PROGRAM
SCOPE OF WORK**

Task 6 Draft Shoreline Master Program

C. Assemble Draft SMP

A set of community meetings (open houses), led by the consultant, will be held in August, 2015, at two different locations to present the preliminary draft SMP to the public and gather feedback. The feedback will be considered when the preliminary draft is revisited after receipt of comments from Ecology on the June 2015 Draft SMP. Consultant will prepare a brief summary of the events.

Consultant will lead the re-evaluation and revision of the draft SMP environment designations, policies, and regulations in response to Ecology comments on the June 30, 2015 draft materials, as necessary to assure that they are adequate to achieve no net loss of ecological functions.

Consultant will attend up to three (3) meetings with the Planning Commission prior to the delivery of a 2nd Draft SMP to Ecology.

A revised SMP submittal checklist will be prepared.

Assumptions:

The County shall review and provide comments on all product revisions.

Anticipated Number of Meetings: Up to three (3) meetings with the Planning Commission.

Deliverables:

1. One digital copy of a meeting summary from the Open House events.
2. One digital copy of a preliminary draft of the revised SMP for review and comment by staff and the Shoreline Planning Committee, including:
 - a. Revised designations, policies, and regulations that address the findings of the cumulative impacts analysis.
 - b. Final SMP designation maps (digital and hard copies).
3. One digital copy of final draft SMP for review by the County prior to submittal to Ecology.
4. One hard copy and one digital copy of revised draft SMP including designation maps for submittal to Ecology for review and comment.
5. One digital draft copy of an updated SMP Submittal Checklist for submittal to Ecology.

Due Date: November 30, 2015

Task 6.C Budget: \$22,513

Task 9 Develop Final Draft SMP and Supporting Documents

A. Revisit draft SMP; finalize SMP jurisdiction maps.

Following receipt of Ecology comments on the 2nd Draft SMP submitted under Task 6, Consultant will lead the re-evaluation and revision of the draft SMP environment designations, policies, and regulations. Consultant will prepare final jurisdiction maps of Shorelines of the State identified in Task 3 that will be subject to the SMP.

Exhibit A

The Consultant will attend an additional four (4) meetings with the Planning Commission during review of the SMP, prior to local adoption.

A revised SMP submittal checklist will be prepared.

Assumptions:

The County shall review and provide comments on all product revisions.

Anticipated Number of Meetings: Four additional meetings with the Planning Commission.

Deliverables:

1. One digital copy of final PC draft SMP for review by the County.
2. One hard copy and one digital copy of revised draft SMP including jurisdiction maps for submittal to Ecology for review and comment.
3. One digital draft copy of an updated SMP Submittal Checklist for submittal to Ecology.

Anticipated Due Date: February 8, 2016

Task 9A Budget: \$23,338

Task 10: Local Shoreline Master Program Adoption

A. Assemble complete draft SMP

Consultant, with assistance from the County, will assemble complete final draft SMP for review and approval by the Planning Commissions and County Commissioners. This draft SMP shall include any responses to Ecology comments on the draft submitted under Task 9 deliverables.

Assumptions:

The County shall be responsible for all hardcopy products and distribution to Planning Commission and County Commissioners.

Anticipated Number of Meetings: None

Deliverables:

Consultant shall provide a complete draft SMP in digital format, including any maps of environment designations.

B. Complete SEPA review and documentation

The County will lead completion of a SEPA Checklist and determination. Consultant will review the draft SEPA Checklist and provide assistance as needed.

Anticipated Number of Meetings: None

Deliverables:

One set of review comments on the draft SEPA Checklist.

C. Provide GMA 60-day notice of intent to adopt:

The County will complete the GMA notice process for the SMP and submit the SMP to the Department of Commerce. The Consultant will provide guidance and limited assistance as needed.

Anticipated Number of Meetings: None

Exhibit A

Deliverables:

The County shall prepare and process the GMA notice including copies of all materials.

D. Hold public hearings:

The County shall hold public study sessions and hearings prior to local adoption of the draft SMP, consistent with the requirements of WAC 173-26-100.

Assumptions:

1. As needed, Consultant will provide supporting material content and respond to comments and questions.
2. The County shall compile the names and mailing addresses of all interested parties providing comment.
3. Staff will lead meeting coordination at the workshops and public hearings with Consultant providing support and relevant discussion.
4. Consultant will assist the County by providing supporting notes and responses during the County preparation of public hearing records.

Anticipated Number of Meetings:

1. Five (5) meetings are anticipated, including workshops and public hearings with the Planning Commission and Board of Commissioners, as requested.

Deliverables:

Background and presentation materials as needed for public hearings and workshop meetings.

Due Date: Content materials two weeks prior to dates for the workshops and public hearings.

E. Prepare a responsiveness summary:

Prior to adoption of the draft SMP by the local elected body, Consultant, with County assistance, will prepare a summary responding to relevant comments received during the public hearings and the public comment period, discussing how the draft SMP address the issues identified in each comment.

Assumptions:

The County will compile all comments received. Consultant shall review and provide one set of comments on the draft summary of public comments received. The County shall review and provide comments on all product revisions.

Anticipated Number of Meetings: None

Deliverables:

1. One digital copy of a draft summary of comments received at the workshop meetings for review by the County.
2. One digital copy of a draft summary of relevant public comments received during the public hearings and public comment period for review by the County.
3. One digital copy of a final summary of relevant public comments received during the public hearings and public comment period.

Due Date:

Within seven (7) days following close of the public hearings or comment period, whichever is later.

F. Adopt SMP and submit to Ecology:

The County will complete the adoption process for the SMP with assistance from Consultant and submit the locally-adopted Draft SMP to Ecology. Consultant will assist the County with the assembly of the SMP submittal package.

Exhibit A

Consultant will complete a revised SMP submittal checklist.

Deliverables:

1. One digital draft copy of an updated SMP Submittal Checklist for submittal to Ecology if required.

Task 10 Budget: \$43,882

Project Expenses

All expenses are included within the Tasks outlined above, estimated at 5% of project costs. These include mileage and other travel related expenses, standard State per diem rates, supplies, printing/plotting, and other reprographic services for production of deliverables as stipulated above.

Consultant Project Budget for Amendment #4

| | |
|---------------|-----------------|
| Task 6C: | \$22,513 |
| Task 9A: | \$23,338 |
| Task 10: | <u>\$43,882</u> |
| Total: | \$89,733 |

**COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS**

The vouchers, hereinafter listed, have been audited and certified by the auditing officer as required by RCW 42.24.080 and those expenses/reimbursement claims have been certified as required by RCW 42.24.090 and have been recorded on the attached listing, which has been made available to the Board.

As of this date, November 10, 2015, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

129449 thru 129526 \$ 202,009.12

Warrants Dated: October 30, 2015

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

RECEIVED
PACIFIC COUNTY

NOV -2 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

WHEREAS, the Elected Officials and Department Heads have submitted certified requests for payroll payments for officers and employees to the County Auditor for disbursement as shown by the attached department listings; and,

WHEREAS, the Board of County Commissioners have reviewed the listing as attached; now, therefore,

IT IS HEREBY ORDERED by the Board of County Commissioners that salaries, wages, overtime and other pay are allowed as follows:

MONTH OF: OCTOBER, YEAR OF 2015

TOTAL EMPLOYEES: 175

TOTAL PAYROLL: \$689,548.88

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this ___10th___day of November 2015

Chairperson

Commissioner

Commissioner

Attest: _____
Clerk of the Board

RECEIVED
PACIFIC COUNTY

OCT 29 2015

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS



Board of Pacific County Commissioners
 P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA
 98586 Phone 360/875.9337 * Fax 360/875.9335

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:
11/10/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item#: 5

BOCCA ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Mgmt

OTHER: _____

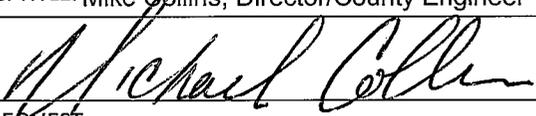
Legal Required

DISTRIBUTION LIST:

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| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

| | |
|---|---|
| DEPARTMENT/OFFICE: DPW | DIVISION (if applicable): Roads |
| OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer | PHONE / EXT: 3368 |
| SIGNATURE:  | DATE: 10-26-15 |
| NARRATIVE OF REQUEST Attached is the DPW Organization Chart for 2015 along with adopting resolution. | RECEIVED PACIFIC COUNTY OCT 26 2015 GENERAL ADMINISTRATION BOARD OF COMMISSIONERS |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Adopt Resolution <u>2015-053</u> in the matter of establishing a policy regarding organization of the Department of Public Works | |

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
RESOLUTION 2015 - _____

IN THE MATTER OF ESTABLISHING A POLICY REGARDING
ORGANIZATION OF THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, it is the authority and the responsibility of the Board of County Commissioners in compliance with WAC 136-50-051 to establish a policy regarding organization for the administration and management of the Pacific County Department of Public Works; and

WHEREAS, periodic review and revision of the policies and organizational responsibilities is necessary to provide the efficient and timely delivery of service to the public; and

WHEREAS, copies of such charts must be prominently posted in the office of the County Road Engineer and Road Department shops in such a manner that it will be readily available to all road department employees and the general public; now therefore,

IT IS HEREBY RESOLVED that the attached Functional Organizational Chart delineating the divisions (work areas), programs, and the primary functional responsibilities of the various personnel is hereby adopted for the Pacific County Department of Public Works; and

BE IT FURTHER RESOLVED that the Organization Chart is approved and the chart be prominently placed as described above; and

BE IT STILL FURTHER RESOLVED that the Director of Public Works is hereby directed to administer, manage, and certify compliance with the attached Functional Organization Chart.

ADOPTED this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

Frank Wolfe, Commissioner

ATTEST:

Clerk of the Board

Lisa Ayers, Commissioner



REQUESTED MEETING DATE:

11/10/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item#: 6

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

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| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
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| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

| | |
|---|------------------------------|
| DEPARTMENT/OFFICE: Community Development | DIVISION (if applicable): EH |
| OFFICIAL NAME & TITLE: Megan McNelly | PHONE / EXT: 875-9356 |
| SIGNATURE: | DATE: 11/3/2015 |
| NARRATIVE OF REQUEST | |
| <p>The Department of Community Development is requesting authorization to advertise and hire for the vacant Environmental Health Specialist position in the 2016 budget. The person would not start until January 1, 2016, and would be a Grade 13, Step 1.</p> | |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) | |
| <p>Approve advertising and hire of Environmental Health Specialist, Grade 13, Step 1, 1.0 FTE, effective January 1, 2016, subject to adequate budget appropriations</p> | |



BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE:
11/10/2015

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 7

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

Review: Clerk of the Board
 Risk Management
 Legal

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

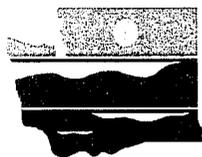
DISTRIBUTION LIST:

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| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Coop. Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

| | |
|--|---------------------------------------|
| DEPARTMENT/OFFICE: Community Development | DIVISION (if applicable): Solid Waste |
| OFFICIAL NAME & TITLE: Megan McNelly | PHONE / EXT: 360.875.9356 |
| SIGNATURE: | DATE: |
| NARRATIVE OF REQUEST | |
| <p>The Department requests authorization to sign Department of Ecology grant agreement W2RCPG-1517-PaCCDD-00066. This grant will be used to fund the Household Hazardous Waste Facility and Mobile, and recycling activities until June 2017.</p> | |
| <p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Approve the Department of Ecology Grant Agreement #W2RCPG-1517-PaCCDD-00066 for the Household Hazardous Waste Facility and Mobile and recycling activities until June 2017, and authorize Director to sign</p> | |



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement W2RCPG-1517-PaCCDD-00066

WASTE 2 RESOURCES COORDINATED PREVENTION GRANT PROGRAM AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

PACIFIC COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and PACIFIC COUNTY COMMUNITY DEVELOPMENT DEPARTMENT, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

| | |
|--|----------------------------|
| Project Title: | 2015-17 CPG Pacific Co IMP |
| Total Cost: | \$164,526.00 |
| Total Eligible Cost: | \$164,526.00 |
| Ecology Share: | \$123,394.50 |
| Recipient Share: | \$41,131.50 |
| The Effective Date of this Agreement is: | 07/10/2015 |
| The Expiration Date of this Agreement is no later than | 06/30/2017 |
| Project Type: | Implementation |

Project Short Description:

Pacific County Community Development Department will spend \$164,526 to continue the moderate risk waste and recycling programs in Pacific County expecting to safely collect and properly dispose of 10 tons of MRW and divert 200 tons of recyclable material from the waste stream.

Project Long Description:

N/A

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

RECIPIENT INFORMATION

Organization Name: PACIFIC COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
Federal Tax ID: 91-6001356
DUNS Number: 084604016
Mailing Address: PO Box 68
South Bend, WA, 98586
Physical Address: PO Box 68
South Bend, Washington, 98586
Organization Email: ftaylor@co.pacific.wa.us

Contacts

| | |
|-----------------------------|---|
| Project Manager | Megan McNelly PO Box 68 South Bend, Washington, 98586 Email: mmcnelly@co.pacific.wa.us Phone: (360) 875-9356 |
| Billing Contact | Megan McNelly PO Box 68 South Bend, Washington, 98586 Email: mmcnelly@co.pacific.wa.us Phone: (360) 875-9356 |
| Authorized Signatory | Faith Taylor-Eldred Director PO Box 68 1216 W Robert Bush Drive South Bend, Washington, 98586 Email: ftaylor@co.pacific.wa.us Phone: (360) 875-9356 |

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Waste 2 Resources
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Waste 2 Resources
300 Desmond Drive
Lacey, WA 98503

Contacts

| | |
|--------------------------|---|
| Project Manager | Tami Ramsey P.O Box 47775 Olympia, Washington, 98504-7775 Email: tmor461@ecy.wa.gov Phone: (360) 407-6612 |
| Financial Manager | Tami Ramsey P.O Box 47775 Olympia, Washington, 98504-7775 Email: tmor461@ecy.wa.gov Phone: (360) 407-6612 |
| Technical Advisor | Tami Ramsey P.O Box 47775 Olympia, Washington, 98504-7775 Email: tmor461@ecy.wa.gov Phone: (360) 407-6612 |

SCOPE OF WORK

Task Number: 1 **Task Cost: \$116,526.00**

Task Title: MODERATE RISK WASTE PROGRAM

Task Description:

RECIPIENT will continue the MRW Program that includes operations of the MRW fixed facility as prescribed in the operations plan; the Small Quantity Generator (SQG) Program; the Waste Exchange Program; managing six used oil collection sites; and offering mobile MRW collection events throughout the county as needed. RECIPIENT will use trained-certified MRW facility staff to receive, sort, test and pack hazardous waste. RECIPIENT staff may participate in trainings, workshops and or affiliations in order to stay current with emerging solid waste issues. The cost of memberships in civic, business, technical and professional organizations are allowed to the extent they are covered in the overhead rate. If RECIPIENT does not charge overhead to this task, it may direct bill for memberships pre-approved by ECOLOGY.

RECIPIENT will contract with Burlington Environmental for assistance with this work as described in the contract. Reimbursement for costs incurred by contractors to implement grant funded activities identified under this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT, and require ECOLOGY approval.

Costs incurred for recycling or disposal of mercury-containing lights accepted by the LightRecycle Washington Program, and recycling or disposal of intentionally crushed mercury-containing lights are not eligible costs under this task.

Generally, the following activities and related costs are eligible under this task. Invoices submitted with the RECIPIENT's request for reimbursement must support costs: Staff time – facility operations, manage contract(s), monitor used oil sites, coordinate locations/dates of mobile collection events, develop and distribute educational materials, education outreach; purchases and purchased services - costs related to developing educational material; advertising costs, recycling and disposal services of collected material, operations costs; contracted services – Burlington Environmental.

Task Goal Statement:

The goal of this task is to provide convenient and safe disposal options to residents, diverting hazardous waste from the environment and encouraging safer alternatives.

Task Expected Outcome:

RECIPIENT expects to divert up to 10 tons of MRW for proper disposal from 150 residential and 4 business participants. RECIPIENT expects to contact 3,500 residents and 25 businesses to participate.

Recipient Task Coordinator: Megan McNelly

MODERATE RISK WASTE PROGRAM

Deliverables

| Number | Description | Due Date |
|---------------|---|-----------------|
| 1.1 | Operate facility, including waste exchange program | |
| 1.2 | Promote the program, develop and distribute education materials, conduct outreach and raise awareness | |
| 1.3 | Submit a copies of contracts to ECOLOGY prior to ECOLOGY approval of contractor-related costs | |
| 1.4 | Track MRW facility participation including the volume of HHW collected | |
| 1.5 | Implement SQG program, track business participation by name and itemize revenue as a credit to the grant if collected material is bulked with HHW | |
| 1.6 | Submit a copy of the schedule for mobile events to ECOLOGY, implement schedule | |
| 1.7 | Provide detailed information from each event including location, participation, waste volume and type | |
| 1.8 | Manage used oil sites | |

SCOPE OF WORK

Task Number: 2 **Task Cost: \$48,000.00**

Task Title: RECYCLING PROGRAM

Task Description:

RECIPIENT will continue recycling services to county residents through the drop box recycling program, special collection events, and promoting public events recycling. RECIPIENT may contract for assistance with this work. Reimbursement for costs incurred by contractors to implement grant funded activities identified under this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT, and require ECOLOGY approval.

RECIPIENT will promote the recycling program through education and outreach, and may utilize a variety of media outlets including newspaper, radio television ads, and 2good2toss.com. RECIPIENT may provide outreach through resources including utility bills, flyers, and brochures and will educate and provide outreach about local opportunities to recycle. RECIPIENT will raise awareness about E-Cycle Washington and other product stewardship programs.

RECIPIENT staff may participate in trainings, workshops and or affiliations in order to stay current with emerging solid waste issues. The cost of memberships in civic, business, technical and professional organizations are allowed to the extent they are covered in the overhead rate. If RECIPIENT does not charge overhead to this task, it may direct bill for memberships pre-approved by ECOLOGY.

DROP BOX RECYCLING: RECIPIENT will use an existing contract with Peninsula Sanitation Service and may enter into a new contract to haul and recycling materials deposited within the ten (10) county owned recycling drop box sites identified in the contract. Contractor is responsible for maintenance of the drop boxes including providing the equipment utilized in the maintenance of the drop boxes and surrounding area. Maintenance of the drop boxes provided by the contractor includes general cleanliness and painting, and lubrication and evaluation of all moveable parts. This service provides residents with a convenient option to recycle material at various locations throughout the county and is currently the only program for residential recycling.

SPECIAL COLLECTION EVENTS: RECIPIENT will use an existing contract with Pacific Solid Waste Disposal, Inc. to host the Household Appliance Collection Day at the south end of the county, annually. The contractor provides staff to oversee events including delivery of materials, directing activity, storage and processing. Compensation is a base rate plus additional charges per units collected. This service provides residents with an easy option to recycle hard-to-recycle items such as refrigerators, freezers, washing machines, dryers, dishwashers, hot water heaters, stoves/ovens, microwaves and toaster ovens. RECIPIENT will enter into a new contract for hosting the Household Appliance Collection Day at the north end of the county, annually.

PUBLIC EVENTS RECYCLING: RECIPIENT will continue the program for public events recycling in Pacific County. RECIPIENT must get ECOLOGY written approval prior to purchasing tools and supplies for the program.

Generally, the following activities and related costs are eligible under this task. Invoices submitted with the RECIPIENT's request for reimbursement must support costs: Staff time - monitor contracts, program operations, develop and distribute educational materials, provide education outreach; purchases and purchased services - equipment, supplies, tools with ECOLOGY prior approval, costs related to developing educational material, advertising, program promotion, recycling and disposal services of collected material, operations costs; contracted services - 2good2toss.com annual renewal.

Task Goal Statement:

W2RCPG-1517-PaCCDD-00066

The goal of this task is to reduce waste, increase recycling, and provide convenient and safe options to residents for hard-to-recycle items.

Task Expected Outcome:

RECIPIENT expects to collect 200 tons of recyclables from drop boxes; 15 tons (200 units) of hard to recycle items from collection events; and 200 pounds of recyclable material from at least five (5) public events over the two-year grant period.

Recipient Task Coordinator: Megan McNelly

RECYCLING PROGRAM

Deliverables

| Number | Description | Due Date |
|--------|---|----------|
| 2.1 | Promote the recycling program, develop and distribute education materials, conduct outreach and raise awareness | |
| 2.2 | Submit copies of contracts to ECOLOGY prior to ECOLOGY approval of contractor-related costs | |
| 2.3 | Manage drop box operations at 10 locations | |
| 2.4 | Submit a copy of the schedule for mobile events to ECOLOGY, implement schedule | |
| 2.5 | Provide detailed information from each event including location, participation, waste volume and type | |
| 2.6 | Research existing "events recycling" programs, develop local program | |

Agreement No: W2RCPG-1517-PaCCDD-00066
Project Title: 2015-17 CPG Pacific Co IMP
Recipient Name: PACIFIC COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

BUDGET

Funding Distribution EG160200

Funding Title: Pacific Co CCDD IMP
Funding Type: Grant Funding Expiration Date: 06/30/2017
Funding Effective Date: 07/10/2015
Funding Source:

Title: State Building Construction Account (SBCA)
Type: State
CFDA:
Assistance Agreement:
Description:

Recipient Match %: 25
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

| Pacific Co CCDD IMP | Task Total |
|-----------------------------|-------------------|
| MODERATE RISK WASTE PROGRAM | \$ 116,526.00 |
| RECYCLING PROGRAM | \$ 48,000.00 |

Total: \$ 164,526.00

Funding Distribution Summary

Recipient / Ecology Share

| Funding Distribution Name | Recipient Match % | Recipient Share | Ecology Share | Total |
|---------------------------|-------------------|---------------------|----------------------|----------------------|
| Pacific Co CCDD IMP | 25.00 % | \$ 41,131.50 | \$ 123,394.50 | \$ 164,526.00 |
| Total | | \$ 41,131.50 | \$ 123,394.50 | \$ 164,526.00 |

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Indirect costs can be charged at a rate of up to 25% of salaries and benefits.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. 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 department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or

contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.

- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's

decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an

extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
 - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low

impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



Board of Pacific County Commissioners
 P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA
 98586 Phone 360/875.9337 * Fax 360/875.9335

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:
November 10, 2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 8

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Mgmt

OTHER: _____

Legal Required

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> NDC | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Fair | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Health | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> Juvenile | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

| | |
|---|---------------------------|
| DEPARTMENT/OFFICE: <u>Health</u> | DIVISION (if applicable): |
| OFFICIAL NAME & TITLE: <u>Mary P. Goelz, Director</u> | PHONE / EXT: <u>2644</u> |
| SIGNATURE:  | DATE: <u>10/27/2015</u> |
| NARRATIVE OF REQUEST <p>Request the Board approve the advertisement and hire of a new Public Health Nurse position, this position would be a 0.7 FTE, Grade 13, Step 1. Depending on the hire this may be based in South Bend or Long Beach. This position would be funded through current funding along with new grant funding. The current funding has to do with a decreased FTE when hiring our last PHN position. The funding for the new grant will need a supplemental budget request before the end of the year.</p> | |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) <p>Approve advertising and hire of Public Health Nurse, Grade 13 Step 1, 0.70 FTE, subject to adequate budget appropriations</p> | |



Board of Pacific County Commissioners
 P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA
 98586 Phone 360/875.9337 * Fax 360/875.9335

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:
11/10/2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item#: 9

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

| | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> NDC | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Fair | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Health | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> Juvenile | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

| | |
|---|---------------------------------|
| DEPARTMENT/OFFICE: Pacific County Sheriff's Office | DIVISION (if applicable): PCEMA |
| OFFICIAL NAME & TITLE: Scott McDougall, Deputy Director | PHONE / EXT: 360-875-9338 |
| SIGNATURE: | DATE: 11/02/2015 |

NARRATIVE OF REQUEST

Request of approval of Emergency Management Performance Grant (EMPG) contract #E16-113 with the Washington State Military Department Emergency Management Division in the amount of \$18,656.00. Also request chair to sign.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve the Emergency Management Performance Grant Contract #E16-113 with the WA State Military Department Emergency Management Division in the amount of \$18,656.00, authorize Chair to sign

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

| | | | | | |
|---|---|---|--|--|---|
| 1. Subrecipient Name and Address: Pacific County Emergency Management PO Box 27 South Bend, WA 98586-0101 | | 2. Grant Agreement Amount: \$18,656 | 3. Grant Agreement Number: E16-113 | | |
| 4. Subrecipient Contact, phone/email: Scott McDougall, (360) 875-9338 smcdougall@co.pacific.wa.us | | 5. Grant Agreement Start Date: June 1, 2015 | 6. Grant Agreement End Date: August 31, 2016 | | |
| 7. Department Program Manager, phone/email: Sierra Wardell, (253) 512-7121 sierra.wardell@mil.wa.gov | | 8. Data Universal Numbering System (DUNS): 084604016 | 9. UBI # (state revenue): 254-000-662 | | |
| 10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS) | | | | | |
| 11. Federal Funding Identification #: EMW-2015-EP-00028-S01 | 12. Federal Award Date: 09/22/2015 | 13. Catalog of Federal Domestic Assistance (CFDA) # & Title: 97.042 (15EMPG) | | | |
| 14. Total Federal Amount #: \$7,219,265 | 15. Program Index # & OBJ/SUB-OBJ: 753PT NZ | 16. TIN: 91-6001356 | | | |
| 17. Service Districts: (BY LEGISLATIVE DISTRICT): 19 (BY CONGRESSIONAL DISTRICT): 3 | | 18. Service Area by County(ies): Pacific County | 19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____ | | |
| 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 FY 2015 Emergency Management Performance Grant (15EMPG) is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to local jurisdictions and tribes with emergency management programs to assist in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 15EMPG Award EMW-2015-EP-00028-S01, which is incorporated in and attached hereto as Attachment #1, 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 (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties 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: <table style="width:100%; border:none;"> <tr> <td style="width:50%; vertical-align: top;"> 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan </td> <td style="width:50%; vertical-align: top;"> 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference </td> </tr> </table> | | | | 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan | 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference |
| 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan | 4. Special Terms and Conditions 5. General Terms and Conditions, and, 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: | | FOR THE SUBRECIPIENT: | | | |
| Signature _____ Date _____ | Signature _____ Date _____ | | | | |
| Richard A. Woodruff, Contracts Administrator Washington State Military Department | Steve Rogers, Chair Board of County Commissioners | | | | |
| BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file 9/22/2015) Assistant Attorney General | APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review | Date _____ | | | |

Form 05/12/2015 MLL

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 | | MILITARY DEPARTMENT | |
|--------------|--|---------------------|--|
| Name | Scott McDougall | Name | Deborah Henderson |
| Title | Deputy Director | Title | Program Coordinator |
| E-Mail | smcdougall@co.pacific.wa.us | E-Mail | deborah.henderson@mil.wa.gov |
| Phone | 360-875-9338 | Phone | 253-512-7470 |
| Name | Stephanie Fritts | Name | Sierra Wardell |
| Title | Chief Deputy | Title | Program Manager |
| E-Mail | sfritts@co.pacific.wa.us | E-Mail | sierra.wardell@mil.wa.gov |
| Phone | 360-875-9340 | Phone | 253-512-7121 |
| Name | | Name | Dalton Gamboa |
| Title | | Title | Program Assistant |
| E-Mail | | E-Mail | dalton.gamboa@mil.wa.gov |
| Phone | | Phone | 253-512-7044 |

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 15EMPG Program, including, but not limited to, all criteria, restrictions and requirements of the "Department of Homeland Security Notice of Funding Opportunity FY 2015 Emergency Management Performance Grant" document published by FEMA, the DHS Award Letter for Grant No. EMW-2015-EP-00028-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 #1.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance 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 15EMPG 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 15EMPG funds, including but not limited to those contained in 2 CFR 200.

- ii. The Subrecipient shall require its subrecipient 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 15EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity FY 2015 Emergency Management Performance Grant" document published by FEMA, the DHS Award Letter for Grant No. EMW-2015-EP-00028-S01 in Attachment #1, and the federal regulations commonly applicable to DHS/FEMA grants.
- iii. The Subrecipient shall be responsible to the Department for ensuring that all 15EMPG federal award funds provided to its subrecipient 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 #1 of this Agreement.

2. REIMBURSEMENT & BUDGET REQUIREMENTS

- a. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis 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 (Exhibit E), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs 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. 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 indirect cost rate percentage identified in Exhibit E, Budget. 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, Subrecipients 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 prior written approval by Department Key Personnel.
- e. The Subrecipient will submit reimbursement requests to the Department by submitting 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 (Exhibit D), but not more frequently than monthly.

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department. If the reimbursement request isn't substantial enough, the Subrecipient should request prior written approval from Department Key Personnel to waive the due date in the Timeline (Exhibit D) and instead submit those costs on the next scheduled reimbursement due date contained in the Timeline.

- 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 local, state, or federal auditors.
- g. Any request for extension of a due date in the Timeline (Exhibit D) will be treated as a request for Amendment of the Agreement and 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 can 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 written amendment of this Agreement and issued by the Department.
- 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 timely submit 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 complete 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 between budget categories, as identified in the Budget (Exhibit E), to exceed 10% of the Grant Agreement Amount. Any adjustments to budget categories totals not in compliance with this paragraph will not be reimbursed.
- 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.

3. REPORTING REQUIREMENTS

- a. The Subrecipient shall submit with each reimbursement request a report indicating the Work Plan activities the expenditures for which reimbursement is sought relate to, in the format provided by the Department.
- b. In conjunction with the next annual grant cycle application process, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement. If a Subrecipient will not be applying for grant funding during the next annual grant cycle application process, the Subrecipient will submit a final report with its final reimbursement request to the Department detailing progress on all activities listed in the Work Plan.
- c. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Exercise and Training requirements were met for all personnel funded by federal or matching funds under this Agreement.
- d. The Subrecipient shall also 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 the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>, which is incorporated by reference and made a part of this Agreement.
- e. The Subrecipient shall participate in the State's annual capabilities assessment for the State Preparedness Report.

4. EQUIPMENT MANAGEMENT

- a. Subrecipients and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326, 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. Equipment records shall include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Federal Award Identification Number (FAIN); Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and 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 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 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.
 - 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.
 - ix. If upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value which will not be needed for any other Federal award, or when original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, the Subrecipient must comply with following procedures:
 - A. The Subrecipient may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.
 - B. The Subrecipient must dispose of equipment as follows:
 - i. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Subrecipient with no further obligation to the awarding agency.
 - ii. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Subrecipient shall compensate the Federal-sponsoring agency for its share.
 - x. 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 Subgrantee shall comply with EMD's Purchase Policy contained within the EMD Purchase Workbook version 2015.1 located at <http://mil.wa.gov/emergency-management-division/grants/homeland-security-grants>, incorporated by reference and made part of this Agreement.

No reimbursement will be provided unless the appropriate approval has been received.

- c. Allowable equipment categories for the 15EMPG Program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/preparedness-non-disaster-grants>. The AEL consists of 21 categories which are divided into sub-categories. It is important 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. Subrecipients are solely responsible for ensuring purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
If the item is not identified on the AEL as allowable under EMPG, Subrecipients must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
Subrecipients are solely responsible for ensuring equipment eligibility in accordance with the AEL.
- 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. Equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.
- f. As a subrecipient of federal funds, 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 sub award of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. Subrecipients are required to comply with DHS/FEMA EHP Policy Guidance which can be found at <https://www.fema.gov/office-environmental-planning-and-historic-preservation>; FP 108-023-1 Environmental Planning and Historic Preservation Policy Guidance at <http://www.fema.gov/media-library/assets/documents/85376>; and FP 108.24.4 Environmental Planning and Historical Preservation Policy at <https://www.fema.gov/media-library/assets/documents/101537>, all of which are incorporated in and made a part of this Agreement.

- a. Subrecipients proposing projects that have the potential to impact the environment, including, but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.

- b. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- c. 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 before** funds are reimbursed. Expenditures for projects started before EHP process review completion approval is received 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, Exhibit B, A.11.
- b. For all sole source contracts expected to exceed \$150,000, 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 2 CFR Part 200 Subpart F Audit Certification Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this 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-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 exercises, training, funded 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. Compliancy 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. All subrecipients 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 (PPD)-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. The Subrecipient agrees that in order to receive Federal Fiscal Year 2015 federal preparedness funding, to include EMPG, NIMS compliance requirements for 2015 must be met.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

- 1. The Department receives EMPG Program funding from the DHS/FEMA, which is provided to assist state, local and tribal governments enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).

2. A portion of the 15EMPG grant was identified by the state to be 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 under WAC 118-09.
3. The Subrecipient shall use the EMPG 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. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
4. The Subrecipient shall provide a fifty percent match of **\$18,656** of non-federal origin. To meet matching requirements, the Subrecipient 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.
5. Exercises that are implemented with EMPG Program funds under this Agreement must meet the requirements of the 15EMPG Program.
6. All personnel funded in any part through federal award or matching funds under this Agreement shall participate in no less than three exercises in a 12-month period. The Subrecipient will report exercise participation along with the final report.
7. All personnel funded in any part through federal award or matching funds under this Agreement shall complete the following training requirements and record proof of completion: NIMS Training ICS 100, ICS 200, IS 700, and IS 800 and the FEMA Professional Development Series IS 120, IS 230, IS 235, IS 240, IS 241, IS 242, and IS 244. The Subrecipient will report training course completion by individual personnel along with the final report.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 15EMPG Program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 15EMPG Award Letter and its incorporated documents for DHS Grant No. EMW-2015-EP-00028-S01, which are incorporated and made a part of this Agreement as Attachment #1.

**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.
- f. **"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.

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 (<http://www.sam.gov>) 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" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>). 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 sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 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.9 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.10 CONTRACTING & PROCUREMENT

- a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

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

- 1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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 effected 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 awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the Department, the Subrecipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

- b. The Department reserves the right to review the Subrecipient 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 sub-contractors, 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 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.

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 scope of work 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 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.

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)

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 non-profit 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 Subpart F.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. 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.

Once the single audit has been completed and it includes any audit findings, the Subrecipient must send a full copy of the audit to the Department and its corrective action plan no later than nine (9) months after the end of the Subrecipient's fiscal year(s) to:

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

If the Subrecipient claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Subrecipient's fiscal year(s) to the address listed above:

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.

The Subrecipient shall include the above audit requirements in any subawards.

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.

15EMPG WORK PLAN

Emergency Management Organization: Pacific County Emergency Management Agency (PCEMA)

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention; protection; response; recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be conducted in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, train and exercise, plan, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include 15EMPG grant and local funds).

| | |
|------------------------|---|
| Program Area #1 | Preparedness |
| OBJECTIVE | PCEMA is constantly striving for a community that is 100% prepared; this may never be achieved and as long as it is not, it remains a gap. Continue preparedness activities to include publishing a bi-monthly newsletter to disseminate the agency preparedness and prevention themes and providing preparedness information to the public; offering many other forms of training to the public, including CERT, tsunami specific training, and Map Your Neighborhood; and providing preparedness training through annual preparedness fairs and through periodic trainings in the community at large. |

| | |
|---------------------------------------|---|
| Emergency Management Function: | Crisis Communications, Public Education and Information |
|---------------------------------------|---|

Performance Measure(s) that will be used to evaluate the program area

Target (intended outcome)

As close to 100% of the community, as possible, prepared for a disaster.

Measurement (how to tell if success has been achieved)

Reach 2500 people via social media and have 700 online subscribers. Our message is seen by at least 1500 people on a bi-monthly basis. At a minimum, quarterly training and/or exercises for EOC staff are conducted; EM staff complete monthly training on the emergency notification system and train other county staff as appropriate; intermittent exercises are conducted using the emergency notification system; County-wide "ShakeOut" drill is conducted; Regional full scale exercise occurs.

| | | | | | |
|-------------------|---|---|--------------|----|--------------|
| ACTIVITIES | 1 | Publish a bi-monthly newsletter to disseminate the agency preparedness and prevention themes as well as providing preparedness information to the public - Document the total number of subscribers, and total number of people reached via social media. | sustainment | | |
| | | <i>Milestone:</i> Publish Bi Monthly Newsletter | August 2015 | to | August 2016 |
| | 2 | Conduct Quarterly EOC Training - Document number of people who participate in various exercises. | sustainment | | |
| | | <i>Milestone:</i> EOC Training in South Bend EOC | June 2015 | to | August 2016 |
| | | <i>Milestone:</i> EOC Training in Long Beach EOC | June 2015 | to | August 2016 |
| | 3 | Emergency Notification Testing - Document the number of people reached during emergency notification tests. Track performance improvements over previous drills and tests. | sustainment | | |
| | | <i>Milestone:</i> Conduct north county emergency notification test | October 2015 | to | October 2015 |
| | | <i>Milestone:</i> Conduct south county emergency notification test | October 2015 | to | October 2015 |
| | 4 | County Staff training and coordination of county-wide Shake Out drill | sustainment | | |
| | | <i>Milestone:</i> Educate and prepare all county employees in preparation for earthquake and tsunami. | June 2015 | to | June 2016 |
| | | <i>Milestone:</i> Have all county employees participate in Great Shakeout Event | October 2015 | to | October 2015 |

| | | | | |
|---|--|--|-----------|--------------|
| 5 | Participate in planning and execution of Cascadia Rising Functional Exercise | | | sustainment |
| | Milestone: | Participate in the planning of the exercise. | June 2015 | to June 2016 |
| | Milestone: | Actively participate in the exercise. | June 2016 | to June 2016 |

| | | | | |
|------------------------|---|-----------------|--|--|
| Program Area #2 | | Planning | | |
| OBJECTIVE | 1. Creating Continuity of Operations Plans/Continuity of Government Plans for Pacific County, as well as, the four municipalities that exist within Pacific County. | | | |
| | 2. Conduct bi-monthly workshops and update the Pacific County Comprehensive Emergency Management Plan and Emergency Support Functions. | | | |

Emergency Management Function: Operations and Procedures

Performance Measure(s) that will be used to evaluate the program area

Target (intended outcome)

Agencies served by the Pacific County Emergency Management Agency have a continuity of operations plan in place.

Measurement (how to tell if success has been achieved)

1) Continuity of Operations/Continuity of Government Plan in place for a minimum of three Pacific County Departments and one member city.
 2) Document completion of 25% of CEMP reviewed and updated through bi-monthly workshops to review the Pacific County Comprehensive Emergency Management Plan and Emergency Support Functions to include considerations for access and functional needs population.

| | | | | | |
|-------------------|---|---|---|---------------|------------------|
| ACTIVITIES | 1 | Select vendor to provide COOP/COG planning services. | | | enhancement |
| | | Milestone: | Issue Request for Proposal for COOP vendor. | October 2015 | to December 2015 |
| | | Milestone: | Award Contract | December 2015 | to January 2016 |
| | 2 | Engage Pacific County Department Heads and Municipal leaders in COOP/COG planning process. Coordinate needs of entities with the services provided by vendor. | | | enhancement |
| | | Milestone: | Planning process, to completion of plan | January 2016 | to August 2016 |
| | | Milestone: | Wrap up evaluation of planning process | July 2016 | to August 2016 |
| | 3 | Hold bi-monthly workshops to update the Comprehensive Emergency Management Plan and Emergency Support Functions. | | | sustainment |
| | | Milestone: | Conduct bi-monthly CEMP update workshop, request participation from all stakeholders. | June 2015 | to August 2016 |

| | | | | |
|------------------------|--|--|--|--|
| Program Area #3 | | Training and Professional Development | | |
| OBJECTIVE | Provide for training and professional development for Chief Deputy and Deputy Director, to enhance the capability and capacity of the agency. Continue training of volunteer staff and public. | | | |

Emergency Management Function: Training

Performance Measure(s) that will be used to evaluate the program area

Target (intended outcome)

Chief Deputy and Deputy Director are trained and prepared to execute their responsibilities as efficiently and effectively as possible.

Measurement (how to tell if success has been achieved)

Chief Deputy and the Deputy Director will attend at least one professional development class or conference quarterly

| | | | | | |
|--|---|---|----------------|-------------|----------------|
| ACTIVITIES | 1 | Attend Conferences and Events related to Emergency Management | | | enhancement |
| | | <i>Milestone:</i> WSEMA Conference | September 2015 | to | September 2015 |
| | | <i>Milestone:</i> Partners in Preparedness Conference | April 2016 | to | April 2016 |
| | 2 | Attend Applicable Professional Development Training | | | sustainment |
| <i>Milestone:</i> Classes to be determined based on availability | | August 2015 | to | August 2016 | |

TIMELINE**FFY 2015 Emergency Management Performance Grant Program**

| DATE | TASK |
|------------------|--|
| June 1, 2015 | Grant Agreement Start Date |
| April 30, 2016 | Submit reimbursement request |
| August 31, 2016 | Grant Agreement End Date |
| October 15, 2016 | Submit final reimbursement request, additional reports, and/or deliverables. |

BUDGET

FFY 2015 Emergency Management Performance Grant Program

15EMPG AWARD \$ 18,656.00

| SOLUTION AREA | CATEGORY | EMPG AMOUNT | MATCH AMOUNT |
|--------------------------------------|-------------------------|------------------|------------------|
| PLANNING | Salaries & Benefits | \$ - | \$ 10,000 |
| | Overtime/Backfill | \$ - | \$ - |
| | Consultants/Contractors | \$ 16,856 | \$ - |
| | Goods & Services | \$ - | \$ - |
| | Travel/Per Diem | \$ - | \$ - |
| | Indirect | 0% \$ - | \$ - |
| | Subtotal | \$ 16,856 | \$ 10,000 |
| ORGANIZATION | Salaries & Benefits | \$ - | \$ 3,656 |
| | Overtime/Backfill | \$ - | \$ - |
| | Consultants/Contractors | \$ - | \$ - |
| | Goods & Services | \$ - | \$ - |
| | Travel/Per Diem | \$ - | \$ - |
| | Indirect | 0% \$ - | \$ - |
| | Subtotal | \$ - | \$ 3,656 |
| EXERCISE | Salaries & Benefits | \$ - | \$ - |
| | Overtime/Backfill | \$ - | \$ - |
| | Consultants/Contractors | \$ - | \$ - |
| | Goods & Services | \$ - | \$ - |
| | Travel/Per Diem | \$ - | \$ - |
| | Indirect | 0% \$ - | \$ - |
| | Subtotal | \$ - | \$ - |
| TRAINING | Salaries & Benefits | \$ - | \$ 5,000 |
| | Overtime/Backfill | \$ - | \$ - |
| | Consultants/Contractors | \$ 1,800 | \$ - |
| | Goods & Services | \$ - | \$ - |
| | Travel/Per Diem | \$ - | \$ - |
| | Indirect | 0% \$ - | \$ - |
| | Subtotal | \$ 1,800 | \$ 5,000 |
| EQUIP | Equipment | \$ - | \$ - |
| | Indirect | 0% \$ - | \$ - |
| | Subtotal | \$ - | \$ - |
| M&A | Salaries & Benefits | \$ - | \$ - |
| | Overtime/Backfill | \$ - | \$ - |
| | Consultants/Contractors | \$ - | \$ - |
| | Goods & Services | \$ - | \$ - |
| | Travel/Per Diem | \$ - | \$ - |
| | Indirect | 0% \$ - | \$ - |
| Subtotal | \$ - | \$ - | |
| TOTAL Grant Agreement AMOUNT: | | \$ 18,656 | \$ 18,656 |

- The Subrecipient will provide a match of at least **\$18,656**, 50% of the total project cost (local/tribal budget plus EMPG award), of non-federal origin.
 - Cumulative transfers between budget categories in excess of 10% of the grant agreement amount will not be reimbursed without prior written authorization from the Department.
- Funding Source: U.S. Department of Homeland Security - PI# 753PT – EMPG

Award Letter



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

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

Re: Grant No. EMW-2015-EP-00028

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Emergency Management Performance Grants has been approved in the amount of \$7,219,265.00. As a condition of this award, you are required to contribute a cost match in the amount of \$7,219,265.00 of non-Federal funds, or 50 percent of the total approved project costs of \$14,438,530.00.

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)
- FY 2015 Emergency Management Performance Grants Funding Opportunity Announcement.

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 go on-line to the ND Grants system at <https://portal.fema.gov>. After logging in, you will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF 1199A, Direct Deposit Sign-up Form. The information on the 1199A must match your SAM record. Be sure to include your DUNS and grant number on the form in Section 1F "Other." The SF 1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

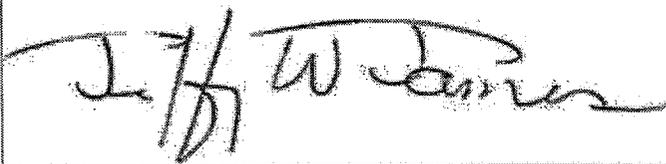
FEMA Finance Center
Attn: Vendor Maintenance
P.O. Box 9001
Winchester, VA 22604

Secured Fax: (540) 504-2625
Email: FEMA-Finance@FEMA.DHS.gov

System for Award Management (SAM): Please ensure that your organization's name, address, DUNS number, EIN, and banking information are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all

FEMA awards. The System for Award Management is located at <http://www.sam.gov>. Future payments will be contingent on the information provided in the SAM; therefore it is imperative that the information is correct.

If you have any questions or concerns regarding the process to request your funds, please call (866) 927-5646.

A handwritten signature in black ink, appearing to read "Jeffrey James". The signature is written in a cursive style with a horizontal line underneath it.

JEFFREY JAMES, Acting Division Director, FEMA Region X

Agreement Articles

2014-10-01 00:00:00.0



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

AGREEMENT ARTICLES
Emergency Management Performance Grants

GRANTEE: Washington Military Department
PROGRAM: Emergency Management Performance Grants
AGREEMENT NUMBER: EMW-2015-EP-00028-S01

TABLE OF CONTENTS

| | |
|--------------|--|
| Article I | 2015 EMPG HOLD on FUNDS |
| Article II | Acknowledgement of Federal Funding from DHS |
| Article III | Activities Conducted Abroad |
| Article IV | Age Discrimination Act of 1975 |
| Article V | Americans with Disabilities Act of 1990 |
| Article VI | Best Practices for Collection and Use of Personally Identifiable Information (PII) |
| Article VII | Title VI of the Civil Rights Act of 1964 |
| Article VIII | Civil Rights Act of 1968 |
| Article IX | Copyright |

| | |
|-----------------|---|
| Article X | Assurances, Administrative Requirements and Cost Principles |
| Article XI | Debarment and Suspension |
| Article XII | Drug-Free Workplace Regulations |
| Article XIII | Duplication of Benefits |
| Article XIV | Energy Policy and Conservation Act |
| Article XV | Reporting Subawards and Executive Compensation |
| Article XVI | False Claims Act and Program Fraud Civil Remedies |
| Article XVII | Federal Debt Status |
| Article XVIII | Fly America Act of 1974 |
| Article XIX | Hotel and Motel Fire Safety Act of 1990 |
| Article XX | Limited English Proficiency (Civil Rights Act of 1964, Title VI) |
| Article XXI | Lobbying Prohibitions |
| Article XXII | Non-supplanting Requirement |
| Article XXIII | Patents and Intellectual Property Rights |
| Article XXIV | Procurement of Recovered Materials |
| Article XXV | Contract Provisions for Non-federal Entity Contracts under Federal Awards |
| Article XXVI | SAFECOM |
| Article XXVII | Terrorist Financing E.O. 13224 |
| Article XXVIII | Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) |
| Article XXIX | Trafficking Victims Protection Act of 2000 |
| Article XXX | Rehabilitation Act of 1973 |
| Article XXXI | System of Award Management and Universal Identifier Requirements |
| Article XXXII | USA Patriot Act of 2001 |
| Article XXXIII | Use of DHS Seal, Logo and Flags |
| Article XXXIV | Whistleblower Protection Act |
| Article XXXV | DHS Specific Acknowledgements and Assurances |
| Article XXXVI | Disposition of Equipment Acquired Under the Federal Award |
| Article XXXVII | Prior Approval for Modification of Approved Budget |
| Article XXXVIII | Acceptance of Post Award Changes |

Article I - 2015 EMPG HOLD on FUNDS

This special condition is hereby applied to the Washington Military Department's FY 2015 EMPG award. The recipient agrees not to obligate, expend or drawdown 100% of the Federal share, \$7,219,265 until a 2015 EMPG Work Plan, which includes the program narrative, grant activities outline, budget, budget detail, and data tables, have been reviewed and approved by the FEMA Regional Program Manager, and an official notice has been issued removing this special condition. This 2015 EMPG Work Plan shall be submitted by 5:00 p.m. Pacific Daylight Time on October 9, 2015 in ND Grants.

Article II - Acknowledgement of Federal Funding from DHS

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

Article III - Activities Conducted Abroad

All 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 IV - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, 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 (42 U.S.C. §§ 12101–12213).

Article VI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively

Article VII - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 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. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article VIII - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, 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 (42 U.S.C. § 3601 et seq.), as implemented by the 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. § 100.201).

Article IX - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government

(e.g., classified information or other information subject to national security or export control laws or regulations).

Article X - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

Article XI - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article XII - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

Article XIII - Duplication of Benefits

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

Article XIV - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article XV - Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total Federal funding authorized to date under this award is \$25,000 or more; ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards,
- And
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;

- iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Article XVI - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XVII - 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 and form SF-424B, item number 17 for additional information and guidance.

Article XVIII - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 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. § 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 XIX - 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. §2225a, all 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, as amended, 15 U.S.C. §2225.

Article XX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients 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 recipients 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. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. 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 <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXI - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an 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 concerning the award or renewal.

Article XXII - Non-supplanting Requirement

All recipients who receive 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. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article XXIII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XXIV - Procurement of Recovered Materials

All recipients 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 C.F.R. 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 by 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.

Article XXV - Contract Provisions for Non-federal Entity Contracts under Federal Awards**a. Contracts for more than the simplified acquisition threshold set at \$150,000.**

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative,

contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article XXVI - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXVII - Terrorist Financing E.O. 13224

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article XXVIII - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides 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. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXIX - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

Article XXX - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual 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. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXXI - System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe; b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

Article XXXII - USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article XXXIII - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval 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 XXXIV - Whistleblower Protection Act

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

Article XXXV - DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees 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 review or complaint investigation 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 grant 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. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXVI - 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. § 200.313.

Article XXXVII - 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. § 200.308. For awards with an approved budget greater than \$150,000, 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 XXXVIII - 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@dhs.gov if you have any questions.

Obligating Document for Award/Amendment

1a. AGREEMENT NO. 2. AMENDMENT 3. RECIPIENT NO. 916001095G NO. 4. TYPE OF ACTION AWARD 5. CONTROL NO. FY2015R10EMPG

| | | |
|--|--|--|
| 6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 | 7. ISSUING FEMA OFFICE AND ADDRESS Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646 | 8. PAYMENT OFFICE AND ADDRESS Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472 |
|--|--|--|

| | | |
|--|-----------------------------|--|
| 9. NAME OF RECIPIENT PROJECT OFFICER Sierra Wardell | PHONE NO. (253) 512-7121 | 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 10/01/2014 | 12. METHOD OF PAYMENT PARS | 13. ASSISTANCE ARRANGEMENT Cost Reimbursement | 14. PERFORMANCE PERIOD From: 10/01/2014 To: 09/30/2016 Budget Period 10/01/2014 09/30/2016 |
|---|-------------------------------|--|--|

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

| PROGRAM NAME ACRONYM | CFDA NO. | ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXXXXXXXX-XXXX-XXXX-X | PRIOR TOTAL AWARD | AMOUNT AWARDED THIS ACTION + OR (-) | CURRENT TOTAL AWARD | CUMULATIVE NON-FEDERAL COMMITMENT |
|---|----------|--|-------------------|-------------------------------------|---------------------|-----------------------------------|
| Emergency Management Performance Grants | 97.042 | 2015-EM-D111-R107-4101-D:FY2015R10EMPG \$ 7,219,265.00 | \$0.00 | \$7,219,265.00 | \$7,219,265.00 | \$7,219,265.00 |

TOTALS \$0.00 \$7,219,265.00 \$7,219,265.00 \$7,219,265.00

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) Bret Daugherty, The Adjutant General | DATE 09/22/2015 |
|---|--------------------|

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE
09/14/2015



KIMBERLY PENFOLD , Assistance Officer

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.

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 Pacific County | DATE SUBMITTED 10/28/2015 |
| PROJECT DESCRIPTION To support and enhance the emergency management operating budget in an effort to enhance the emergency management program. | CONTRACT NUMBER E16-113 |

| | | |
|--------------------------|--------------------|-----------------------|
| 1. AUTHORIZING AUTHORITY | | |
| SIGNATURE | PRINT OR TYPE NAME | TITLE/TERM OF OFFICE |
| | Steve Rogers | Chair, BoCC 2012-2016 |
| | | |
| | | |

| | | |
|---|--------------------|-------------|
| 2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS | | |
| SIGNATURE | PRINT OR TYPE NAME | TITLE |
| | Steve Rogers | Chair, BoCC |
| | | |
| | | |

| | | |
|---|--------------------|-----------------|
| 3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT | | |
| SIGNATURE | PRINT OR TYPE NAME | TITLE |
|  | Stephanie Fritts | Chief Deputy |
|  | Scott McDougall | Deputy Director |

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

| | | | |
|---|--|---|---|
| NAME Pacific County | | Doing business as (DBA) Pacific County Emergency Management Agency | |
| ADDRESS PO Box 27, South Bend, WA 98586 | Applicable Procurement or Solicitation #, if any: | WA Uniform Business Identifier (UBI) 254000662 | Federal Employer Tax Identification #: 91-6001356 |
| 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: 10/29/2015Print Name and Title: Scott McDougall, Deputy Director

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.

2 CFR Part 200 Subpart F Audit Certification Form
Audits of States, Local Governments, Indian Tribes, and Non-Profit Organizations

Contact Information

Subrecipient Name (Agency, Local Government, or Organization): Pacific County

Authorized Chief Financial Officer (central accounting office): Rachel Patrick

Address: PO Box 97, South Bend, WA 98586

Email: rpatrick@co.pacific.wa.us

Phone #: 360-875-9311

Purpose: As a pass-through entity of federal grant funds, the Washington Military Department/Emergency Management Division (Department) is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from the Department as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to these requirements, you must complete Section A of this Form. If your entity **is** subject to these requirements, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

- We did not expend \$750,000 or more of *total* federal awards during the fiscal year.
- We are a for-profit agency.
- We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F

(Complete the information below and check the appropriate box)

- We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] 9/2015 for Fiscal Year ending [enter date] 2014. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number:

105103

- We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were findings related to federal awards.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number: _____

- Our completed 2 CFR Part 200 Subpart F Audit will be available on _____ [enter date] for Fiscal Year ending _____ [enter date]. We will provide electronic copy of the audit report to contracts.office@mil.wa.gov at that time or provide the state auditor report number: _____

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal award funds from the Department until the grant agreement is closed.

Signature of Authorized Chief Financial Officer: Rachel Patrick

Date: 11/2/2015

Print Name & Title: Rachel Patrick, Chief Accountant

**FFATA PROVISIONS AND INSTRUCTIONS
For Compliance With The
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are **required** by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for *each contract* for the State's submission in to the FFATA portal.

ADDITIONAL PROVISIONS

- A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.
- B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.
- C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.
- D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.
 1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, www.sam.gov. WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry

and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.

2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.
- E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:
1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and
 2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

“Total compensation” for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

- F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization as identified in Step 5 of the FFATA Form.



Board of Pacific County Commissioners
 P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA
 98586 Phone 360/875.9337 * Fax 360/875.9335

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 11/10/2015

AGENDA REQUEST FORM

| TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD | |
|---|---|
| BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED | Agenda Item #: <u> 10 </u> |
| <input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS | Initial: _____ Date: _____ |
| <input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN <input type="checkbox"/> DEFERRED TO: _____ | Review <input type="checkbox"/> Clerk of the Board <input type="checkbox"/> Risk Mgmt <input type="checkbox"/> Legal Required |
| <input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____ | |
| <input type="checkbox"/> OTHER: _____ | |
| DISTRIBUTION LIST: | |
| <input type="checkbox"/> RF <input type="checkbox"/> Assessor <input type="checkbox"/> DPW <input type="checkbox"/> NDC <input type="checkbox"/> Superior Court | |
| <input type="checkbox"/> CF <input type="checkbox"/> Auditor <input type="checkbox"/> EMA <input type="checkbox"/> PACCOM <input type="checkbox"/> Treasurer | |
| <input type="checkbox"/> SEA <input type="checkbox"/> Clerk <input type="checkbox"/> Fair <input type="checkbox"/> Prosecutor <input type="checkbox"/> Veg Mgmt | |
| <input type="checkbox"/> Civil Service <input type="checkbox"/> Health <input type="checkbox"/> SDC <input type="checkbox"/> WSU Ext. | |
| <input type="checkbox"/> DCD <input type="checkbox"/> Juvenile <input type="checkbox"/> Sheriff <input type="checkbox"/> Other | |

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

| | |
|---|---------------------------|
| DEPARTMENT/OFFICE: Commissioners Office | DIVISION (if applicable): |
| OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board | PHONE / EXT: |
| SIGNATURE: | DATE: 11/2/2015 |
| NARRATIVE OF REQUEST | |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) | |
| Approve Memorandum of Agreement with WSU Extension for the period of January 1, 2016 through December 31, 2016 to provide an extension program in the amount of \$17,000, authorize Chair to sign | |

MEMORANDUM OF AGREEMENT
Between
WASHINGTON STATE UNIVERSITY EXTENSION
And
PACIFIC COUNTY

APPENDIX A

The following funds will be provided under this Memorandum of Agreement for the period of January 1, 2016 through December 31, 2016 to provide an extension program.

FUNDING TOTAL \$17,000

Richard Koenig Date
Associate Dean and Director
WSU Extension

Steve Rogers Date
Chairman
Board of County Commissioners

Daniel G. Nordquist Date
AVPRA/Director
Office of Grant & Research Development



REQUESTED MEETING DATE:
 11/10/2015

AGENDA REQUEST FORM

| TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD | | | | |
|--|--|--|-------------------------------------|---|
| BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED | | Agenda Item #: <u> 11 </u> | Initial: _____ Date: _____ | |
| <input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS | | Review <input type="checkbox"/> Clerk of the Board | | |
| <input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN | | <input type="checkbox"/> DEFERRED TO: _____ | | <input type="checkbox"/> Risk Mgmt |
| <input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____ | | | | <input type="checkbox"/> Legal Required |
| <input type="checkbox"/> OTHER: _____ | | | | |
| DISTRIBUTION LIST: | | | | |
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> NDC | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Fair | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Health | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> Juvenile | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

| | |
|---|------------------------------------|
| DEPARTMENT/OFFICE: Commissioners Office | DIVISION (if applicable): Bds/Coms |
| OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board | PHONE / EXT: _____ |
| SIGNATURE: _____ | DATE: 10/28/2015 |
| NARRATIVE OF REQUEST OAAA solicited applications for two vacant positions on the Council and received three. They conducted interviews and selected Amy Kredlo and Natalie Hanson to fill the positions. | |
| RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve the appointments of Amy Kredlo and Natalie Hanson to the Olympic Area Agency on Aging Council to fill two unexpired vacant positions, effective immediately | |



Board of Pacific County Commissioners
 P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA
 98586 Phone 360/875.9337 * Fax 360/875.9335

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REQUESTED MEETING DATE:

11/10/2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item#: 12

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> NDC | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> EMA | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Fair | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Health | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> Juvenile | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: General Administration DIVISION (if applicable): LTAC

OFFICIAL NAME & TITLE: Amanda Bennett, Confidential Secretary PHONE / EXT: 875-9334 ext 3334

SIGNATURE: *Amanda Bennett* DATE: 11/4/2015

NARRATIVE OF REQUEST
 Please find attached the memo regarding the Lodging Tax Advisory Committee's FY2016 recommendations. The FY2016 contracts have also been prepared to reflect these recommendations.
 See memo on the following page

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)
 Accept the Lodging Tax Advisory Committee's FY2016 funding recommendations and approve the FY2016 Tourism Service Contracts, subject to adequate budget appropriations



Pacific County

LODGING TAX ADVISORY COMMITTEE

MEMORANDUM

DATE: November 4, 2015

TO: Board of County Commissioners
Marie Guernsey, Clerk of the Board

FROM: Amanda Bennett, Confidential Secretary

RE: Recommendations for Lodging Tax Funding

During the Lodging Tax Advisory Committee's meeting on October 1, 2015 at 6 o'clock p.m. in the Courthouse Annex, the recommendations in the amount of \$305,000.00 for the fiscal year 2016 Lodging Tax was made as followed:

| | |
|----------------------------------|-----------|
| Peninsula Saddle Club | \$1,500 |
| Water Music Festival | \$2,000 |
| Sunday Afternoon Live | \$2,500 |
| Pacific County Fair | \$1,000 |
| NW Carriage Museum | \$15,000 |
| Tokeland NC Chamber | \$4,000 |
| Pacific County EDC | \$9,000 |
| PC Historical Society/Museum | \$20,000 |
| World Kite Museum | \$20,000 |
| Columbia Pacific Heritage Museum | \$20,000 |
| PC Sheriff's Office | \$10,000 |
| Willapa Harbor Chamber | \$18,000 |
| Ocean Park Area Chamber | \$38,000 |
| LB Peninsula Visitors Bureau | \$140,593 |
| Finnish American Folk Festival | \$1,000 |
| Ilwaco Charter Association | \$1,000 |
| PC General Administration | \$1,407 |

If you have further questions or require additional information, please let me know.
Thank you.

TOURISM SERVICE CONTRACT

Lodging Tax Contract: Columbia Pacific Heritage Museum

Contract Reference: TDF106:CPHM2016

THIS AGREEMENT is made by and between the Columbia Pacific Heritage Museum, P O Box 153, Ilwaco, Washington 98624. ("the ORGANIZATION"), and the Board of Pacific County Commissioners ("the BOARD") on behalf of Pacific County ("the COUNTY"), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW provides authority for legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the BOARD, the legislative body of and for the COUNTY, by enacting Ordinance No. 143 – Lodging Tax imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: "**All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities...**" and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Development Fund (No. 106) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Pacific County Lodging Tax Advisory Committee ("the LTAC") for financial assistance from COUNTY Lodging Tax proceeds ("the Proposal"); and

WHEREAS, the LTAC facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, and is in the best interests of the COUNTY in regard to the promotion of tourism in Pacific County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION to assist with its Proposal, and hereby enters into this Agreement; now, therefore,

WITNESSETH, that in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **FUNDING**: Twenty Thousand Dollars (\$20,000) have been pledged from the COUNTY Tourism Development Fund No. 106 in fiscal year 2016 to assist with **Tourism Promotion** within Pacific County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement.

2. **USE OF FUNDS:** The ORGANIZATION shall use these COUNTY funds for the express purpose of **Tourism Promotion** of Pacific County. **Tourism Promotion** is defined as activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; providing information and/or services to inform and/or recruit prospective tourists; and funding marketing of special events and festivals designed to attract tourists. The specific services to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.

3. **PAYMENT PROVISIONS:** Once this AGREEMENT is executed, the ORGANIZATION may submit claims vouchers to the COUNTY requesting reimbursement for eligible expenses and/or for eligible services as listed in Section 2. Use of Funds and Attachment A: Scope of Work up to the amount as specified in Section 1. Funding.

Each reimbursement claims voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: *"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Pacific County Tourism Development Fund No. 106. Signed this ___ day of (insert month and year) at (insert name of city), Washington."*

Within twenty (20) days of receiving any such reimbursement claims voucher, the COUNTY shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher shall be submitted to the County by the ORGANIZATION no later than Monday, December 19, 2016. Any invoices submitted after this date will not be paid.

4. **EVALUATION AND MONITORING:** The ORGANIZATION agrees to maintain books, records and other documents and evidence, and to use accounting procedures and practices that sufficiently and properly support the complete performance of and the full compliance with this Agreement. The ORGANIZATION will retain these supporting books, records, documents and other materials for at least three (3) calendar years following the year in which the Agreement expires.

The COUNTY and/or the State Auditor and any of their representatives shall have full and complete access to these books, records and other documents and evidence retained by the ORGANIZATION respecting all matters covered in and under this Agreement, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and records of matters covered by this Agreement. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized by/in the above paragraph or permitted under the provisions of Chapter 42.56 RCW without notice to the ORGANIZATION.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY finds needing to be conducted.

5. **RECAPTURE PROVISION:** In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION:** The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Pacific County Tourism Development Funds. The ORGANIZATION shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

7. **EMPLOYMENT RELATIONSHIPS:** The ORGANIZATION, its employees, volunteers or agents performing under this Agreement are not deemed to be employees of the COUNTY, nor volunteers or agents of the COUNTY in any manner whatsoever. No officer, employee, volunteer or agent of the ORGANIZATION will hold themselves out as, or claim to be, an officer, employee, volunteer or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee volunteer or agent of the COUNTY.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this Agreement for any ORGANIZATION employee or volunteer, or for any consultant's, contractor's or subcontractor's employee(s) or agent(s) that has been retained by the ORGANIZATION.

8. **HOLD HARMLESS:** To the fullest extent permitted by law, the ORGANIZATION agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the ORGANIZATION, its employees, agents or volunteers or ORGANIZATION's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the ORGANIZATION'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the ORGANIZATION shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the ORGANIZATION shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the ORGANIZATION hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the ORGANIZATION are a material inducement to COUNTY to enter into the Contract, are reflected in the ORGANIZATION's compensation, and have been mutually negotiated by the parties.

9. **AGREEMENT PERIOD:** The terms of this Agreement and the performance of the parties hereto shall commence, or be deemed to have commenced, the 1st day of January 2016 and will continue through the 31st day of December 2016, both dates inclusive, unless sooner terminated or extended as provided for herein.

10. **TERMINATION OF AGREEMENT:** If, through any cause, the ORGANIZATION shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ORGANIZATION shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if the default or violation is not corrected within ten (10) days of the COUNTY submitting written notice to the ORGANIZATION describing the default or violation.

Notwithstanding any contrary provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the revised termination date. Payment for all Proposal-related expenses incurred by the ORGANIZATION and not reimbursed or otherwise paid for by the COUNTY prior to the effective date of such revised termination shall be as the COUNTY reasonably determines.

The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding without regard for "eligible" expenses being incurred and awaiting reimbursement if the Pacific County Tourism Development funds are reduced as a result of a reduction or loss of the lodging sales and use taxing authority or a substantial reduction in taxable jurisdiction or activity.

11. **DISPUTE RESOLUTION:** Differences between the ORGANIZATION and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due ORGANIZATION shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive.

12. **GOVERNING LAW AND VENUE:** If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit. The parties agree that any suit pertaining to this Contract shall be filed in the Pacific County Superior Court. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

13. **SEVERABILITY:** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

14. **PUBLIC RECORDS ACT:** This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the ORGANIZATION are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the ORGANIZATION agrees to make them promptly available to the

COUNTY. If the ORGANIZATION considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the ORGANIZATION shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the ORGANIZATION and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the ORGANIZATION (a) of the request and (b) of the date that such information will be released to the requester unless the ORGANIZATION obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the ORGANIZATION fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified. The COUNTY has, and by this section assumes, no obligation on behalf of the ORGANIZATION to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the ORGANIZATION for releasing records not clearly identified by the ORGANIZATION as confidential or proprietary. The COUNTY shall not be liable to the ORGANIZATION for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction. The ORGANIZATION agrees to hold harmless and indemnify the COUNTY for any third-party claims against the COUNTY for the ORGANIZATION'S failure to notify third-parties of a public record release or to obtain an injunction prohibiting public release of documents.

15. **SPECIAL PROVISION:** The failure of the COUNTY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

16. **ENTIRE AGREEMENT/MODIFICATIONS:** This Agreement represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto. The COUNTY and the ORGANIZATION may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this Agreement. For example, and without limitation, an amendment to this Agreement must be approved in writing by the COUNTY prior to the ORGANIZATION expending funds for the items covered within that amendment. Costs incurred in contravention of this Paragraph are the sole responsibility of the ORGANIZATION.

17. **NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY:

Clerk of the Board of Pacific County Commissioners
P.O. Box 187
South Bend, WA 98586-0187
Telephone: 360/875-9337
Fax: 360/875-9335

For the ORGANIZATION:

Betsy Millard, Executive Director
P.O. Box 153
Ilwaco, WA 98624
Telephone: 360/642-3446
Fax: 360/642-4615
Tax ID #91-1217397

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY have executed this Agreement on the date(s) so noted below.

ORGANIZATION
Columbia Pacific Heritage Museum

Board of County Commissioners
Pacific County, Washington

Print Name Title

Chair

Signature Date

Commissioner

ATTEST:

Commissioner

Print Name Title

ATTEST:

Signature Date

Clerk of the Board Date

ATTACHMENT A: SCOPE OF WORK

2016 Promotion of the Pacific County area and/or Events/Attractions in Pacific County to Potential Tourists:

| <u>Activity:</u> | <u>Number of Unduplicated Contacts/Actions</u> | <u>Budget</u> |
|--|--|------------------------|
| In-Person Contacts | 10,000 | \$10,000 |
| Phone Contacts | 8,000 | \$ 3,000 |
| Brochures Produced/Printed | 5,000 | \$ 1,000 |
| Brochures Distributed/Mailed | 4,000 | \$ 500 |
| Print Ads | 4 | \$ 1,000 |
| <i>*NOTE: ads must be placed in media more than 50 miles from Pacific County</i> | | |
| Web Site/Page Views | 60,000 | \$ 500 |
| Home Page Views | 250,000 | |
| Digital/Social Media | 50 | \$ 4,000 |
| | | Total: \$20,000 |

RCW 42.30.110
Executive sessions.

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:

- (a) To consider matters affecting national security;
- (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
- (c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;
- (d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;
- (e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;
- (f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;
- (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW [42.30.140\(4\)](#), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;
- (h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;
- (i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW [5.60.060\(2\)\(a\)](#) concerning:

- (i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party;

(ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western library network prices, products, equipment, and services, when such discussion would be likely to adversely affect the network's ability to conduct business in a competitive economic climate. However, final action on these matters shall be taken in a meeting open to the public;

(k) To consider, in the case of the state investment board, financial and commercial information when the information relates to the investment of public trust or retirement funds and when public knowledge regarding the discussion would result in loss to such funds or in private loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in [RCW 41.05.026](#);

(m) To consider in the case of the life sciences discovery fund authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(o) To consider in the case of innovate Washington, the substance of grant or loan applications and grant or loan awards if public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.