

A G E N D A

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, FEBRUARY 3, 2014

9:30

COUNTY COMMISSIONERS

Chairman Johnson

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. The Consent Agenda 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.

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)
- e) Introduction of new county employees (this is scheduled for the first meeting of each month)

PLEASE NOTE: *If you wish to address the Commission, please raise your hand to be recognized by the Chair. When you have been recognized, please step up to the microphone and give your name and address before your comments. The Walla Walla County Commissioners are committed to maintaining a meeting atmosphere of mutual respect and speakers are encouraged to honor this principle. (An individual may request to address the board at a later time on the agenda, if time permits, by contacting the Clerk of the Board at least 24 hours prior to the meeting.) Thank you.*

f) **Action Agenda Items:**

- 1) Review submitted Employee Payroll Action Forms

g) **Consent Agenda Items:**

- 1) Resolution _____ - Minutes of County Commissioners' sessions of January 27 and 28, 2014
- 2) Resolution _____ - Walla Walla County Commissioners' committee assignments for 2014 *resolution pgs 2-4*
- 3) Resolution _____ - Shoreline Master Program Agreement between the State of Washington Department of Ecology and Walla Walla County *resolution pg 5 contract pgs 6-39*
- 4) Resolution _____ - Authorizing the Board Chair to respond to State Liquor Control Board Notice of Marijuana License Application forms *resolution pgs 40-41*

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

**IN THE MATTER OF WALLA WALLA
COUNTY COMMISSIONERS'
COMMITTEE ASSIGNMENTS FOR
2014**

RESOLUTION NO.

WHEREAS, in accordance with RCW 36.32.100, James K. Johnson was elected chairman of the Board of County Commissioners for Walla Walla County for 2014; and

WHEREAS, Commissioners James K. Johnson, Perry L. Dozier, and Gregory A. Tompkins are duly appointed to serve on the below designated committees for 2014 pursuant to the authority listed:

JAMES K. JOHNSON

County representative for monthly meetings of county, cities, and Port representatives	Standing Committee
Emergency Management Executive Board	Interlocal Agreement
Emergency Medical Services & Trauma Care Council	Bylaws
Executive Alliance	Standing Committee
LEOFF I Disability Board	Statute
Lodging Tax Advisory Committee Chair	Statute
Valley Transit	Statute
Veterans Administration Hospital Task Force	Standing Committee
Walla Walla Fair and Frontier Days Board	County entity Bylaws
WA Counties Insurance Fund	Member County
WA Counties Risk Pool Board (alternate)	Interlocal Agreement
Walla Walla Valley Metropolitan Planning Organization Policy Board	Interlocal Agreement
WA State Association of Counties (WSAC) Legislative Steering Committee (alternate)	WSAC Member County

PERRY L. DOZIER

Blue Mountain Resource Conservation and Development District	Member County
County representative for monthly meetings of county, cities, and Port representatives	Standing Committee
Emergency Management Executive Board	Interlocal Agreement
Greater Columbia Behavioral Health Regional Support Network (delegate)	Statute
Snake River Salmon Recovery Board	Interlocal Agreement
Walla Walla Fair and Frontier Days Board	County entity Bylaws
Work Force Development Council Regional Board	Statute
Walla Walla Watershed Management Partnership Board	Bylaws
WESCOM (Walla Walla Emergency Services Communications) Executive Committee	Standing Committee
Work Source Employers Committee	Standing Committee

GREGORY A. TOMPKINS

Emergency Management Executive Board	Interlocal Agreement
Emergency Medical Services Dept. Advisory Committee	Bylaws
Greater Columbia Behavioral Health Regional Support Network (alternate)	Statute
LEOFF I Disability Board (alternate)	Statute
Snake River Salmon Recovery Board (alternate)	Interlocal Agreement
Valley Transit	Statute
Veterans Administration Hospital Task Force (alternate)	Standing Committee
Walla Walla Fair and Frontier Days Board	County entity Bylaws
Walla Walla Joint Community Development Agency Board	Interagency Agreement
Walla Walla Watershed Management Partnership Board (alternate)	Bylaws
Walla Walla Valley Metropolitan Planning Organization Policy Board (alternate)	Interlocal Agreement
Washington State Association of Counties (WSAC) Legislative Steering Committee (delegate)	WSAC Member County

and

WHEREAS, it has further been determined that each county commissioner will informally serve as board liaison to county offices and departments, as outline don the attached "Attachment A", which is by this reference made a part hereof; now therefore

BE IT HEREBY RESOLVED that the above named Walla Walla County Commissioners shall serve on the above listed committees for the year 2014.

*"Passed this **3rd day of February, 2014** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."*

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

ATTACHMENT A

Walla Walla County Board of Commissioners Board liaisons by office and department for year 2014

JAMES K. JOHNSON

- All county elected officials (as chair)
- Emergency Management (as chair, assignment will change yearly)
- Fairgrounds
- Personnel/Risk Management

PERRY L. DOZIER

- Human Services
- Public Health
- Technology Services
- WSU Extension

GREGORY A. TOMPKINS

- Emergency Medical Services
- Facilities Maintenance
- Juvenile Justice Center/Court Services
- Public Works

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A SHORELINE
MASTER PROGRAM AGREEMENT
BETWEEN THE STATE OF
WASHINGTON DEPARTMENT OF
ECOLOGY AND WALLA WALLA
COUNTY

RESOLUTION NO.

WHEREAS, RCW Chapter 39.34 authorizes local governmental units to enter into agreements; and

WHEREAS, pursuant to RCW 90.58, Walla Walla County and the certain cities therein of Waitsburg, Prescott, and Walla Walla having designated shorelines are required to have a shoreline master program; and

WHEREAS, Walla Walla County and the cities of Waitsburg, Prescott, and Walla Walla have determined that the development or amendment of their respective shoreline master programs would best be achieved through cooperative and collaborative planning, and have entered into an Intergovernmental Agreement for Cooperative Shoreline Master Programs Updates; and

WHEREAS, a Shoreline Master Program Agreement between the State of Washington Department of Ecology and Walla Walla County, Agreement No. G1400495, has been offered to the county to provide grant funds to assist in carrying out cooperative activities related to the shoreline master programs updates as described; and

WHEREAS, the above referenced intergovernmental agreement provides that the county commissioners of Walla Walla County shall have final authority of approval of grant agreements; and

WHEREAS, the project management team representing the parties to the intergovernmental agreement and the county prosecuting attorney's office have reviewed the Shoreline Master Program Agreement as offered; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Shoreline Master Program Agreement between the State of Washington Department of Ecology and Walla Walla County, and the Chair of the Board of County Commissioners shall sign said agreement in the name of Walla Walla County.

"Passed this 3rd day of February, 2014 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*



Agreement No. G1400495

SHORELINE MASTER PROGRAM GRANT AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

WALLA WALLA COUNTY

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" or "DEPARTMENT" and Walla Walla County hereinafter referred to as the "RECIPIENT" to carry out activities described herein.

GENERAL INFORMATION

Project Title:	Comprehensive SMP Update for Walla Walla County, (to include the Cities of Prescott, Waitsburg, and Walla Walla).
Total Cost:	\$550,000
Total Eligible Cost:	\$550,000
Eligible Ecology Share <i>this biennium</i> :	\$440,000
Recipient Share:	\$0
Funding Source:	State: Environmental Legacy Stewardship Account (ELSA)
The Effective Date of this Agreement is:	July 1, 2013
The Expiration Date of this Agreement is no later than:	June 30, 2015
Project Type:	Planning
Project Short Description:	Comprehensive SMP Update for Walla Walla County, (to include the Cities of Prescott, Waitsburg, and Walla Walla).

RECIPIENT INFORMATION

RECIPIENT Name:	Walla Walla County
Federal Tax ID:	91-6001381
DUNS Number:	144-413-135
Mailing Address:	Walla Walla County Commissioners P.O. Box 1506 Walla Walla, WA 99362
Physical Address:	Public Health and Legislative Building 314 West Main Street Walla Walla, WA 99362
RECIPIENT Email:	wwcocommissioners@co.walla-walla.wa.us
RECIPIENT Fax:	509-524-2512

Recipient Contacts

Project Manager	Name: Bill Stalzer Department: Stalzer and Associates Address: 603 Stewart Street, Suite 512 City, State, Zip: Seattle, WA 98101 Phone: 206-264-1150 Email: Bstalzer@seanet.com
Billing Contact	Name: Diane L. Harris, Administrative Assistant Department: Walla Walla County Board of Commissioners Address: Public Health and Legislative Building, 314 West Main Street City, State, Zip: Walla Walla, WA 99362 Phone: 509-524-2505 Email: DHarris@co.walla-walla.wa.us
Authorized Signatory	Name: James K. Johnson Title: Chair, Walla Walla County Board of Commissioners Phone: 509-524-2505 Email: wwcocommissioners@co.walla-walla.wa.us

ECOLOGY INFORMATION

Mailing Address:	Department of Ecology, Headquarters Office Shorelands and Environmental Assistance (SEA) Program PO Box 47600 Olympia, WA 98504-7600
Physical Address:	Shorelands and Environmental Assistance Program 300 Desmond Drive SE Lacey, WA 98503

Ecology Contacts

Project Manager / Technical Advisor	Name:	Jaime Short
	Program / Region:	SEA Program / Eastern Regional Office WA State Department of Ecology
	Address:	4601 N Monroe
	City, State, Zip:	Spokane, WA 99205
	Phone:	509-329-3411
	Email:	Jaime.Short@ecy.wa.gov
Financial Manager	Name:	Amy Krause
	Program / Region:	SEA Program / Headquarters Office WA State Department of Ecology
	Address:	PO Box 47600
	City, State, Zip:	Olympia, WA 98504-7600
	Phone:	360-407-7107
	Email:	Amy.Krause@ecy.wa.gov

ALL WRITINGS CONTAINED HEREIN

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of ECOLOGY's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement:

Washington State
Department of Ecology

Walla Walla County

Gordon White Date
Program Manager
Shorelands and Environmental

Approved as to form by
The Assistant Attorney General

Signature, Authorized Official Date

Print Name of Authorized Official

Title of Authorized Official

(Note: Insert additional signature blocks(s) and/or pages if more than one signature block is required)

SCOPE OF WORK

RECIPIENT will complete an update of the Shoreline Master Program (SMP) that is developed and adopted in a manner consistent with the procedural and substantive requirements of the Shoreline Management Act (SMA) and its implementing rules, RCW 90.58.130 and Chapter 173-26 WAC including the Shoreline Master Program Guidelines (Guidelines).

The SMP update process includes completion of inventory and analysis reports with corresponding maps and illustrations that characterize shoreline ecological conditions; development of shoreline policies, environment designations, and use regulations; as well as analysis of cumulative impacts and uses, and preparation of a shoreline restoration plan. The RECIPIENT will incorporate public participation throughout the SMP process. The RECIPIENT may use consultant support as appropriate.

Some of the tasks included in this scope of work will overlap in time and may be completed simultaneously with other tasks. Some tasks are iterative (e.g., analyzing cumulative impacts, developing regulations) and may involve various steps conducted at different times in the process before they are completed.

Further planning details can be found at:

<http://www.ecy.wa.gov/programs/sea/shorelines/smp/toolbox.html> .

Task 1: Project Coordination

Task Cost: \$38,000 (+3,900 Year 3*)

The RECIPIENT will:

- A. Coordinate throughout the SMP update process with ECOLOGY and other applicable federal, state and local agencies. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance on data sources and approaches, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the update process.
- B. Coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the RECIPIENT will consult with all other appropriate entities which may have useful scientific, technical, or cultural information.
- C. Coordinate with adjacent jurisdictions that share areas within shoreline jurisdiction (example: jurisdictions on the same lake or stream) for the purpose of efficiently using grant funds; sharing information and methods of analysis; drafting compatible SMP policies, regulations, environment designations; and coordinating public involvement.
- D. Attend, or may attend, training to assist with the Shoreline Master Program and the public process. These include ECOLOGY-sponsored coordination meetings as well as other relevant training such as on the ordinary high water mark, floodplain or wetland training, etc.

Task Goal Statement: To assure that RECIPIENTS gather useful scientific, technical, and cultural information, share information and methods of analysis, consider agency and tribal positions, and consult regularly with ECOLOGY.

Task Expected Outcome: Update in each quarterly progress report as to the significant issues, coordination activities and participants.

Deliverables:

Task 1	Description	Date Due
1.	Description of all project coordination activities updated in each progress report submitted to ECOLOGY's Project Manager.	Quarterly (see General Terms and Conditions)

*Subject to legislative appropriation for Fiscal Year 16 (Year 3)

Task 2: Secure Consultant and/or Interlocal Services

Task Cost: \$0

If applicable, the RECIPIENT will:

- A. **Secure qualified consultant services:** In accordance with the RECIPIENT's procurement procedures, (if none, then State procurement procedures), the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.
- B. **Enter into Interlocal Agreements:** The RECIPIENT will enter into interlocal agreements with the Cities of Prescott, Waitsburg, and Walla Walla to provide resources for each of these communities to participate in county-wide and community-specific coordination in a regional Shoreline Master Program effort.

Task Goal Statement: To ensure the RECIPIENT has qualified personnel to conduct the scope of this project. In the event of an interlocal SMP effort, the RECIPIENT will further ensure all participating jurisdictions have equal access to resources, processes, and coordination opportunities as well as an opportunity to contribute time and expertise to a collective SMP update.

Task Expected Outcomes: Contract and sub-agreement with consultant(s) and interlocal agreement(s) with neighboring jurisdictions (if applicable).

Deliverables:

Task 2	Description	Date Due
1.	Final signed consulting contract.	9/23/2013
2.	Interlocal agreement with all affected jurisdictions.	5/15/2013
3.	Update in Progress Report.	Quarterly

Task 3: Public Participation

Task Cost: \$42,330 (+3,500 Year 3*)

The RECIPIENT will:

- A. Develop Public Participation Plan:** Prepare a public participation plan that ensures active public involvement throughout the SMP update process. The plan shall identify specific objectives, outreach strategies, key parties (Planning Commission and elected officials, shoreline property owners, state agencies, Tribes, local residents, neighboring jurisdictions, and other stakeholders), and a timeline for public participation activities consistent with the objectives of the Shoreline Management Act (see RCW 90.58.130 and WAC 173-26). Public involvement strategies can include but are not limited to open houses, workshops, user surveys, and web sites.
- B. Conduct public participation activities;** Implement the public participation plan throughout the course of the SMP update process.

Task Goal Statement: To inform and involve all stakeholders in the SMP update process.

Task Expected Outcomes: Continuous public participation activities throughout the SMP update process.

Deliverables:

Task 3	Description	Date Due
1.	Public Participation Plan.	9/30/2013
2.	Updates in Quarterly Progress Reports with public outreach activities.	Quarterly

*Subject to legislative appropriation for Fiscal Year 16 (Year 3)

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Task 4: Preliminary Assessment of the Shoreline Jurisdiction

Task Cost: \$9,100

The RECIPIENT will:

Identify Preliminary Shoreline Jurisdictions: The RECIPIENT will identify the preliminary geographic scope for the comprehensive SMP update project consistent with RCW 90.58.030(2). Use available information to map required and optional Shorelines of the State as defined by statute and rule in order to identify the initial area under SMA shoreline jurisdiction. The shoreline jurisdiction area will be refined during later tasks to identify and eliminate shorelines from the local SMP that are under sole jurisdiction of federal and tribal governments and within the National Scenic Area as defined in the Columbia [River] Gorge National Scenic Area Act, P.L. 99-663. The preliminary jurisdiction mapping will include:

- Statutory minimum areas consisting of the following Shorelines, Shorelines of Statewide Significance and Shorelands (per RCW 90.58.030(2)). This includes national forests and other federal or tribal areas that are not under sole jurisdiction of the federal government or tribes.
 - Rivers and streams with mean annual flow over 20 cubic feet per second (cfs).
 - Lakes and reservoirs exceeding 20 acres.
 - Associated wetlands of these areas.
 - Lands extending landward 200 feet from the ordinary high water mark, floodways and floodplain areas landward 200 feet from the ordinary high water mark.

Optional areas to be considered for inclusion in the SMP:

- **Floodplains:** All or part of the floodplain landward of the 200-foot mark from the floodway (per RCW 90.58.030(2)(f)(i)).
- **Buffers:** Buffers necessary for the protection of Critical Areas as defined in Growth Management Act regulations (per RCW 90.58.030(2)(f)(ii)).
- **Future annexation areas:** For cities, SMPs may include Shoreline Environment predesignation within designated unincorporated Urban Growth Areas.

RECIPIENT will contact the ECOLOGY Project Manager for the most recent maps of stream segments meeting the 20 cfs threshold and other available information. If federal or tribal areas are proposed for exclusion, provide documentation that the area is under sole jurisdiction which precludes application of local and state authorities.

Task Goal Statement: To preliminarily identify all Shorelines of the State within the jurisdiction's geographic area so that supporting documents such as the inventory and characterization and restoration plan are adequate to support final decisions regarding shoreline jurisdiction.

Task Expected Outcomes: Preliminary identification of all Shorelines of the State within the jurisdiction.

Deliverables:

Task 4	Deliverable Description	Date Due
1.	Preliminary (digital) jurisdiction map of Shorelines of the State subject to local SMP.	9/30/2013
2.	SMP submittal checklist for work completed under this task.	9/30/2013

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Task 5: Shoreline Inventory, Analysis, and Characterization

Task Cost: \$111,670

The RECIPIENT will:

A. Conduct Shoreline Inventory

Compile all pertinent and reasonably available data, plans, studies, inventories, maps, and other applicable information. To the extent that such information is relevant and reasonably obtainable, the RECIPIENT will collect the following information:

- Shorelines of the State (all marine shorelines, streams >20 cfs mean annual flow, lakes >20 acres, and shorelands) as defined in RCW 90.58.030, located in the RECIPIENT's jurisdiction.
- General location of channel migration zones, floodplains and floodway.
- Critical areas, including wetlands, aquifer recharge areas, fish and wildlife conservation areas, geologically hazardous areas, and frequently flooded areas, as defined in RCW 36.70A, the Growth Management Act.
- Shoreline and adjacent land use patterns/density and transportation and utility facilities, including the extent of existing structures, impervious surfaces, vegetation and shoreline modifications within shoreline jurisdiction. Platted lots including undeveloped lots (except those not developable under local subdivision ordinance).
- Degraded areas and sites with potential for ecological restoration.
- Areas of special interest, such as priority habitats, rapidly developing waterfronts, previously identified toxic or hazardous material clean-up sites, and eroding shorelines.
- Existing and potential shoreline public access sites, including public rights-of-way and utility corridors. The inventory will include descriptions of recorded public access easements, their prescribed use, maintenance and terms.
- Historical aerial photographs documenting past conditions to assist in preparing an analysis of cumulative impacts of development.
- Archaeological and historic resources in shoreline jurisdiction.

(Note: Please provide ECOLOGY with sufficient time, approximately 30 days, to review and comment on the draft inventory data sources list and working maps).

B. Conduct Shoreline Analysis

Conducting the shoreline analysis will result in a shoreline characterization report. The report will define the ecological functions of the shorelines in the RECIPIENT's jurisdiction, identify shoreline management challenges, and present recommendations for protection and restoration of shoreline functions. (Please see description of this report in Task 5.B.5 below).

Conduct an analysis of the inventory information and data collected in Task 5.A. above as it relates to development of an effective SMP. Develop a characterization of the ecosystem processes and shoreline functions. Identify opportunities for shoreline protection and restoration. Identify current and potential public access sites. Conduct a shoreline use analysis. Identify measures and actions to protect and restore shoreline functions and ecosystem wide processes (e.g. appropriate land use activities or environment designations, regulations, development standards, etc.). These tasks will be conducted only as they are relevant to shorelines in the RECIPIENT's jurisdiction.

1. Characterize ecosystem-wide processes

This characterization will include a coarse-scale analysis of the broader area that influences the shoreline jurisdiction. It will include a narrative with reference to maps that describes and illustrates the processes in the larger drainage area that are linked to the shoreline through hydrologic flows. These processes include the uptake, transport and deposition of sediment, nutrients, woody debris, and pollutants. Specifically, this characterization will:

- Present the geographic context for shoreline jurisdiction areas – with geology, soils, topography, vegetation, and drainage patterns of the watersheds. Describe how these large scale upland areas relate to and affect the shoreline. Review existing regional watershed or natural resource related plans for inclusion of relevant information.
- Identify areas throughout the watersheds, or, within and beyond shoreline jurisdiction, that are important to maintaining shoreline ecological functions (e.g. wetlands, forest cover, floodplains, higher permeability deposits, discharge, organic/clay soils, etc.).
- Identify areas that are key impairments (e.g. forest clearing, impervious cover, channelized streams, altered wetlands, roads and ditches, dams/diversions, groundwater withdrawals, and listed impairments such as those published in the 303(d) list.
- Identify opportunities for protection/restoration of upland and adjacent areas essential for maintaining shoreline processes and function.

2. Characterize shoreline functions

This will be a more detailed analysis of the shoreline jurisdiction that includes a narrative with reference to maps and GIS data. Delineate shoreline reaches based on land use and ecological processes (such as man-made physical features, stream confluences, or littoral drift cell boundaries). Functions that are associated with each shoreline reach will be described. Specifically, this characterization will:

- Detail the physical, biological, and land-use components within the shoreline jurisdiction.
- Evaluate and assess shoreline ecological function using current scientific understanding of the relationship between the conditions of ecosystem-wide

processes and functions within the RECIPIENT's shoreline jurisdiction.
Identify functions that are healthy, functions that are adversely impacted and functions that may have existed and are now missing.

3. Conduct Shoreline Use Analysis

- Identify current patterns of land uses in shoreline areas.
- Identify likely shoreline uses and estimate future demand for shoreline space.
- Identify opportunities for SMA preferred uses and potential use conflicts.

4. Analyze opportunities for public access

- Identify current public access sites and opportunities for future access sites.

5. Prepare shoreline inventory and characterization report

Prepare a shoreline inventory and characterization report with accompanying maps that provides an analysis of the inventory data, ecosystem characterization and shoreline functions, shoreline use and public access findings as it relates to development of an effective SMP. The report will present findings and recommendations in a way that is useful for making SMP planning decisions. This report will provide a foundation for establishing environment designations, policies, and implementing regulations. The report should identify data gaps, focusing on information that would be useful to support shoreline program development and implementation. The report should:

- Present the geographic and jurisdictional context for the SMP update.
- Characterize ecosystem processes and functions.
- Present reach level analysis information. Detailed information on shoreline reaches will identify opportunities and constraints in:
 - Protecting intact and restoring degraded ecological processes and functions.
 - Addressing the requirements for shorelines of statewide significance per WAC 173-26-251.
 - Providing public access.
 - Accommodating appropriate water-oriented uses.
- Identify potential use conflicts to inform environment designation and allowed use decisions.
- Develop shoreline management measures for protection and restoration of ecological functions, SMP policies, regulations, and environment designations based on the findings of the inventory and characterization.
(For example, recommendations may include appropriate land use activities or environment designations, regulations, development standards, restoration and protection actions and strategies).

- Organize relevant data for efficient review and use in the cumulative impact analysis. (A table is recommended).

The report will also include refined shoreline jurisdiction boundaries and synthesis maps at appropriate viewing scales that will inform the report and illustrate findings that correspond with the narrative. For example, the user will be introduced to the area with coarser resolution vicinity maps indicating the county location in the state and delineating county and watershed boundaries. Maps at the shoreline reach scale will clearly differentiate the land and water contained within SMA jurisdiction from adjacent lands and contributing drainages. Maps at this scale will present the significant geologic, hydrologic, and ecologic features most essential to maintaining shoreline form and function and those land uses that may have altered upland processes influencing shoreline function. The reach scale maps also will indicate applicable inventory features such as known presence of listed species, critical riparian or aquatic vegetation, existing land uses, designated critical areas, and shoreline modifications. Potential areas for shoreline uses, public access, restoration, and/or protection will be indicated. The portfolio will include a comprehensive list and map of public access to shorelines.

Task Goal Statement: To identify the ecological functions of the shorelines in the RECIPIENT's jurisdiction so that appropriate shoreline management challenges can be identified, and recommendations for protection and restoration of shoreline functions can be presented.

Task Expected Outcomes: A comprehensive shoreline inventory and characterization report.

Deliverables:

Task 5	Deliverable Description	Date Due
1.	Digital & 1 hard copy: Draft list of inventory data sources for review and comment (Task 5.A).	12/20/2013
2.	Digital and one hard copy: working maps of inventory information displayed at appropriate scales.	12/20/2013
3.	Digital & 1 hard copy: Shoreline inventory and characterization report with map portfolio that addresses task requirements of Subtasks A, B, C (Task 5.E).	Draft: 5/31/2014 Final: 9/30/2014
4.	Update SMP Checklist completed as relevant to Task 5.	9/30/2014

Task 6: Draft Shoreline Master Program

Task Cost: \$184,125

The RECIPIENT will:

A. Conduct community visioning process

Conduct a community visioning process with as many participants representing as many interests as possible to help determine goals for future use of local shoreline jurisdiction. Conduct this visioning process with respect to the SMP Shoreline Inventory and Characterization findings, SMA policies, and the SMP Guidelines. The visioning process should help identify shoreline issues and opportunities. The product will be a community visioning report that summarizes visioning activities, comments, recommendations, and goals. The report should be used to help determine shoreline environment designations, appropriate uses and activities, development standards, shoreline resource protection, and opportunities for public access and restoration.

B. Develop general SMP goals, policies and regulations

Prepare general shoreline goals and policies **that are applicable** throughout the area within shoreline jurisdiction. Optional SMP components may include general SMP regulations that apply in all environment designations.

C. Develop environment designations

Develop environment designations that are appropriate to current waterfront conditions per the findings of the shoreline inventory and characterization. Shoreline environment designations may be comprised of those recommended in the guidelines; the existing local SMP; unique, locally developed environments; or any combination of these, so long as they are consistent with WAC 173-26-211 environment designation criteria.

Prepare draft maps illustrating the land and water area contained within mapped shoreline designation boundaries together with justification and rationale for the proposed designations. Boundaries of shoreline environment designations shall be clearly mapped. A map clearly illustrating existing designations compared to proposed designations should be prepared. A narrative rationale describing reasons for maintaining or changing the designations shall be included.

1. Develop environment-specific shoreline use and modification policies, and regulations and standards

Prepare draft policies and regulations for environment designations, all uses discussed in the SMP Guidelines, and shoreline modifications. The draft policies and regulations for shoreline environment designations shall, at a minimum, identify:

- Shoreline use and modification activity goals and policies.
- Shoreline uses and modifications that are prohibited and allowed by Substantial Development Permit or Conditional Use Permit.
- Bulk dimensional standards (buffers, setback, density, etc.).
- Shoreline modification activity standards.
- Any local policies or regulations adopted by reference, if relied upon to satisfy SMA or guidelines requirements.
- Shoreline use and dimensional standards listed in matrices, by environment designation.

2. Develop SMP administrative provisions

Prepare draft provisions for SMP administration, including necessary elements and timelines for permit administration, compliance, and enforcement. Statements about the role of ECOLOGY in permit decisions should be included. A definitions section will be prepared. Definitions should be particular to SMP administration, consistent with the SMP's implementing rules. Definitions should be clearly and concisely written.

3. Demonstrate how Task 6 complies with the Guidelines

Fill in SMP Submittal Checklist for the tasks that you have completed under Task 6.

Task Goal Statement: To determine the community's vision for the shoreline area within the framework of the SMA and SMP Guidelines and local conditions and carry out that vision through development of a draft comprehensive SMP update.

Task Expected Outcomes: A draft comprehensive SMP update and analysis of its potential cumulative impacts.

Deliverables:

Task 6	Description	Date Due
A complete draft Shoreline Master Program including:		
1.	A community visioning report that summarizes visioning activities, comments, recommendations and goals.	8/31/2014
2.	Draft general goals and policies and optional general regulations.	Draft: 4/30/2015 2 nd Draft: 6/30/2015

3.	Digital & one hard copy: Draft environment designations and draft environment maps within shoreline jurisdiction.	Draft: 4/30/2015 2 nd Draft: 6/30/2015
4.	1) Draft environment-specific shoreline use and modification policies, regulations, and standards.	Draft: 4/30/2015 2 nd Draft: 6/30/2015
5.	2) Draft Administrative Provisions.	Draft: 4/30/2015 2 nd Draft: 6/30/2015
6.	An updated checklist completed as relevant to Task 6 (adding incrementally to earlier completed tasks).	Draft: 4/30/2015 2 nd Draft: 6/30/2015

Task 7: Prepare Preliminary Cumulative Impacts Analysis

Task Cost: \$32,175 (+\$250 Year 3*)

The RECIPIENT will:

Evaluate and analyze draft SMP policies, regulations, and environment designations to show how they achieve no net loss of shoreline ecological functions during the planning period. The analysis will include incremental and cumulative impacts of future uses and development allowed by the proposed SMP as an ongoing part of the update process. The analysis will identify how proposed SMP regulations and standards, and restoration activities will avoid and offset expected impacts of future permitted and exempt shoreline development. Scenario-based impacts analysis is encouraged. The cumulative impacts analysis may need to be revised if the initial document shows that cumulative impacts would result from the draft SMP.

(Note: The preliminary cumulative impacts analysis should be submitted at the same time as the Draft SMP).

Deliverables:

Task 7	Description	Date Due
1.	Digital & one hard copy: A draft cumulative impacts analysis of the SMP demonstrating how no net loss of ecological functions will be achieved.	Draft: 6/30/2015 2 nd Draft: 10/31/2015

*Subject to legislative appropriation for Fiscal Year 16 (Year 3)

Task 8: Restoration Plan

Task Cost: \$22,600

The RECIPIENT will:

Prepare Restoration Plan

Based on the Inventory and Characterization report, develop a plan for restoration of impaired ecological functions in specific shoreline reaches. Restoration plans should include:

- Identification of degraded areas, impaired ecological functions, and sites with potential for ecological restoration.
- Goals and priorities for restoration of degraded areas and impaired ecological functions.
- Existing and ongoing restoration projects and programs.
- Additional projects needed to achieve restoration goals and implementation strategies, including identification of prospective funding.
- Times and benchmarks for achieving restoration goals.
- Mechanisms to ensure that restoration projects and programs will be implemented.

Consult with organizations conducting restoration work for assistance in developing restoration strategies. The restoration plan should identify overlaps in how and where restoration work is being conducted. An implementation strategy should include recommendations for coordination between groups doing restoration work. A list of specific prioritized restoration projects may be included as an appendix to the SMP.

(Note: Please provide ECOLOGY with sufficient time, approximately 30 to 45 days, to review and comment on the draft restoration plan).

Task Goal Statement: To identify potential opportunities for shoreline restoration, including projects, timelines and funding.

Task Expected Outcomes: A shoreline restoration plan.

Deliverables:

Task 8	Description	Date Due
1.	Digital & one hard copy: A complete restoration plan and implementing strategy.	Draft: 4/30/2015 2nd Draft: 6/30/2015

The funding needed to complete the remaining Tasks 9 and 10 below of the Comprehensive Shoreline Master Program Update in Year 3 are subject to legislative appropriation for Fiscal Year 16 (Year 3) and will be addressed by formal amendment to this agreement.

Task 9: Develop Final Draft SMP and Supporting Documents

Task Cost: \$0 (+26,790 Year 3*)

The RECIPIENT will:

- A. Revisit draft SMP and cumulative impacts analysis;** finalize SMP jurisdiction maps based on findings in the cumulative impacts analysis, re-evaluate and revise the draft SMP environment designations, policies, and regulations in response to ECOLOGY comments on the preliminary draft materials developed in Task 6 as necessary to assure that they are adequate to achieve no net loss of ecological functions. Revise the cumulative impacts analysis as needed to reflect changes in the draft SMP. Prepare final jurisdiction maps (digital) of Shorelines of the State identified in Task 4 that will be subject to the local SMP.
(Note: Please provide ECOLOGY with sufficient time, approximately 45 to 60 days, to review and comment on the revised draft SMP and other documents).
- B. Prepare a report that demonstrates how no net loss will be achieved**
 Prepare a report that demonstrates how the recommended shoreline management measures in Task 5.5, together with the findings of the cumulative impacts analysis and the restoration plan, are reflected in the proposed SMP and achieve no net loss.
- C. Demonstrate how Task 9 complies with the Guidelines**
 Fill in SMP Submittal Checklist for the tasks that you have completed under Task 9.

Task Goal Statement: To aid in achieving the goal of no net loss of shoreline ecological functions and finalizing a draft SMP.

Task Expected Outcomes: A report that demonstrates how the SMP will achieve no net loss and revised draft SMP, cumulative impacts analysis and shoreline jurisdiction maps, as necessary.

Deliverables:

Task 9	Description	Date Due
1.	Digital & one hard copy: a) Revised designations, policies, and regulations that address the finding of the cumulative impacts analysis. b) Revised Cumulative Impacts Analysis. c) Final SMP jurisdiction maps and boundary descriptions.	Target: 10/31/2015
2.	A report that demonstrates how no net loss will be achieved through SM implementation.	Target: 10/31/2015
3.	Update the submittal Checklist completed as relevant to Task 7 (adding incrementally to earlier completed tasks.	Target: 10/31/2015

*Subject to legislative appropriation for Fiscal Year 16 (Year 3)

Task 10: Local SMP Adoption Process

Task Cost: \$0 (+75,560 Year 3*)

The RECIPIENT will:

Conduct a local review and adoption process for the proposed SMP as provided in the SMA, WAC 173-26, and the State Environmental Policy Act. The SMP shall contain shoreline policies, regulations, environment designations, definitions, required administrative provisions, and a clear description of final SMP jurisdiction boundaries together with copies of any provisions adopted by reference.

A. Assemble complete Final Draft SMP

Assemble a complete draft SMP for review and approval by the local jurisdictional governing body, and formal submittal to ECOLOGY. This draft includes response to ECOLOGY comments on the preliminary draft submitted under Tasks 4.3 and 4.4 deliverables.

B. Complete SEPA review and documentation

Conduct and document SEPA review pursuant to chapter RCW 43.21C, the State Environmental Policy Act.

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

Upon conclusion of subtasks 10.1 and 10.2, local governments planning under the Growth Management Act must notify ECOLOGY and the Department of Commerce of its intent to adopt the SMP at least 60 days in advance of final local approval, pursuant to RCW 36.70A.106 and WAC 173-26-100 (5).

D. Hold public hearing

Hold at least one public hearing prior to local adoption of the draft SMP, consistent with the requirements of WAC 173-26-100. The names and mailing addresses of all interested parties providing comment shall be compiled.

E. Prepare a responsiveness summary

Prior to adoption of the draft SMP by the local elected body, prepare a summary responding to all comments received during the public hearing and the public comment period, discussing how the draft SMP addresses the issues identified in each comment.

F. Adopt SMP and submit to ECOLOGY

Complete the adoption process for the SMP update and submit the locally-adopted Draft SMP to ECOLOGY.

G. Demonstrate how Task 10 complies with the Guidelines

Fill in the SMP Submittal Checklist for the tasks that you have completed under Task 10.

Task Goal Statement: To achieve a locally adopted Shoreline Master Program.

Task Expected Outcomes: A locally adopted Shoreline Master Program.

Deliverables:

Task 10	Deliverable Description	Target Date Due
1.	A complete, locally adopted SMP including maps, with relevant supporting documentation and the complete SMP submittal checklist. (Tasks 10. A and 10.G)	6/15/2016
2.	SEPA products (checklist, MDNS or EIS; SEPA notice. (Task 10.B)	6/15/2016
3.	Evidence of compliance with GMA notice requirements. (Task 10.C)	6/15/2016
4.	Public hearing record. (Task 10.D)	6/15/2016
5.	Response to comments received. (Task 10. E)	6/15/2016

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Budget

The following budget constitutes anticipated costs for **Years 1 and 2** of this project. Budget Year 3 (July 1, 2015 – June 30, 2016) funds are subject to legislative appropriation and will be awarded via an amendment to this agreement.

Task Description	Years 1 & 2 Task Cost
1. Coordination	\$ 38,000
2. Secure Consultant and /or Interlocal Services	\$ 0
3. Public Participation	\$ 42,330
4. Preliminary Assessment of Shoreline Jurisdiction	\$ 9,100
5. Shoreline Inventory, Analysis, and Characterization	\$ 111,670
6. Draft Shoreline Master Program	\$ 184,125
7. Cumulative Impacts Analysis	\$ 32,175
8. Restoration Plan	\$ 22,600
9. Develop Shoreline Master Program and supporting documents	\$ 0
10. Local SMP Adoption Process	\$ 0
Years 1 & 2 Project Cost	\$ 440,000

Budget Terms and Conditions

1. **Project Administration:**

For the administration of this agreement the RECIPIENT must follow the current edition of the Administrative Requirements for Recipients of Ecology Grants and Loans (Yellow Book). <http://www.ecy.wa.gov/biblio/9118.html>. Please note that this document is being updated. In the event of inconsistency between these documents, unless otherwise provided herein, the inconsistency will be resolved by giving precedence in the following order:

- a) Applicable Federal and State statutes and regulations;
- b) Scope of Work;
- c) Special Terms and Conditions ;
- d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and
- e) the General Terms and Conditions.

2. **Invoicing:**

- Grants are awarded on a reimbursable basis. The RECIPIENT initially pays project costs as they incur. Invoicing to ECOLOGY is usually by quarter but not more often than once per month. Upon presentation of an invoice to ECOLOGY, ECOLOGY's share of the project is reimbursed to the RECIPIENT.
- The RECIPIENT must **submit complete backup documents with each invoice** including but not limited to all invoiced costs and time sheets - signed and dated by employee and supervisor. The RECIPIENT must keep these expenses in grant files according to budget task for a period of three years after project completion and make them available at any time for inspection by ECOLOGY.
- Expenditures will be monitored by ECOLOGY for compliance with the task budget (see above). When submitting invoices to ECOLOGY, **the RECIPIENT shall highlight (or otherwise indicate) all costs on backup documentation to avoid data searches for cost verification by ECOLOGY. These costs will be listed on ECOLOGY's Voucher Support Form (C2 form) with subtotals provided by task.** All payment requests must have forms A, B, C (and D if applicable for consultant services), be accompanied by a commensurate progress report, and receive ECOLOGY Project Manager approval before payment can be released.
- Budget deviations are allowed between tasks (e.g., a RECIPIENT may spend less money on one task and more on another), but in no circumstances may the RECIPIENT exceed the total project cost. If the total of all budget deviations exceeds 10 percent of the entire project cost, the ECOLOGY Project Manager may require a written budget redistribution.
- **NOTE:** For payment requests, the RECIPIENT must use the ECOLOGY forms provided. Otherwise, ECOLOGY will return requests to the RECIPIENT for submittal on the correct forms.
- Requests for reimbursement must be **submitted at least quarterly** but not more than once per month by the RECIPIENT on state invoice voucher forms.
- If indirect is an allowable cost as documented in the RECIPIENT'S *SMP Budget Worksheet*, the indirect rate must not exceed 25 percent of direct (staff) labor and benefit costs. If allowed, the use of indirect must be reported on a separate line item on the C2 invoicing form. The indirect rate covers space utilities, miscellaneous copying, telephone, motor pool, janitorial services, records storage, rental, county fiscal and legal services, etc. Items not included in this list must be reported with the first payment request and must remain consistent for the life of the grant.
- **Right to Audit:** The RECIPIENT agrees that payment(s) made under this grant shall be subject to reduction for amount charged thereto which are found after audit examination not to constitute allowable costs under this grant. The RECIPIENT shall

refund by check payable to ECOLOGY the amount of such reduction of payments under completed or terminated grants.

- All travel costs shall not exceed State travel rates:
<http://www.ofm.wa.gov/resources/travel.asp>
- If light refreshments are deemed appropriate, a *Light Refreshments Approval Form – Grants* will be requested and approved by ECOLOGY's Program Manager prior to the event, an agenda of the event, and a roster of attendees will be submitted as part of the payment request.
- Payment of invoices is contingent on receipt of viable deliverables as determined by ECOLOGY's Program Manager.

Special Terms and Conditions

1. Administrative Guidelines:

The RECIPIENT shall comply with ECOLOGY's current edition of the Administrative Requirements for Recipients of Ecology Grants and Loans (Yellow Book). The RECIPIENT shall be responsible for maintaining appropriate financial records throughout the life of the project and in accordance with these guidelines.

2. Responsibilities of the Project Coordinator:

The RECIPIENT's Project Manager shall be responsible for the procedural obligations under this agreement in addition to his/her duty to coordinate the planning effort hereunder. He/She shall cooperate with all parties concerned in every way possible to promote successful completion of the services described in the Scope of Work.

3. Progress Reports:

The RECIPIENT shall prepare and submit quarterly progress reports to ECOLOGY throughout the life of the grant. Reports shall be submitted no later than 20 calendar days after the end of the reporting period as follows:

Progress Report	Reporting Period	Date Due
First Quarter	July 1 – September 30	October 30
Second Quarter	October 1 – December 31	January 30
Third Quarter	January 1 – March 31	April 30
Fourth Quarter	April 1 – June 30	July 30

For Report Contents and Ecology's form: Please visit our website at:
<http://www.ecy.wa.gov/programs/sea/grants/smp/forms.html>

4. Contracting for Goods And Services:

The RECIPIENT may contract to buy goods or services related to its performance under this Agreement. The 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. The RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

The RECIPIENT must have a standard procurement process or follow current state procurement procedures. The 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.

5. Identification of Project Materials:

All reports, maps, and other documents developed as part of this grant agreement shall carry the name of the RECIPIENT, ECOLOGY's grant number (in the upper right hand corner), title, the specific task number of the product and date centered on the front cover or title page (or in the case of maps, the block which contains the name of the Government unit or Department) and acknowledgment of the source of funding.

6. Format for Publications and Brochures:

Any (hard copy) publications or brochures required as a product of this agreement shall conform to minimum standards of size, 8-1/2" x 11" white, recycled paper equivalent in weight to 20 lb. bond, single spaced, printed both sides, no less than 1" margins. Photos, illustrations, and graphs must be of reproducible quality. Any publications or brochures intended for public distribution shall comply with graphic requirements as specified in ECOLOGY's "Publications Handbook", publication number 91-41 and any additional specifications as may be outlined in the Scope of Work.

7. 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.

8. 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.

9. Minority and Women's Business Enterprises (MWBE)

The 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. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- b) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- c) 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.

10. Presentation and Promotional Materials

The 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.

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

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

11. Consistency:

It is the responsibility of the RECIPIENT to ensure that all sub-RECIPIENTS and contractors comply with the terms and conditions of the agreement and that the State of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

12. Biennium Close:

All deliverables due in June of the odd calendar year at the end of the State biennium shall have an end date of June 30. These deliverables and invoices will be due on or before **July 18, 2015** of that year or as otherwise specified by ECOLOGY's Fiscal Office.

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ATTACHMENT II: General Terms And Conditions

Pertaining To Grant And Loan Agreements Of The Department Of Ecology

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The 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.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

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

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages and Job Safety. The 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.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

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

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT 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 years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion

thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Recipients of Ecology Grants and Loans", Part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT 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 the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become DEPARTMENT property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by

the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent 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 the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT 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. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:

- a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The 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 contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT 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.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project

Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall 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.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall 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.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. 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.

V. 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) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

W. FUNDING AVAILABILITY

The DEPARTMENT'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 completion or expiration date of this agreement, the DEPARTMENT, at its sole discretion, may elect to terminate the agreement, in whole or part, or to renegotiate the agreement subject to new funding limitations and conditions. The DEPARTMENT may also elect to suspend performance of the agreement

until the DEPARTMENT determines the funding insufficiency is resolved. The DEPARTMENT may exercise any of these options with no notification restrictions.

SS-010 Rev. 04/04

Modified 12/13

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

**IN THE MATTER OF
AUTHORIZING THE BOARD
CHAIR TO RESPOND TO LIQUOR
CONTROL BOARD NOTICE OF
MARIJUANA LICENSE
APPLICATION FORMS**

RESOLUTION NO.

WHEREAS, the Washington voters approved Initiative 502 (I-502) in 2012, which "authorizes the state liquor control board to regulate and tax marijuana for persons twenty-one years of age and older, and add a new threshold for driving under the influence of marijuana" (I-502, Sec. 1(3)); and

WHEREAS, I-502 allows the Washington State Liquor Control Board (WSLCB) to license marijuana producers "to produce marijuana for sale at wholesale to marijuana processors and other marijuana producers" (I-502, Sec. 4(1)); and

WHEREAS, I-502 allows the WSLCB to license marijuana processors to "process, package and label usable marijuana and marijuana-infused products for sale at wholesale to marijuana retailers" (I-502, Sec. 4(2)); and

WHEREAS, I-502 allows the WSLCB to license marijuana retailers to "sell usable marijuana and marijuana-infused products at retail in retail outlets" (I-502, Sec. 4(3)); and

WHEREAS, under I-502, before the WSLCB issues a new or renewed license to an applicant, it must give notice of the application to the county legislative authority, and a county has the right to file its written objections to such license within 20 days after transmittal of the notice of application, but the WSLCB makes the final decision whether to issue a license (I-502, Sec. 6 (7)); and

WHEREAS, Walla Walla County enacted Ordinance 415 on September 16, 2013, and

WHEREAS, Ordinance 415 placed a moratorium on the acceptance or issuance of project permits for recreational marijuana producers, processors and retailers, (Section II, B, 1-3) and

WHEREAS, Ordinance 415 enacted interim zoning that stated that marijuana production, marijuana processing and marijuana retailing shall not be considered permitted or allowed uses in unincorporated Walla Walla County during the pendency of the Ordinance (Section II, B, 4), and

WHEREAS, after Walla Walla County enacted Ordinance 415, the WSLCB adopted its final rules on October 16, 2013, and opened the application period for marijuana production, processing and retailing on November 18, 2013, and

WHEREAS, the WSLCB's application period ended on December 20, 2013, and

WHEREAS, despite the County's enactment of Ordinance 415, numerous applications have been filed with the WSLCB for recreational marijuana uses within various areas of unincorporated Walla Walla County, and

WHEREAS, the County has received several Notice of Marijuana License Application forms from the WSLCB relating to applications within the unincorporated county, and

WHEREAS, the County continues to move forward with the consideration of possible permanent zoning regulations regarding recreational marijuana uses; and

WHEREAS, because Ordinance 415 enacted interim zoning that stated that marijuana production, processing and retailing were not permitted uses in unincorporated Walla Walla County, the County has the basis, and the obligation, to object to every marijuana license application located in unincorporated Walla Walla County during the time that Ordinance 415 is in effect, and

WHEREAS, RCW 36.32.100 empowers the Chair of the Board of County Commissioners to sign documents on behalf of the Board; and

WHEREAS, the WSLCB Notice of Application form can be signed by the Board of County Commissioners or an official or employee selected by the Board, pursuant to RCW 69.50.331 (7)(B); and

WHEREAS, the Board wishes to designate the Board Chair as its designee for purposes of responding to the Notice of Marijuana License Applications; and

WHEREAS, while Ordinance 415 is in effect, the County's objection to marijuana license applications within the unincorporated County will be warranted and will be issued as a matter of course, thus Board consideration of each Notice is not warranted; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that upon execution of this resolution, the Chair of the Board is authorized to sign objections to Notices of Marijuana License Applications and the attached letters, so long as Ordinance 415 is in effect. The Chair is authorized to draft or execute any other documents necessary to further the County's objection. No further action by the Board on individual marijuana license applications shall be necessary.

On the Notice of Marijuana License Application, the County will continue to:

Leave question 1 regarding approval of the applicant blank;

Respond to question 2, objecting to the location of the proposed marijuana license;

Respond to question 3, requesting an administrative hearing; and WSLCB

Attach a letter describing the basis of the County's objection, and attach a copy of Ordinance 415.

*"Passed this **3rd day of February, 2014** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."*

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

COUNTY COMMISSIONERS (continued)

g) Consent Agenda Items (continued):

- 5) County warrants as follows: 4149154 through 4149155 totaling \$1,024.36; 4149192 through 41491914 totaling \$94,462.94 (correcting warrants); 4035044 through 4035076, totaling \$79,898.10 (payroll draws dated January 15, 2014); 4035207 through 4035288, totaling \$931,192.70 (January payroll); 4149157 through 4149191, totaling \$966,123.67 (benefits and deductions)
- 6) Payroll action and other forms requiring Board approval
- h) Miscellaneous business to come before the Board
- i) Review reports and correspondence; hear committee and meeting reports
- j) Review of constituent concerns/possible updates re: past concerns

a) Consent Agenda Items:

- 1) Resolution _____ - Revocation of Designated Mental Health Professional appointment (Voeks) *resolution pg 44*
- 2) Resolution _____ - Personal Services Contract between Walla Walla County and Heather Ferguson *resolution pg 45
memo pg 46*

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF REVOCATION
OF DESIGNATED MENTAL
HEALTH PROFESSIONAL
APPOINTMENT (VOEKS)

}

RESOLUTION NO.

WHEREAS, Joeline B. Voeks was appointed on June 20, 2008 as a Designated Mental Health Professional; and

WHEREAS, the above individual is no longer employed by Walla Walla County Department of Human Services; now therefore

BE IT RESOLVED, by this Board of Walla Walla County Commissioners, that the above-named individual's appointment as a Designated Mental Health Professional be revoked effective January 28, 2014.

Passed this 3^d day of **February, 2014** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

**IN THE MATTER OF PERSONAL
SERVICES CONTRACT BETWEEN
WALLA WALLA COUNTY AND
HEATHER FERGUSON**

RESOLUTION NO.

WHEREAS, Walla Walla County Health Department, through the Community Health Improvement Plan, has identified a wellness website as an important resource for healthy living resources and has a need for a contractor to enhance implementation of SNAP-Ed (Supplemental Nutrition Assistance Program – Education); and

WHEREAS, Heather Ferguson produced excellent work with her previous contract with Walla Walla County Health Department, has experience with website development and is dedicated to the pursuit of population health; and

WHEREAS, the Walla Walla County Health Department will devote funds from Health Education to “Live Well Walla Walla” website development and has SNAP-Ed grant funding for enhanced delivery of SNAP-Ed nutrition education;

WHEREAS, the contract has been reviewed by the Risk Manager and the Prosecuting Attorney; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve a Personal Services Contract between the County and Heather Ferguson and authorize County Public Health Administrator, Dr. Harvey Crowder, to sign the same.

Passed this 3^d day of February, 2014 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners
of Walla Walla County, Washington



WALLA WALLA COUNTY
HEALTH DEPARTMENT
314 W Main Street • PO Box 1753
Walla Walla, WA 99362
Phone 509.524.2650 • Fax 509.524.2678

MEMORANDUM

To: The Walla Walla County Board of County Commissioners

From: Harvey R. Crowder
Public Health Administrator
Interim Director, Department of Human Services

Date: December 31, 2013

Subject: Personal Services Contract, Heather Ferguson

As one outcome of the Community Health Improvement Plan, a wellness website has been built with the aid of a student volunteer. "Live Well Walla Walla" is designed to be used as a go to spot for healthy living resources in Walla Walla County. While the framework of the live website is in place, there is a wealth of content to be added. Heather Ferguson, a 2011 Biology graduate of Whitman College successfully implemented a social norms campaign in September of 2013 to promote safe sexual practices targeting at-risk youth. In light of Heather's excellent work fulfilling her previous contract with WWCHD, we propose to contract with her for development of the "Live Well Walla Walla" website. An additional project is the need for a contractor to enhance implementation of the SNAP-Ed contract delivering nutrition education in the community.

WWCHD will use Health Education funds to cover a personal services contract for website development up to 5 hours per week until May 31, 2014 at \$15 per hour. SNAP-Ed grant funds for the duration of FY2014 are available to cover a personal services contract up to 25 hours per week at \$13.33 per hour for the delivery of SNAP-Ed.

Both projects, website development and SNAP-Ed address one of Walla Walla County's Community Health Improvement Plan priority areas: reduction of obesity by improved nutrition and increased physical activity.

RECOMMENDATION:

The Walla Walla County Board of County Commissioners approves the acceptance of the personal services contract with Heather Ferguson and authorizes the Public Health Administrator to sign.

10:00

TECHNOLOGY SERVICES DEPARTMENT

Kevin Gutierrez

a) Department update and miscellaneous

update pgs 48-49



WALLA WALLA COUNTY
Technology Services Department

Kevin G. Gutierrez
Technology Services Director

315 W. Main Street, Rm 101 - Walla Walla, Washington 99362

(509) 524-2590

kgutierrez@co.walla-walla.wa.us

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

February 3, 2014

To: Walla Walla County Board of Commissioners

Re: Department Update

Issues for the Board.

None

Components (Main infrastructure)

Hardware

- No issues

Software

- No issues

Security/Viruses

- No issues

Network

- No issues

Other Projects

- **Service Desk Software**
 - We are still dealing with internal processes and electronic discovery of devices
 - Affecting ability to manage inventory and budget predictions for replacements
 - I have sent a request to the company to review the status of our implementation.
 - a) We have found too many items that do not work correctly.
 - Inventory is essential to our budgeting process
- **Disk To Disk Backup Solution**
 - Done
 - Note – We did have a need to restore a database. This was done very quickly and painlessly.
- **Budget /Assets**
 - Nothing new – Hope to start inventory and budget process in March
- **Technology Refresh**
 - New equipment here
 - PC – standard image will be created
 - Laptops – a few deployed but having some issues with Sheriffs Air-Cards

- **Assessor/Treasurer software upgrade**
 - Training in progress
 - Assessor and Treasurer looking to verify data migration
 - Go live Feb 10.
- **AS-400 decommission**
 - Making good progress.
 - a) L&J now has their copy / 10 days left to test
 - b) College Place now has their data
 - c) Just started the Clerks Calendaring piece
- **Walla Walla County Policy on Information Technology and Use of Resources**
 - Sent an updated version to Lucy
 - Probably about time to review again for any needed changes.
 - To-do list
- **Superior Court 1-2 Updates**
 - Bids closed on 12/20/13
 - Jesse is checking to make sure the bids were responsive
 - Still looking them over
- **Public Record Requests Last 2 Weeks**
 - 3 = Requests received
 - 1 = Went to a department
 - 2 = Completed
 - 6 = Total Open

2013 - Logged 119 requests

Though only 42% of the requests were for the Sheriff, 90% or more of the time was spent in Sheriff's Office working on requests.

H=Handle, C=Coordinate, Log = Log only then pass to department.

SHE/JAIL	50	42.02%	H
PLANNING	27	22.69%	H
ASR	11	9.24%	C
AUD	1	0.84%	Log
PERRSK	3	2.52%	C
GENERAL/PLAN	11	9.24%	H
PUBLIC WORKS	5	4.20%	C
PA	1	0.84%	C
COMMISSIONERS	2	1.68%	C
CLERKS	2	1.68%	Log
PUBLIC HEALTH	2	1.68%	C/Handle
DCO	2	1.68%	C
COR	1	0.84%	C
TRE	1	0.84%	C
TOTAL	119		

a) Consent Agenda Items:

- 1) Resolution _____ - Approving acceptance of Hazardous Materials Emergency Preparedness grant funds
- 2) Resolution _____ - Approving acceptance of State Homeland Security Program Emergency Preparedness grant funds

resolution pg 51
memo pg 52
contract pgs 53-93
resolution pg 94
memo pgs 95-98
contract pgs 99-117

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
ACCEPTANCE OF HAZARDOUS
MATERIALS EMERGENCY
PREPAREDNESS GRANT FUNDS

RESOLUTION NO.

WHEREAS, Washington State Military Department Emergency Management Division and the U.S. Department of Transportation have offered funding to Walla Walla County Emergency Management Department in the amount of \$8,000; and

WHEREAS, Hazardous Materials Emergency Preparedness grant funding is provided to local jurisdictions to maintain the data base for reporting required by the Emergency Planning and Community Right-to-Know Act of 1986 and support the Comprehensive Emergency Management Plan; and

WHEREAS, Walla Walla County Emergency Management will use the funds to perform tasks described in the contract Statement of Work, including Tier II reporting, conducting Local Emergency Planning Committee meetings, and conducting HAZMAT exercises; and

WHEREAS, a match by Walla Walla County Emergency Management Department is required in the amount of \$2,000, and is available from existing local contributions; and

WHEREAS, Jim Duncan, Walla Walla County Emergency Management Director, is authorized to sign contracts with these entities and Jim Duncan and Lizabeth Jessee are authorized to request reimbursements from these entities, on behalf of Walla Walla County, now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that said contract and reimbursement authority be approved.

Passed this 3rd day of **February, 2014** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners
of Walla Walla County, Washington



Walla Walla County

Emergency Management Department

27 N. 2nd Avenue
Walla Walla, Washington 99362
Phone: (509) 524-2900 • Fax: (509) 524-2910
www.wwemd.info

JIM DUNCAN
Director

LIZ JESSEE
Technician

Date: January 24, 2014
Subject: Hazardous Material Emergency Preparedness Grant
To: Board of Walla Walla County Commissioners
From: Jim Duncan

I am requesting your authorization to sign a contract with Washington State Military Department Emergency Management Division and the U.S. Department of Transportation for a Hazardous Material Emergency Preparedness Grant.

This grant is provided to local jurisdictions to effectively maintain the database for Tier II Reporting, required by the Emergency Planning and Community Right-to-Know Act of 1986. Funds will also be utilized to do a HAZMAT table top exercise and a functional/field exercise this year; fire fighter participation, training equipment or props and contractor provided training.

The contract amount is \$8,000. The funding will be used primarily for salary and benefits and the two exercises. A match for this grant is required in the amount of \$2,000. Local contributions already in place are sufficient to meet the match requirement.

Sincerely,

/s/

JIM DUNCAN
Director, Emergency Management

Washington State Military Department GRANT AGREEMENT FACE SHEET

1. Sub-Grantee Name and Address: Walla Walla County 27 N, 2nd Avenue Walla Walla, Washington 99362-1801		2. Grant Agreement Amount: Total \$10,000 Local \$2,000 Federal \$8,000		3. Grant Agreement Number E14-199	
4. Sub-Grantee's Contact, phone/email: Jim Duncan 509.524.2900 jduncan@co.walla-walla.us.wa		5. Grant Agreement Start Date: September 30, 2013		6. Grant Agreement End Date: October 31, 2014	
7. Department Program Manager, phone/email: Lorri Gifford, 253.512.7140 Lorri.gifford@mil.wa.gov		8. Data Universal Numbering System (DUNS #): 619398386		9. UBI # (state revenue): 363-006-535	
10. Funding Authority: Washington State Military Department (Department) and U. S. Department of Transportation (USDOT)					
11. Funding Source Agreement #: HM-HMP-0369-13-01-00		12. Program Index # & OBJ/SUB-OJ 74352 NZ		13. CFDA # and Title: 20.703 HMEP	
14. TIN or SSN: 91-6001381					
15. Service Districts: (BY LEG DIST): 16 (BY CONG DIST): 5		16. Service Area by County(ies): Walla Walla County		17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other		19. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency			
20. Sub-Grantee 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		21. Sub-Grantee Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER			
22. BRIEF DESCRIPTION: Provide U.S. Department of Transportation (USDOT) Hazardous Materials Emergency Preparedness (HMEP) Grant funds to conduct Emergency Response drill for a transportation HazMat incident based on findings from risk assessments, hazardous analyses and commodity flow studies.					
IN WITNESS WHEREOF, the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Statement of Work (Exhibit C); Milestone Timeline (Exhibit D); Budget (Exhibit E); FFATA Worksheet (Attachment 1); Performance and Financial Summary Report (Attachment 2); 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 Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <div style="margin-left: 20px;"> (a) Applicable Federal and State Statutes and Regulations (b) Statement of Work (c) Special Terms and Conditions (d) General Terms and Conditions, and if attached, (e) any other provisions of the grant agreement incorporated by reference. </div>					
WHEREAS, the parties hereto have executed this grant agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUB-GRANTEE:		
Signature _____ Date _____ Richard A. Woodruff, Contracts Administrator Washington State Military Department			Signature _____ Date _____ Jim Duncan, Director Walla Walla County		
BOILERPLATE APPROVED AS TO FORM:			APPROVED AS TO FORM (if applicable):		
Brian E. Buchholz, (Signature on file) 1-9-2014 Assistant Attorney General			Applicant's Legal Review _____ Date _____		

Form 10/27/00 kdb

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in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. As a subrecipient of federal financial assistance under Circular A-133, the Sub-grantee shall complete and return to the Department Attachment #2 "OMB Circular A-133 Audit Certification Form" with the signed Grant Agreement and each fiscal year thereafter until the Grant Agreement is closed, which Form is incorporated in and made a part of this Agreement.

2. Monitoring activities may include, but are not limited to:
 - a. review of performance reports;
 - b. monitoring and documentation the completion of Grant Agreement deliverables;
 - c. documentation of phone calls, meetings, e-mails and correspondence;
 - d. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Grant Agreement budget and federal requirements;
 - e. observation and documentation of Grant Agreement related activities, such as exercises, training, funded events and equipment demonstrations;
 - f. 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.
3. As a sub-recipient of federal funds, the Sub-grantee is required to meet or exceed the monitoring activities, as outlined above, for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Agreement.

ARTICLE VI – ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:

1. Funds are provided by the U.S. Department of Transportation (USDOT) solely for the purpose of supporting hazardous materials management preparedness, mitigation, response and recovery planning programs, training and exercises as provided by the USDOT **Hazardous Materials Emergency Preparedness (HMEP)** grant to the Department, which is incorporated herein and attached here to as Attachment 3. The Sub-grantee is a sub-recipient of such grant funds, and by its terms all requirements of that grant applicable to the Department are also applicable to the Sub-grantee as a sub-recipient of the grant.
2. This grant agreement is contingent upon the receipt of federal funds awarded for this purpose. The Sub-Grantee shall use the funds to perform tasks as described in the Statement of Work and Budget, as approved by the Department.
3. The Sub-Grantee shall provide a match of 20% non-federal origin. Said match may be in the form of goods, services, and in-kind services.
4. Sub-Grantee acknowledges that since this grant agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. Sub-Grantee 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 grant agreement prior to distribution of appropriated federal funds.

Sub-Grantee 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 if federal funds are not appropriated or are not appropriated in a particular amount.
5. As a recipient of federal financial assistance under this Agreement, the Sub-grantee shall comply with all applicable state and federal statutes, regulations, executive orders, and guidelines, including but not limited to the following:
 - a. All applicable state and federal statutes, regulations, executive orders and guidelines relating to nondiscrimination, including but not limited to the following: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin; (b) 49 CFR 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964; (c) the Civil Rights Act of 1968 (42 U.S.C. 3601), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

**WASHINGTON STATE MILITARY DEPARTMENT
SPECIAL TERMS AND CONDITIONS**

ARTICLE I -- COMPENSATION SCHEDULE:

This is a fixed price, reimbursement grant agreement. Within the total grant agreement amount, travel, subcontracts, salaries and wages, 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 grant agreement. Any travel or subsistence reimbursement allowed under the grant agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended and in agreement with federal rates. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this grant agreement must be maintained by the Sub-Grantee and be made available upon request by the Department.

Some flexibility to shift funds between/among budget categories is allowed as follows: Changes to the budget in excess of 10% will not be reimbursed without the prior written authorization of the Department. Budget categories are as specified or defined in the budget sheet of the grant agreement.

ARTICLE II -- REPORTS:

In addition to the reports as may be required elsewhere in this grant agreement, the Sub-Grantee shall prepare and submit the following reports or documents as indicated below:

Mid-Term Report due April 30, 2014

Final Report due October 31, 2014

ARTICLE III -- KEY PERSONNEL:

The individuals listed below shall be considered key personnel. Any substitution must be made by written notification to the Department.

SUB-GRANTEE:	DEPARTMENT:
Jim Duncan	Lorri Gifford
Emergency Management Director	Program Manager
jduncan@co.walla-walla.us.wa	Lorri.gifford@mil.wa.gov
509.524.2900	253.512.7140

ARTICLE IV -- ADMINISTRATIVE AND FINANCIAL REQUIREMENTS:

The Sub-grantee shall comply with all applicable state and federal laws, rules and regulations, including but not limited to the following:

1. The Sub-Grantee shall comply with 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; 2 CFR 225, Cost Principles for State, Local, and Indian Tribal Governments; and OMB **A-102**, Grants and Cooperative Agreements with State and Local Governments.
2. The Sub-grantee shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department Attachment #1 attached to and made a part of this Agreement.

ARTICLE V -- SUB-GRANTEE MONITORING

1. The Department will monitor the activities of the Sub-grantee from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are

therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex; (d) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; (e) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability; (f) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; (g) the Fair Housing Amendments Act of 1988, as amended (42 U.S.C. §§3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (h) the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101-12213) which prohibits discrimination on the basis of disability; and (i) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency.

- b. 49 CFR 32 Government wide Requirements for Drug-Free Workplace (Financial Assistance) which implements the requirements of the Drug-Free Workplace Act of 1988, as amended (41 U.S.C. 701 et seq.).
 - c. 49 CFR 110, Hazardous Materials Public Sector Training and Planning Grants 49 CFR 110.
 - d. 49 CFR 20, New Restrictions on Lobbying.
 - e. 49 CFR 1200, Nonprocurement Suspension and Debarment, which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in federal non-procurement transactions either through primary or lower-tier covered transactions. The Sub-grantee must comply with subpart C of the OMB guidelines in 2 CFR 180, as supplemented by 2 CFR 1200.
6. Title to equipment purchased or fabricated under this grant vests in the Sub-grantee upon acquisition except that the Department reserves the right to require the Sub-grantee to transfer title to items of equipment to the federal government or a third party named by the Department, when such a third party is otherwise eligible under existing statutes. Such transfers are subject to the standards contained in 49 CFR 18.32.

WASHINGTON STATE MILITARY DEPARTMENT GENERAL TERMS AND CONDITIONS

A.1 DEFINITIONS

As used throughout this Grant Agreement, the following terms will have the meaning set forth below:

- a. **"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.
- b. **"Sub-grantee"** means the government or other eligible legal entity to which a sub-grant is awarded and which is accountable to the Grantee for the use of the funds provided under this Grant Agreement, and includes all employees of the Sub-grantee and any sub-contractor retained by the Sub-grantee as permitted under the terms of this Grant Agreement. The term "Sub-grantee" and "Contractor" may be used interchangeably in this Agreement.
- c. **"Sub-grantee Agent"** means the official representative and alternate designated or appointed by the Sub-grantee in writing and authorized to make decisions on behalf of the Sub-grantee.
- d. **"Grantee"** means the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, the state of Washington is the Grantee. The Grantee and the DEPARTMENT are one and the same.
- e. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, authorities and policies.
- f. **"Investment Justification"** means grant application investment justification submitted by the sub-grantee describing the project for which federal funding is sought and provided under this Grant Agreement. Such grant application investment justification is hereby incorporated into this Grant Agreement by reference.
- g. **"PL"** – is defined and used herein to mean the Public Law.
- h. **"CFR"** – is defined and used herein to mean the Code of Federal Regulations.
- i. **"OMB"** – is defined and used herein to mean the Office of Management and Budget.
- j. **"WAC"** – is defined and used herein to mean the Washington Administrative Code.
- k. **"RCW"** – is defined and used herein to mean the Revised Code of Washington.

A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as subrecipients of a federal award, that expend **\$500,000** 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 the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007). Non-federal entities that spend less than **\$500,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular A-133. As defined in Circular A-133, the term "non-federal entity" means a State, local government, or non-profit organization, and the term "State" includes Indian tribes. Circular A-133 is available on the OMB Home Page at <http://www.omb.gov>.

SUB-GRANTEES that qualify as subrecipients 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 Comptroller General and the OMB Compliance Supplement. The SUB-GRANTEE has the responsibility of notifying its auditor and requesting an audit in compliance with Circular A-133, 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 Circular A-133.

The SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE 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 SUB-GRANTEE all disallowed costs resulting from the audit.

Once the single audit has been completed, the SUB-GRANTEE must send a full copy of the audit to the DEPARTMENT and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The SUB-GRANTEE must send the audit and the letter no later than nine (9) months after the end of the SUB-GRANTEE's fiscal year(s) to:

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

In addition to sending a copy of the audit, the SUB-GRANTEE must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

If SUB-GRANTEE claims it is exempt from the audit requirements of Circular A-133, SUB-GRANTEE must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUB-GRANTEE fiscal year(s) to:

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

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

The SUB-GRANTEE shall include the above audit requirements in any sub-contracts.

Conducting a single or program-specific audit in compliance with Circular A-133 is a material requirement of this Grant Agreement. In the absence of a valid claim of exemption from the audit requirements of Circular A-133, the SUB-GRANTEES 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 Circular A-133; 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.3 ADVANCE PAYMENTS PROHIBITED

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

A.4 AMENDMENTS AND MODIFICATIONS

The SUB-GRANTEE or the DEPARTMENT may request, in writing, an amendment or modification of this Grant 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 SUB-GRANTEE. No other understandings or agreements, written or oral, shall be binding on the parties.

A.5 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 SUB-GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 ASSURANCES

DEPARTMENT and SUB-GRANTEE agree that all activity pursuant to this Grant Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

If requested by the DEPARTMENT, the SUB-GRANTEE shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the SUB-GRANTEE for this Grant Agreement shall be incorporated into this Grant Agreement by reference.

Further, the SUB-GRANTEE agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUB-GRANTEE certifies that it will ensure that potential sub-contractors or sub-recipients 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 sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUB-GRANTEE may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUB-GRANTEE 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/>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 10 CFR Part 601, the Sub-grantee 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 Sub-grantee 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 Grant Agreement, grant, loan, or cooperative agreement, the Sub-grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Sub-grantee 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.9 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUB-GRANTEE 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 such the SUB-GRANTEE 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 Grant Agreement.

The SUB-GRANTEE shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUB-GRANTEE and all its contractors 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), 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 the SUB-GRANTEE's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Grant Agreement in whole or in part in its sole discretion. The SUB-GRANTEE is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, OMB Circular or policy.

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 SUB-GRANTEE's responsibilities with respect to services provided under this Grant 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 contract, 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 Contractor 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 Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

To the extent allowed by law, the SUB-GRANTEE, 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 SUB-GRANTEE, its sub-contractors, 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 Grant Agreement.

To the extent allowed by law, the SUB-GRANTEE 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 Grant 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 SUB-GRANTEE, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUB-GRANTEE, or SUB-GRANTEE's agents or employees.

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 and the Authorized Signature of the assigned SUB-GRANTEE Agent or Alternate for the SUB-GRANTEE Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Grant 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 SUB-GRANTEE 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 SUB-GRANTEE 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 Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the SUB-GRANTEE.

A.17 NONDISCRIMINATION

The SUB-GRANTEE 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 Grant Agreement.

A.18 NOTICES

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

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

The SUB-GRANTEE 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 SUB-GRANTEE's performance under this Grant Agreement. To the extent allowed by law, the SUB-GRANTEE 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 SUB-GRANTEE 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 Grant Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUB-GRANTEE. The SUB-GRANTEE shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and 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 Grant 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 Grant 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 SUB-GRANTEE agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Grant 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 SUB-GRANTEE agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUB-GRANTEE may copyright original work it develops in the course of or under this Grant Agreement; however, pursuant to 49 CFR 18.34, USDOT 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 Grant Agreement shall include an acknowledgement of USDOT's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by USDOT or reflect USDOT's views.

A.24 RECAPTURE PROVISION

In the event the SUB-GRANTEE fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Grant 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 Grant Agreement termination. Repayment by the SUB-GRANTEE 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 thereof, including attorney fees.

A.25 RECORDS

- a. The SUB-GRANTEE agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUB-GRANTEE's contracts, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement (the "records").
- b. The SUB-GRANTEE's records related to this Grant Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, USDOT 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 SUB-GRANTEE with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the Grant Agreement.
- c. The records shall be made available by the SUB-GRANTEE for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUB-GRANTEE's normal working day.
- d. The SUB-GRANTEE shall retain and allow access to all records related to this Grant 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 Grant Agreement.

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

While the DEPARTMENT undertakes to assist the SUB-GRANTEE with the project/statement of work/work plan (project) by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the SUB-GRANTEE. The DEPARTMENT undertakes no responsibility to the SUB-GRANTEE, or to any third party, other than as is expressly set out in this Grant 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 SUB-GRANTEE, 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 SUB-GRANTEE shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to USDOT compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUB-GRANTEE shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUB-GRANTEE in connection with the project. The SUB-GRANTEE 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 Grant Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Grant Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Grant Agreement are declared severable.

A.28 SUB-CONTRACTING

The SUB-GRANTEE shall use a competitive procurement process in the 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 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE.

Sub-Grantees must comply with the following provisions regarding procurement, and all Sub-Grantee contracts with sub-contractors or sub-recipients must contain the following provisions regarding procurement, per 49 CFR Part 18.36(i):

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (All contracts more than the simplified acquisition threshold).
2. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees).
4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair).
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub-grantees when required by Federal grant program legislation).

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6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the sub-grantee, the Federal grantor 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.
11. Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (All contracts, sub-contracts, and sub-grants of amounts in excess of \$100,000).
13. 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).

The DEPARTMENT reserves the right to review the Sub-Grantee procurement plans and documents, and require the Sub-Grantee to make changes to bring its plans and documents into compliance with the requirements of 49 CFR Part 18.36. The Sub-Grantee 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 Sub-Grantee and DEPARTMENT to make a determination on eligibility of project costs.

All sub-contracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

A.29 SUB-GRANTEE NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The SUB-GRANTEE, and/or employees or agents performing under this Grant Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUB-GRANTEE will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, nor will the SUB-GRANTEE 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 Grant 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 SUB-GRANTEE 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 Grant Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Grant Agreement, the SUB-GRANTEE 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 SUB-GRANTEE or its staff required by statute or regulation that are applicable to Grant Agreement performance.

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A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Grant Agreement, the SUB-GRANTEE may terminate this Grant Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Grant Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Grant Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Grant Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUB-GRANTEE. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the SUB-GRANTEE from incurring additional obligations of funds. In the event of termination, the SUB-GRANTEE 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 SUB-GRANTEE has failed to fulfill in a timely and proper manner its obligations under this Grant Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUB-GRANTEE unable to perform any aspect of the Grant Agreement, or has violated any of the covenants, agreements or stipulations of this Grant Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Grant Agreement in whole or in part.

The DEPARTMENT may notify the SUB-GRANTEE 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 SUBGRANTEE 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 SUB-GRANTEE's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUB-GRANTEE an opportunity to cure, the DEPARTMENT shall notify the SUB-GRANTEE 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 Grant Agreement may be terminated in whole or in part.

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

In the event of termination, the SUB-GRANTEE shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant 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 SUB-GRANTEE: (1) was not in default or material breach, or (2) failure to perform was outside of the SUB-GRANTEE'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 Grant Agreement, the SUB-GRANTEE shall follow any procedures specified in the termination notice. Upon termination of this Grant Agreement and in addition to any other rights provided in this Grant Agreement, the DEPARTMENT may require the SUB-GRANTEE to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated.

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If the termination is for convenience, the DEPARTMENT shall pay to the SUB-GRANTEE the 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 Grant Agreement termination, and the amount agreed upon by the SUB-GRANTEE 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 Grant 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 SUB-GRANTEE for termination. The DEPARTMENT may withhold from any amounts due the SUB-GRANTEE 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 Grant 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 SUB-GRANTEE shall:

- a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant 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 SUB-GRANTEE under the orders and sub-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 sub-contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-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 Grant 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 Grant Agreement which is in the possession of the SUB-GRANTEE and in which the DEPARTMENT has or may acquire an interest.

A.34 TRAVEL AND SUBSISTENCE REIMBURSEMENT

Unless the Grant Agreement specifically provides for different rates, any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The SUB-GRANTEE may be required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking) that are authorized under this Agreement.

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

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

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A.36 WAIVERS

No conditions or provisions of this Grant 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 Grant 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 Grant Agreement.

A.37 VENUE

This Grant 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 Grant Agreement shall be the Superior Court of Thurston County, Washington. The SUB-GRANTEE, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the State of Washington.

AAG Approved GT&C 1/9/2014

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STATEMENT OF WORK
HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT
(Federal Fiscal Year 2013-2014)

INTRODUCTION: The Washington State Military Department, Emergency Management Division, through its United States Department of Transportation (USDOT) Hazardous Materials Emergency Preparedness (HMEP) Grant, provides funds to increase state, territorial, tribal, and local effectiveness in safely and efficiently handling hazardous materials accidents and incidents, enhance implementation of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA), and encourage a comprehensive approach to emergency training and planning by incorporating the unique challenges of responses to transportation situations. The year 2013-2014 HMEP grant (HMEP #74352) is providing funds to Walla Walla to conduct an emergency response drill associated with their HazMat emergency response plan. The purpose of the drill is to provide participants with an opportunity to evaluate current response concepts, plans, and capabilities for responding to HazMat events. The drill will evaluate: Public information and Public warning during an event; Establish command and control; HazMat response and decontamination; as well as Responder safety and health. Following the drill, an after action plan will be developed documenting drill successes and area needed further improvements. County HazMat Response plan will be reviewed and revised as needed to reflect outcome of drill and/or actual events during this performance period.

Grant Performance Period September 30, 2013 through September 30, 2014

MATCH COMPUTATION:

Applicants must be able to demonstrate their contribution of a 20 percent in-kind or cash contribution match based on total project cost.

The Sub-Grantee Agrees To:

1. Coordinate and lead meetings with representative from all HazMat exercise participating agencies.
2. Submit WA State HMEP Mid-Term Report by April 30, 2014 that summarizes the status of the project to date and a revised timeline if applicable. The template will be provided to you electronically for your use prior to the report due date.
3. Submit WA State HMEP Final Report to the Washington State Military Department, Emergency Management Division by October 31, 2014. The template will be provided to you electronically for your use prior to the report due date. All grant work must end on September 30, 2014, however the Sub-Grantee has up to 30 days after the expiration date to submit all final reports and/or deliverables.
4. Submit original signed invoice vouchers (state form A-19) and backup documentation reflecting 100% of eligible expenditures to the Military Department at least quarterly and no more than monthly. Final invoices must be submitted within 30 calendar days following the end of the period in which the work was performed.
5. Submit electronic copies of HazMat plan revisions for review by the State Emergency Response Commission.
6. Submit copies of meetings and other documentation to support activities within statement of work. Documentation shall include, but not limited to, after action report, sign in sheets/rooster of attendees, minutes/notes summarizing discussions, etc.
7. Submit trip report documenting conference activities to include suggestions for training topics and instructors which could improve statewide first responder training.

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Milestone Timeline:

October 2013	Conduct LEPC meetings/business
April 30, 2014	Submit Mid-Term Report
May 2014	Conduct emergency response drill
September 2014	Conduct full-scale exercise
September 2014	After Action meeting and development of report
September 2014	Update HazMat plan and submit for SERC review
October 31, 2014	Submit Final Report and payment request to include all backup documentation and grant deliverables

The Military Department Agrees To:

1. Reimburse the Sub-Grantee within 30 days of receipt and approval of a final signed, dated invoice voucher(s) (state form A-19) and documentation of satisfactory completion of tasks-to-date, Mid-Term and Final report, and documentation of costs.
2. Submit to Sub-Grantee Mid-Term report no later than March 31, 2014
3. Submit to Sub-Grantee Final Report no later than September 30, 2014
4. Response in a timely manner to all questions and request for assistance from Sub-Grantee.

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BUDGET
HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT
(Federal Fiscal Year (FFY) 2014)

ITEM DESCRIPTION	TOTAL COST
Salary/Benefits (two staff at 7% each)	\$9,490
Consultants/Contractors	\$0
Goods and Services	\$200
Travel/Per Diem	\$310
Equipment	\$0
Indirect (rate %)	\$0
TOTAL PROJECT COST	\$10,000
LOCAL SHARE (20%)	\$2,000
FEDERAL SHARE (80%)	\$8,000

- Approval must be received prior to shifting of funds between approved budget object codes

ADDITIONAL AGREEMENT PROVISIONS AND WORKSHEET
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 in the table below.

WORKSHEET

Subrecipient Agency:				
Grant and Year:		Agreement Number:		
Completed by:				
<i>Name</i>	<i>Title</i>	<i>Telephone</i>		
Date Completed:				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/> <i>C</i> ↓	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/> <i>C</i> ↓	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/> <i>C</i> ↓	GO to STEP 3	NO <input type="checkbox"/> <i>C</i> ↓	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/> <i>C</i> ↓	GO to STEP 4	NO <input type="checkbox"/> <i>C</i> ↓	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/> <i>C</i> ↓	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/> <i>C</i> ↓	GO to STEP 5
STEP 5				
Executive #1	Name:			
	Total Compensation amount: \$			
Executive #2	Name:			
	Total Compensation amount: \$			
Executive #3	Name:			
	Total Compensation amount: \$			
Executive #4	Name:			
	Total Compensation amount: \$			
Executive #5	Name:			
	Total Compensation amount: \$			
STEP 6				
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: _____

Date: _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open><http://www.hrsa.gov/grants/ffata.html><http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf><http://www.grants.gov/>

OMB Circular A-133 Audit Certification Form

Audits of States, Local Governments, and Non-Profit Organizations

Contact Information	
Subrecipient (Sub-Grantee) Name (Agency, Local Government, or Organization):	
Authorized Financial Official:	
Address:	
Email:	Phone #:

Purpose: As a pass-through agency of federal grant funds, the Washington Military Department/Emergency Management Division (WMD/EMD) is required by Office of Management and Budget (OMB) Circular A-133 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and ensure that subrecipients expending \$500,000 or more in federal awards during their fiscal year have met the OMB Circular A-133 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 MIL/EMD as a pass-through entity to carry out a federal program. OMB Circular A-133 can be found at http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf, and it should be consulted when completing this form.

Directions: As required by OMB Circular A-133, non-federal entities that expend \$500,000 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 A-133 requirements, you must complete Section A of this Form. If your entity is required to complete an A-133 Audit, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement contract and every fiscal year thereafter until the grant agreement contract 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 OMB Circular A-133

Our entity is not subject to the requirements of OMB Circular A-133 because (check all that apply):

- ☐ We did not expend \$500,000 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 requirements of OMB Circular A-133

(Complete the information below and check the appropriate box)

- ☐ We completed our last A-133 Audit on [enter date]_____ for Fiscal Year ending [enter date]_____. 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 enclosed or available online at:

http://www:_____.

- ☐ We completed our last A-133 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 enclosed or available online at: http://www:_____.


- ☐ Our completed A-133 Audit will be available on [enter date]_____ for Fiscal Year ending [enter date]_____. We will forward a copy of the audit report to you at that time unless it will be available online at: http://www:_____.

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 grant funds from MIL/EMD until the grant agreement contract is closed.

Signature of Authorized Financial Official: _____ Date: _____

Print Name & Title: _____

WMD Form 1009-13, 8/19/2013

 <p>U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration</p>		<h2>Grant Agreement</h2>	
1. RECIPIENT NAME AND ADDRESS Washington Military Department, Emergency Management Division Building # 20 Camp Murray Emergency Management Division Tacoma, WA 98430-0001		2. AGREEMENT NUMBER: HM-HMP-0369-13-01-00	3. AMENDMENT NO. 0
		4. PROJECT PERFORMANCE PERIOD: FROM 09/30/2013 TO 09/30/2014	
		5. FEDERAL FUNDING PERIOD: FROM 09/30/2013 TO 09/30/2014	
1A. IRS/VENDOR NO. 916001095		6. ACTION New	
1B. DUNS NO. 808883383		FUNDING	TOTAL
7. CFDA#: 20.703		9. TOTAL FEDERAL AMOUNT OF THIS AGREEMENT	328,328.00
8. PROJECT TITLE Washington State Military Department, Emergency Management Division, HMEP Program		10. TOTAL MATCHING AMOUNT OF THIS AGREEMENT	82,083.00
		11. TOTAL AMOUNT OF THIS AGREEMENT	410,411.00
12. GRANTEE PROGRAM MANAGER Ms. Lorri Gifford	12A. GRANTEE PROGRAM MANAGER EMAIL: lorri.gifford@mil.wa.gov		
	12B. GRANTEE PROGRAM MANAGER PHONE NUMBER 253-512-7001		
12C. GRANTEE PROGRAM MANAGER ADDRESS Bldg #20 Camp Murray, WA 98430-5146			
13. GRANT PROGRAM OFFICER Emmanuel Ekwo-GMO	13A. GRANT PROGRAM OFFICER EMAIL: Emmanuel.Ekwo@dot.gov		
	13B. GRANT PROGRAM OFFICER PHONE NUMBER 2023661634		
14. INCORPORATED ATTACHMENTS			
15. STATUTORY AUTHORITY FOR GRANT/COOPERATIVE AGREEMENT Federal Hazardous Materials Transportation Law, 49 U.S.C. 5101 et seq			
16. REMARKS Award Amounts: Federal Share: Planning \$79,978 + Training \$248,350 = Fed Total \$328,328 Non-Federal Share: Planning \$19,995 + Training \$62,088 = Non-Fed Total \$82,083 Total Budget: \$410,411			
GRANTEE ACCEPTANCE		AGENCY APPROVAL	
17. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL <i>Bret D. Daugherty, MG, The Adjutant General</i>		19. NAME AND TITLE OF AUTHORIZED PHMSA OFFICIAL Mr. Magdy El-Sibaie, Acting Associate Administrator	
18. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL <i>Bret D. Daugherty</i>	18A. DATE <i>20SEP13</i>	20. SIGNATURE OF AUTHORIZED PHMSA OFFICIAL Electronically Signed	20A. DATE 08/27/2013
AGENCY USE ONLY			
21. OBJECT CLASS CODE: 41000		22. ORGANIZATION CODE: 50D0308EP0	
23. ACCOUNTING CLASSIFICATION CODES			
DOCUMENT NUMBER HM-HMP-0369-13-01-00	FUND 5282XXDA0	BY 2013	BPAC EPGR101020 AMOUNT 328,328.00

AWARD ATTACHMENTS

Washington Military Department, Emergency
Management Division

HM-HMP-0369-13-01-00

1. FY13-14 HMEP Grant Terms and Conditions

PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

Hazardous Materials Emergency Preparedness Grant Program

Catalog of Federal Domestic Assistance Program No. 20.703

TERMS AND CONDITIONS PROGRAM

YEAR 2013-2014

September 30, 2013 - September 30, 2014

General Terms and Conditions of Award

This award by the U.S. Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) 1200 New Jersey Avenue, SE Washington, D.C. 20590 is made pursuant to Funding Opportunity Title: "2013 PHMSA HMEP States & Territories," Funding Opportunity Number: HM-HMP-13-006.

1. Effect of Award

The Recipient, which is the organization named in block 1 of the Notice of Grant Award (NGA), is legally responsible for and accountable to PHMSA for the funds provided. By acceptance of this award, which is accomplished by the signature of the authorized Recipient official shown in blocks 17 and 18 of the NGA, the Recipient agrees to comply with the terms and conditions detailed or referenced below.

The award may be modified only by the PHMSA Agreement Officer, either at PHMSA's initiation, with Recipient acceptance, as appropriate, or upon the request of, and subsequent approval by, the Agreement Officer. This includes any request by a Request to deviate from non-statutory provisions of 49 CFR 110.

If the Recipient materially fails to comply with the terms and conditions of this award, whether stated in full text herein or incorporated by reference, the Agreement Officer may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances as provided in 49 CFR 18.43.

2. Award information

The total amount of HMEP funding is shown in block 9 of the NGA. It must be matched in the amount shown in block 10; however, the amounts for planning and training are considered two separate grants and must be accounted for and reported on separately. Those separate amounts and the required matching share are shown in the Remarks section (block 16 of the NGA).¹

The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by this award. Expenditures incurred prior to the effective date of an award cannot be charged against this award.

3. Incorporation of approved application by reference

The Recipient's application, including the narrative and budget as approved by PHMSA prior to award, is incorporated by reference in this award. Changes to the approved application are governed by 49 CFR 18.30 and paragraph 15 of these terms and conditions.

4. Governing statutes and regulations

The administration of this award by PHMSA and the Recipient will be based on the following federal statutory and regulatory requirements:

- the authorizing language of 49 U.S.C. 5101 *et seq.*
- program regulations found at 49 CFR 110, Hazardous Materials Public Sector Training and Planning Grants. 49 CFR 110 is available at www.gpoaccess.gov/ecfr/ by clicking on Title 49 CFR part 110.
- administrative regulations at 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, and Local, and Tribal Governments. 49 CFR 18 is available at www.gpoaccess.gov/ecfr/ by clicking on Title 49 CFR part 18 (unless 49 CFR 19 applies as provided in paragraph 11 of these terms and conditions - click Title 49 CFR part 19)
- the cost principles in 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments, which are incorporated by reference in 49 CFR 18 or other applicable cost principles (see paragraphs 10 and 11 of these terms and conditions)
- Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, which is incorporated by reference in 49 CFR 18. (See paragraph 19 of these terms and conditions)
- any other applicable federal statutes and regulations, including, but not limited to the following:

The Recipient must comply with 49 CFR 20, "New Restrictions on Lobbying." 49 CFR 20 is incorporated by reference in this award. 49 CFR 20 is available at www.gpoaccess.gov/ecfr/ by clicking on Title 49 CFR part 20

The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance.

The Recipient must comply with 49 CFR 21, "Nondiscrimination in Federally-Assisted Programs of the

Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964." 49 CFR 21 is incorporated by reference into this award. 49 CFR 21 is available at: www.gpoaccess.gov/ecfr/ by clicking on Title 49 CFR part 21

The Recipient must comply with 49 CFR 32, "Government wide Requirements for Drug- Free Workplace (Financial Assistance)," which implements the requirements of Public Law 100-690, Title Subtitle D, "Drug- Free Workplace Act of 1988." 49 CFR 32 is incorporated by reference in this award. 49 CFR 32 is available at: www.gpoaccess.gov/ecfr/ by clicking on Title 49 CFR part 32

No term or condition of this award is intended to require the Recipient to violate any applicable State or Territorial law.

The Recipient must immediately notify the PHMSA Agreement Administrator of any change in local law, conditions, or any other event, including any litigation challenging the validity of, or seeking interpretation of, any federal law or regulation applicable to the federal hazmat program, which may significantly affect the Recipient's ability to perform the program in accordance with the terms of this award. The Recipient must also immediately notify the Agreement Administrator (AA) of any decision pertaining to the Recipient's conduct of litigation that may affect DOT interests.

5. Order of precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- The federal statute authorizing this award or any other federal statutes, laws, regulations or directives directly affecting performance of this award.
- Any special terms and conditions of this award
- General terms and conditions of this award.

6. General PHMSA responsibilities

Authorizing Official Agreement Officer (AO)

The AO is the individual who signed this award on behalf of PHMSA (blocks 19 and 20 of the NGA) and is the only PHMSA official

- with authority to obligate the Government to the expenditure of federal funds under this award.
- authorized to make formal changes to the award, e.g., through approval of post-award requests for a change to the scope, approved budget, schedule, or any other terms or conditions of this award.

The AO is:

Dr. Magdy El-Sibaie
Associate Administrator for Hazardous Materials Safety

U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration
1200 New Jersey Avenue, SE, E21-316 Washington, D.C. 20590-0001
Telephone: (202) 366-0656
Fax: (202) 366-3753
E-mail: magdy.el-sibaie@dot.gov

Agreement Administrator/Grants Management Specialist

The Agreement Administrator named in block 13 of the NGA is responsible for oversight and monitoring of the award. The Agreement Administrator is the point of contact for recipients for submission of required reports and requests for advice and interpretation of these terms and conditions. The Agreement Administrator is not authorized to make any commitments that obligate the Government or authorize changes which affect the award budget, period of performance, or other terms and conditions of the award. This can be done only by the Agreement Officer.

7. General recipient responsibilities

In accepting a PHMSA financial assistance award (grant or cooperative agreement), the recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award. In accordance with the laws, rules, and regulations governing grants and cooperative agreements, these general terms and conditions, and any special conditions included in this award.

The Recipient is responsible for monitoring grant, subaward, and contractual activities under this award to ensure compliance with federal requirements and that performance objectives are being achieved.

The Recipient is required to advise subrecipients of requirements imposed on them by federal laws, regulations, and the terms and conditions of this award. These include grant administrative requirements, audit requirements under OMB Circular A-133, and the applicable federal cost principles according to recipient type (see paragraphs 10, 11, and 19 of these terms and conditions for additional detail).

Failure to comply with these requirements may result in suspension or termination of the award and PHMSA recovery of funds.

Recipient Program Manager

The Recipient's Program Manager (PM) is the individual designated by the recipient and approved by PHMSA who is responsible for the technical direction of the project. The PM is considered a key person under this award and, pursuant to 49 CFR 18.30(d) (3), cannot be replaced without prior written approval of the PHMSA Agreement Officer.

Under the terms of this award, the recipient, through the Recipient's PM, is responsible for

- accomplishing the objectives and tasks specified in the approved application within the approved budget amounts (federal plus matching)
- providing required reports that are complete, accurate, and timely.

8. Central Contractor Registration and Universal Identifier Requirements (Appendix A to 2 CFR 25)

Requirement for Central Contractor Registration CCR

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 CCR 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.

Requirement for Data Universal Numbering System (DUNS) Numbers

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

- Must notify potential subrecipients that no entity (see definition below) may receive a subaward from you unless the entity has provided its DUNS number to you.
- May not make a subaward to an entity unless the entity has provided its DUNS number to you.

Definitions

For purposes of this award term:

Central Contractor Registration (CCR) 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 CCR Internet site (currently at <http://www.ccr.gov>).

Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

- A Governmental organization, which is a State, local government, or Indian Tribe;
- A foreign public entity;
- A domestic or foreign nonprofit organization;
- A domestic or foreign for-profit organization; and
- A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.

Subaward

- 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.
- 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").
- A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

Subrecipient means an entity that:

- Receives a subaward from you under this award; and
- Is accountable to you for the use of the federal funds provided by the subaward.

9. Government wide Debarment and Suspension (Non-procurement)

The Recipient must comply with 2 CFR 1200, "Nonprocurement Suspension and Debarment" which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in federal non-procurement transactions either through primary or lower-tier covered transactions. 2 CFR 1200 is incorporated by reference in this award and is available at www.gpoaccess.gov/ecfr/ by clicking on Title 2 CFR Part 1200.

Before entering into a subaward or contract under the grant, the Recipient must verify that the entity/individual is not excluded or disqualified from participation in federal nonprocurement or procurement programs. This can be done by:

- Checking the Excluded Parties List System (<http://www.epls.gov>), or
- Collecting a certification from that entity/individual, or
- Adding a clause or condition to the covered transaction with that entity/individual:

The Recipient must include a term or condition in lower-tier transactions requiring lower-tier participants to comply with subpart C of the OMB guidelines in 2 CFR 180, as supplemented by 2 CFR 1200.

The Recipient must inform the PHMSA Agreement Officer when the Recipient suspends or debar a contractor or subrecipient.

10. Allowable costs

The allowability of costs incurred by the Recipient will be determined using the OMB cost principles in 2 CFR 225 (OMB Circular A-87) and HMEP-specific program requirements. If 2 CFR 225 specifies that a direct cost requires prior approval of the awarding agency and the cost was included in the approved budget, no additional PHMSA approval is required. Otherwise, prior approval is required as specified in paragraph 15 of these terms and conditions.

11. Flow-Down of Requirements under Subawards

The requirements of this award that apply to the Recipient also apply to subrecipients, i.e., entities that are carrying out part of the substantive programmatic activity, unless an exception is specified.

In making subawards under the award, the Recipient must apply the federal cost principles applicable to the particular type of organization concerned. Therefore,

if a subaward is to a governmental unit (other than a college, university or hospital), 2 CFR 225 (OMB Circular A-

87) will apply;

if a subaward is to a college or university, 2 CFR 220 (OMB Circular A-21) will apply;

if a subaward is to another type of non-profit organization, 2 CFR 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), will apply.

The administrative requirements that must be flowed down to subrecipients are those that apply to the type of organization concerned. Therefore, if a subaward is made to a university, the requirements of 49 CFR 19 rather than 49 CFR 18 apply.

12. Matching requirement

The Recipient must provide 20 percent of the allowable direct and indirect planning costs of all activities covered under this award from non-federal sources. The Recipient must also provide 20 percent of the allowable direct and indirect training costs of all activities covered under this award from non-federal sources. Recipients may either use cash (hard match), in-kind (soft-match) contributions, or a combination of both to meet this requirement. The types of contributions allowed are listed in 49 CFR 110.60. Matching costs and contributions also must meet the requirements of 49 CFR 18.24, including that the costs must meet the same requirements of allowability as apply to HMEP funds.

Federal funds may be expended before non-federal matching funds, provided that total program costs at completion of the program year reflect the 80 percent federal/20 percent non-federal allocation of costs. The matching requirement is in addition to the maintenance of effort required of Recipients of HMEP awards under 49 U.S.C. 5116(a)(2)(A) and (b)(2)(A) and 49 CFR 110.30(b) (2) and (c) (2).

13. Performance and financial reporting requirements

Federal Financial Reports

Quarterly reports

Each recipient is required to submit a quarterly Federal Financial Report (SF 425) to report the status of funds in the approved budget (federal plus matching) as of the end of the reporting quarter. This report is cumulative. Quarterly reports are due no later than 30 days after the end of each reporting quarter, i.e., January 31, April 30, and July 31.

Final report

Each recipient is required to submit a final Federal Financial Report (SF 425) within 90 days after the end of the program year, i.e., not later than December 31, that provides the financial results of the award, including the expenditure of both HMEP funds and required matching.

Address for submission

Each required report must be submitted by e-mail to the Agreement Administrator named in Block 13 of the NGA.

Requests for extension and effect of late reporting

A request for extension of the due date for a quarterly report must be made in writing by the Recipient's PM to the Agreement Administrator no later than 30 days before the end of the reporting quarter. The request must include the reason for the request and the requested due date. Approval is not automatic.

A request for extension of the due date for a final report must be made in writing by the Recipient's PM to the Agreement Administrator no later than 30 days before the end of the performance period. The request must include the reason for the request and the requested due date. Approval is not automatic.

Failure to provide required reports by the due dates specified above or any extended due date approved by PHMSA may result in a delay in processing payment requests, delay in the award of new funding, or, as appropriate, an enforcement action.

14. Reporting Subawards and Executive Compensation

Reporting of first-tier subawards

Unless you are exempt as provided in the paragraph entitled "Exemptions" 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, Public Law 111-5) for a subaward to an entity (see paragraph entitled "Definitions," in this award term).

Where and when to report

You must report each obligating action described in the previous paragraph of this award term to <http://www.fsrs.gov>.

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.)

What to report

You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

Reporting Total Compensation of Recipient Executives

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>)

Where and when to report

You must report executive total compensation described in the paragraph entitled "Applicability and what to report" for recipient executives of this award term:

- As part of your registration profile at <https://www.ccr.gov/>
- By the end of the month following the month in which this award is made, and annually thereafter.

Reporting of Total Compensation of Subrecipient Executives

Applicability and what to report

Unless you are exempt as provided in the paragraph entitled "Exemptions," of this award term below, 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>)

Where and when to report

You must report subrecipient executive total compensation described in "applicability and what to report" for subrecipient executives of this award term:

- To the recipient.
- 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.

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:

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

Definitions

For purposes of this award term:

Entity means all of the following, as defined in 2 CFR 25:

- A Governmental organization, which is a State, local government, or Indian tribe;
- A foreign public entity;
- A domestic or foreign nonprofit organization;
- A domestic or foreign for-profit organization;
- A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.

Executive means officers, managing partners, or any other employees in management positions.

Subaward

- 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.

- 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").
- A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

Subrecipient means an entity that:

- Receives a subaward from you (the recipient) under this award; and
- Is accountable to you for the use of the federal funds provided by the subaward.

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)):

- Salary and bonus.
- 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.
- 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.
- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which is not tax-qualified.
- 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.

15. Changes to the approved application and budget

The Recipient must submit a written request and receive formal approval before making any of the changes for non-construction grants specified in 49 CFR 18.30. The request must be signed by the Recipient's Program Manager and submitted to the Agreement Administrator no later than 30 days prior to the requested effective date of the proposed change. PHMSA will not approve any change to the award during the last 30 days of the performance period.

The actions requiring prior approval include, but are not limited to the following:

- Any revision that would result in the need for additional funding

- Cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.
- Changes in the scope or objectives in the approved application. If a Recipient has a question about whether a change represents a change in scope, the recipient should contact PHMSA.
- Change in the performance period, which must be requested no later than 30 calendar days prior to the end of the project period.
- Rebudgeting of HMEP funds from training to planning or from planning to training
- Change in the Recipient Program Manager.

If the proposed change affects the approved budget, the Recipient must submit a revised budget using the SF 424 budget form. If the request is for an extension of the period of performance, the Recipient must indicate the planned use of all unexpended funds during the extension period.

The AA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved. If a request is approved, the approval may be by letter or, if necessary, a formal amendment to this award signed by the Agreement Officer.

16. Title to Equipment

Title to equipment purchased or fabricated under this award vests in the Recipient or subrecipients, respectively, upon acquisition except that DOT reserves the right to require the Recipient or subrecipient to transfer title to items of equipment to the federal government or a third party named by DOT, when such a third party is otherwise eligible under existing statutes. Such transfers are subject to the standards contained in 49 CFR 18.32.

17. Copyrights

PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

- The copyright in any work developed under a grant, subaward, or contract under a grant or subaward; and
- Any rights of copyright to which a Recipient, subrecipient or a contractor purchases ownership with grant support.

18. Payment

Request for Advance or Reimbursement

Payment to a Recipient may be made in advance, consistent with 49 CFR 18 and 31 CFR 205. To obtain an advance, the Recipient must comply with the requirements of 49 CFR 110.70(c). If these conditions are not met, payment will be made by reimbursement.

Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees

Subject to the requirements in 49 CFR 18.21, payments will be made after receipt of required modal reporting forms. Each payment request must be made electronically via the Delphi eInvoicing System.

PHMSA will promptly review the request and, upon approval, submit the request electronically through the Delphi eInvoicing System for payment processing. PHMSA reserves the right to request supporting documentation upon receipt of payment requests. Failure to comply can result in a denial of payment.

The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

A. Grant Recipient Requirements

- Grantees must have internet access to register and submit payment requests through the Delphi eInvoicing system.
- Grantees must submit payment requests electronically and DOT Operating Administrations must process payment requests electronically.

B. System User Requirements

- Grantees should contact the DOT Operating Administration's grants office directly to sign up for the system. The Operating Administration awarding the grant will provide the grantee's name and email address to the DOT Financial Management Office. The DOT will then invite the grantee to sign up for the system.
- The DOT will send the grantee a form to verify the grantee's identity. The grantee must complete the form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

- The DOT will validate the form and email a user ID and password to the grantee. Grantees should contact the Operating Administration's grants office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>)

C. Waivers

DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the Operating Administration's

grants office. Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

All waiver requests should be sent to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to:

DOT/FAA
PO Box (OA specific- Needs to be modified)
Oklahoma City, OK 73125

The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Financial Assistance awardees.

Electronic funds transfer

The Government will make all payments under this agreement by electronic funds transfer (EFT) unless the Recipient is notified to the contrary. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

The Government will make payment to the Recipient using the EFT information contained in the CCR database. If the EFT information changes, the Recipient is responsible for providing the updated information to the CCR database. If the Recipient's EFT information in the CCR database is incorrect, the Government is not obligated to make payment to the Recipient until the correct EFT information is entered into the CCR database.

The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Federal Transfer System. The rules governing federal payments through the ACH are contained in 31 CFR 210.

If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Recipient has not notified the Government of the payment receiving point applicable to this agreement, the

Government will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

If an uncompleted or erroneous transfer occurs because the Government used the Recipient's EFT information incorrectly, the Government remains responsible for making a correct payment and recovering any erroneously directed funds.

EFT and assignment of claims

If the Recipient assigns the proceeds of this agreement, the Recipient must require, as a condition of any such assignment, that the assignee register in the CCR database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this award term will apply to the assignee as if it

were the Recipient. EFT information that shows the ultimate recipient of the transfer to be other than the Recipient, in the absence of a proper assignment of claims acceptable to the Government, will be considered incorrect EFT information.

19. Audit requirements

OMB Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations," includes specific guidance for conducting financial and compliance audits. The threshold for requiring an A-133 audit is \$500,000 in expenditures of federal funds in an entity's fiscal year. This amount is the aggregate of funds from all federal sources. OMB Circular A-133 is incorporated by reference into this award and is available at http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

20. Record retention and access to records

Grant-related financial and programmatic records, supporting documents, statistical records, and other records of Recipients or sub-recipients must be maintained as provided in 49 CFR 18.42(a) through (d) (or 49 CFR 19.53, if applicable)

Site visits, desk audits, or other reviews

PHMSA, through its staff or authorized representatives, may make site visits, at reasonable times; to review project accomplishments, management control systems and provide guidance as may be requested or required. If a site visit is made on the premises of the Recipient, the Recipient must provide reasonable facilities and assistance to PHMSA representatives in the performance of their duties.

PHMSA, through its authorized representatives, may request a desk audit, at reasonable times; to review project accomplishments, management control systems and provide guidance as may be requested or required. If a desk audit is conducted, the Recipient is required to provide; electronically or via postal service all records requested by PHMSA representatives. All desk audits and reviews will be performed in a manner to not unduly delay work activity under the award.

If PHMSA requires access to the records of a subrecipient or contractor under the grant, whether as part of a site visit or for another type of review, PHMSA will coordinate the request with the Recipient.

All site visits and evaluations will be performed in a manner to not unduly delay work activity under the award or other activities of the Recipient, subrecipient, or contractor.

21. Contracting with Small and Minority Firms, Women's Business Enterprises, Veteran Owned, and HubZone Area Firms

DOT's policy is to award a fair share of contracts to small minority business, women-owned and HubZone firms. DOT is strongly committed to the objectives of this policy and encourages all Recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness on the awarding of any contracts under DOT grants or cooperative agreements.

The Recipient and any subrecipients are encouraged to take all necessary affirmative steps to assure that small, women-owned, minority disadvantaged businesses, veteran, and HUBZone business firms are used when possible. The Recipient shall include this award term in all subawards.

Affirmative steps include:

- Placing qualified small and minority-disadvantaged businesses, women owned business enterprises, veteran-owned and HUBZone business firms on solicitation lists;
- Ensuring that small and minority businesses, women's business enterprises, veteran- owned and HUB Zone business firms are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, veteran-owned, and HUBZone business firms;
- Establishing delivery schedules, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business, women's business enterprises, veteran-owned, and HUBZone business firms; and
- Using the services and assistance of the Small Business Administration and the DOT Office of Small and Disadvantaged Business Utilization, as appropriate.

22. Seat Belt Use Policies and Programs

In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating government-owned, company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888221-0045 or visit its website at www.trafficsafety.org.

23. Texting While Driving

In accordance with Executive Order, 13513, recipients, subrecipients, and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company- owned or -rented vehicles or government-owned vehicles, or while driving personally owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the entity's text messaging policy while off duty.

24. Information Collection

Under the Paperwork Reduction Act (PRA), if a Recipient collects the same information from 10 or more respondents as part of carrying out this award, the Recipient is prohibited from representing to its respondents that information is being collected for, or in association with, the federal government unless the Recipient is conducting the collection of information at the specific request of the agency; or the terms and conditions of the grant require specific approval by the agency of the collection of information or collection procedures. In those cases, the OMB PRA clearance procedures contained in 5 CFR 1320 must be followed. However, nothing in this award requires Recipients to collect information on PHMSA's behalf or to obtain PHMSA approval of any information collection a Recipient might deem necessary under this award.

25. Fraud, Waste, or Abuse

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The telephone number is: (800) 424-9071. The mailing address is:

DOT Inspector General
1200 New Jersey Avenue, SE West Bldg. 7th Floor
Washington, DC 20590
Phone: 1.800.424.9071

Email: hotline@oig.dot.gov

Web: <http://www.oig.dot.gov/Hotline>

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
ACCEPTANCE OF STATE
HOMELAND SECURITY
PROGRAM EMERGENCY
PREPAREDNESS GRANT FUNDS

RESOLUTION NO.

WHEREAS, Washington State Military Department, Emergency Management Division and the Homeland Security Region 8 lead Franklin County Emergency Management Department have offered funding to Walla Walla County Emergency Management in the amount of \$46,596; and

WHEREAS, this Homeland Security grant is provided to state and local jurisdictions to enhance the capability to prevent, deter, respond to, and recover from incidents of terrorism and/or catastrophic events; and

WHEREAS, this funding is being provided to perform emergency preparedness planning, training, exercise, organization and emergency operations coordination; and

WHEREAS, Jim Duncan, Walla Walla County Emergency Management Director, is authorized to sign contracts with these entities and Jim Duncan and Lizabeth Jessee are authorized to request reimbursements from these entities, on behalf of Walla Walla County, now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that said contract and reimbursement authority be approved.

Passed this 3rd day of **February, 2014** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners
of Walla Walla County, Washington

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Walla Walla County

Emergency Management Department

27 N. 2nd Avenue
Walla Walla, Washington 99362
Phone: (509) 524-2900 • Fax: (509) 524-2910
www.wwemd.info



JIM DUNCAN
Director

LIZ JESSEE
Technician

Memo

To: Board of Walla Walla County Commissioners
From: Jim Duncan
Date: 1/22/2014
Re: State Homeland Security Program Emergency Preparedness Grant

I am requesting your authorization to sign contract E14-155 with the Homeland Security Region 8 lead Franklin County Emergency Management Department for a State Homeland Security Program (SHSP) emergency preparedness grant.

This grant is provided to state and local jurisdictions to enhance the capability to prevent, deter, respond to, and recover from incidents of terrorism involving the use of Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) weapons, cyber-attacks and catastrophic events through the FFY 2013 Homeland Security Grant Program, SHSP emergency preparedness grant.

The SHSP contract amount is \$46,596. The funding will be used primarily for salary and benefits, training, goods and services. There is no local match required for this grant. This is an annually recurring grant that WWCEM has been receiving since post 9-11; however, the annual funding level has continually diminished during the past six years.

Sincerely,

/s/

JIM DUNCAN

Director, Emergency Management

Walla Walla County
GRANT QUESTIONNAIRE

Date: 12/4/13

Office/Department: Emergency Management
Contact Person: Jim Duncan

- 1) Name of Grant/Program State Homeland Security Program (SHSP)
- 2) New Grant ☐ Renewing Grant ☒ Term (# of years) 1.5
- 3) Is the grant unchanged, and does not require Current Expense funding?
(If Y, please skip to number 24) Y X N
- 4) How will this grant benefit the county's citizens?

- 5) Is this a program grant or an equipment grant?

- 6) Is this a "one-time only grant" or is it renewable? If renewable, how long is grant anticipated to last?

- 7) If this is a new grant how will the grant support a current program OR how will the program change?

- 8) Does this grant require up front funds? Y N
If so, what is the source of the up-front funds needed to cover costs prior to initial and continuing reimbursements being received?

- 9) How many employees (new or current) will be paid by the grant? N C
a. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded? _____

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- 10) Will the grant require matching funds; i.e., in-kind, cash, Employment Security, Social Security, FICA, PERS, etc? Y_____ N_____ If so, what?

- 11) Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Y_____ N_____
- 12) What fund would support a cash match (if required)? _____
- 13) If required what is the TOTAL cost of the match over the life of the grant? _____
- 14) What fund would support the administration of the grant? _____
- 15) Will the grant allow for the County cost allocation plan to be funded? Y_____ N_____
- 16) Would the grant require the county to provide office space and/or additional equipment to administer the program? If so, what are the requirements?

- 17) Would the program require use of a county vehicle or personal vehicle? Y_____ N_____
- 18) If so, would the grant provide for the cost of the automobile and/or liability insurance?
Y_____ N_____
- 19) Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers.) Y_____ N_____ If so, what activities?

- 20) Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Y_____ N_____ If so, what obligations?

- 21) Does this grant project include any activities that may fall outside the county's standard policies (personnel policies on travel, hours of work, training required, reimbursement for meeting refreshments, paying for meeting space, etc.?)

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- 22) Will outside consultants be solicited to work on the grant and if so, is a process in place for appropriate selection and oversight of consultant activities? Y_____ N_____ If so, what is the funding source for consultant fees?

- 23) For a program grant, how would the program be funded after the grant expires? (It should be understood that once grant funding ends, either the program ceases OR the funding for the program needs to be absorbed within the department's or office's existing budget) **OR** justification must be provided that the program has been and will continue to save or benefit taxpayers.

- 24) Please provide (attached to questionnaire) a synopsis of the grant or a copy of the fact sheet.

See attached E14-155 WWEM SHSP13 Consent Memo.

Official signature of requesting office/department:


Elected Official/Department Head

12/4/2013
Date

FOR COMMISSIONERS' OFFICE USE ONLY

Approved by: _____
Chair, Board of County Commissioners

Date

- Copies to: 1) Requesting Office/Department
2) Susan Dombrosky, Auditor's office
3) Commissioners' File

PROFESSIONAL SERVICES CONTRACT

FRANKLIN COUNTY EMERGENCY MANAGEMENT & BENTON, WALLA WALLA, YAKIMA,
KLICKITAT COUNTIES & YAKAMA NATION

THIS CONTRACT is made and entered into in duplicate originals by and between **FRANKLIN COUNTY EMERGENCY MANAGEMENT**, a political subdivision of Franklin County, with its office located at 502 Boeing Street, Pasco, Washington 99301, hereinafter "**FCEM**," and **WALLA WALLA COUNTY EMERGENCY MANAGEMENT**, with their principal office at 27 North 2nd Ave., Walla Walla, Washington 99362, hereinafter "**CONTRACTOR**."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. **DURATION OF CONTRACT**

The term of this Contract shall **begin 1 September 2013**, and shall **terminate 30 June 2015**.

2. **SERVICES PROVIDED BY THE CONTRACTOR**

The CONTRACTOR shall perform the following services:
Plan, train, and exercise their emergency responders and assess the readiness of their jurisdictions, (Benton, Franklin, Klickitat, Walla Walla, Yakima and Yakama Nation Tribe), to prepare for and respond to a terrorist attack.

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by FCEM.

c. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties and stipulated in Washington State **Contract #: E14-155**, FFY 2013 Homeland Security Grant Program, State Homeland Security Program, **CFDA #: 97.067 - HSGP**. Two items need to be noted: 1.) At a minimum, **25%** of the 2013 SHSP award must be spent on law enforcement terrorism prevention-activities; 2.) The Contractor will not be reimbursed for personnel costs in excess of 50% of their portion of the 2013 SHSP award.

d. The CONTRACTOR **WILL** prepare and present status reports semi-annually and other information that may be pertinent and necessary, or as may be requested by FCEM. Reimbursements will be held if not completed.

e. The Contractor shall use the funds to perform tasks as described in the Statement of Work and Budget portions of this contract.

f. The Contractor shall submit required Progress Reports to the Region 8 Lead County as required in the contract Milestones.

g. The Contractor shall submit at a maximum-monthly and a minimum-quarterly, signed and approved, invoice vouchers (State Form A-19) and a Reimbursement Spreadsheet to FCEM for costs incurred.

h. The Contractor agrees that all exercises must comply with the Homeland Security Exercise Evaluation Program (HSEEP). Upon completion of the exercise, an After Action Report and an Improvement Plan must be prepared and submitted to the FEMA portal within 60 days of completion of the exercise. Reimbursements for exercise related expenditures cannot be made until this requirement has been met.

i. The Contractor agrees that to receive any federal preparedness funding, all environmental and Historical Protection (EHP) Program compliance requirements outlined in applicable guidance must be met. The Contractor is advised that all projects that involve disturbing earth, communication towers, physical security enhancements, new construction, renovation, and modifications to buildings and structures that are 50 years old or older require EHP review. All other projects, including training and exercise activities, must be evaluated to determine impact. If impact is identified they must also go through an EHP review.

j. The Contractor agrees that to receive any federal preparedness funding, all National Incident Management System (NIMS) compliance requirements outlined in applicable guidance must be met.

k. The Contractor agrees that grant funds may not be used to replace or supplant existing funding.

l. The Contractor agrees to provide a match of \$0 of non-federal origin.

m. The Contractor acknowledges that since this contract involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Contractor agrees that it will not hold FCEM, 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 contract prior to distribution of appropriated federal funds.

n. The Contractor agrees that it will not hold FCEM, the State of Washington, or the United States liable for any damages, claim for reimbursement or any

type of payment if federal funds are not appropriated or are not appropriated in a particular amount.

3. **SERVICES PROVIDED BY FCEM**

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, FCEM shall provide the following:

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
- b. Coordination with other Counties or other Consultants as necessary for the performance of the CONTRACTOR'S services.
- c. Reimbursement for planning, training, and exercise to be vouchered in a timely manner.

4. **CONTRACT REPRESENTATIVES**

- a. For CONTRACTOR: **Walla Walla County Emergency Management**

Name of Representative: James Duncan

Title: Director

Mailing Address: 27 North 2nd Ave.

City, State, and Zip Code: Walla Walla, Washington 99362

Telephone Number: (509) 524-2901

Fax Number: (509) 524-2910

E-Mail Address: jduncan@co.walla-walla.wa.us

- b. For FCEM: Franklin County Emergency Management:

Name of Representative: Sean Davis

Title: Director

Mailing Address: 502 Boeing Street

City, State, and Zip Code: Pasco, WA 99301

Telephone Number: (509) 545-3546

Fax Number: (509) 545-2139

E-Mail Address: sdavis@co.franklin.wa.us

5. **COMPENSATION**

a. For the services performed hereunder, the CONTRACTOR shall be paid by reimbursement through state A-19 process **not to exceed \$46,596.00** for the duration of this contract.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments.

c. The CONTRACTOR may, in accordance with Exhibit "B," submit invoices to FCEM not less than quarterly and not more than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for FCEM during the billing period. FCEM shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of billing.

d. The CONTRACTOR shall not be reimbursed for services rendered under this Contract unless and until they have performed in compliance with the state contract.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from FCEM, then FCEM may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this contract means faithfully fulfilling the terms of this contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of this Contract or after its termination.

6. **AMENDMENTS AND CHANGES IN WORK**

a. No amendment, modification, or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by FCEM.

7. **HOLD HARMLESS AND INDEMNIFICATION**

a. The CONTRACTOR does release, indemnify and promise to defend and save harmless FCEM, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by FCEM, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this agreement. In making such assurances, the contractor specifically agrees to indemnify and hold harmless FCEM from any and all bodily injury claims brought by employees of the contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the FCEM. Provided, however, this paragraph does not purport to indemnify FCEM against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of FCEM, its elected officials, officers, employees and agents.

b. In any and all claims against FCEM, officers, officials, employees, and agents by any employee of the Consultant, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONSULTANT expressly waives any immunity the CONSULTANT might have had under such laws. By executing the Contract, the CONSULTANT acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONSULTANT makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. **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 or 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.

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.

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

Name	Doing business as (DBA)		
Address: 27 N. 2nd Ave. Walla Walla, WA 99362	Applicable Procurement or Solicitation #, if any: 619 398 386	DUNS #: 144413135	Federal Employer Tax Identification #: 91-60001381
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: _____

Print Name and Title: _____

Date: _____

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9. **NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) COMPLIANCE
CERTIFICATION:**

The Contractor understands National Incident Management System (NIMS) compliance is required to receive Federal preparedness assistance grants beginning October 1, 2006. The Contractor certifies, by signing this agreement, that the contractor and its principals have met **NIMS compliance** requirements and state reporting requirements and shall meet NIMS compliance requirements and state reporting requirements for subsequent federal fiscal years during the performance period of this contract. The NIMS Integration Center (NIC) web page: <http://www.fema.gov/emergency/nims> provides information about NIMS and guidance to determine the extent to which jurisdictions are already compliant, as well as identify the NIMS requirements that have not been met. The Contractor and its principals are required to report NIMS compliance to the State via the online form available on the State's homepage: <http://www.emd.wa.gov/>.

It is understood that failure to comply with NIMS standards/requirements will result in loss/recapture of funding from Homeland Security Grants.

Bidder or Contractor Signature: _____

Print Name and Title: _____

Date: _____

10. **TERMINATION**

a. FCEM may terminate this Contract in whole or in part whenever FCEM determines, in its sole discretion that such termination is in the best interests of FCEM. FCEM may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, FCEM shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, FCEM may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by FCEM to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by FCEM, FCEM may terminate this Contract, in which case FCEM shall pay the CONTRACTOR only for the costs of services accepted by FCEM, in accordance with Section 5 of this Contract. Upon such termination, FCEM, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by FCEM in completing the work and all damage sustained by FCEM by reason of the CONTRACTOR'S breach.

11. **NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract, at a later time.

12. **INDEPENDENT CONTRACTOR**

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee, or servant of FCEM. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any FCEM benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to FCEM employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor,

employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of FCEM.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal, or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations.

13. **COMPLIANCE WITH LAWS**

Non-federal entities, as subrecipients of a federal award, that expend \$500,000 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 the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007). Non-federal entities that spend less than \$500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. As defined in Circular A-133, the term "non-federal entity" means a State, local government, or non-profit organization, and the term "State" includes Indian tribes. Circular A-133 is available on the OMB Home Page at <http://www.omb.gov>.

Sub-grantees that qualify as subrecipients 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 Comptroller General and the OMB Compliance DHS-FEMA-HSGP-SHSP-FFY13 Page 11 of 28 Franklin County EM, E14-155 Supplement. The Sub-grantee has the responsibility of notifying its auditor and requesting an audit in compliance with Circular A-133, 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 Circular A-133.

The Sub-grantee 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 Sub-grantee 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 Sub-grantee 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 Sub-grantee all disallowed costs resulting from the audit.

Once the single audit has been completed, the Sub-grantee must send a full copy of the audit to the Department and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Sub-grantee must send the audit and the letter no later than nine (9) months after the end of the Sub-grantee's fiscal year(s) to:

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

In addition to sending a copy of the audit, the Sub-grantee must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

If Sub-grantee claims it is exempt from the audit requirements of Circular A-133, Subgrantee must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Sub-grantee fiscal year(s) to:

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

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

The Sub-grantee shall include the above audit requirements in any sub-contracts.

Conducting a single or program-specific audit in compliance with Circular A-133 is a material requirement of this Grant Agreement. In the absence of a valid claim of exemption from the audit requirements of Circular A-133, the Sub-grantees 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 Circular A-133; 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.

14. **PROCUREMENT**

The Sub-grantee shall comply with all procurement requirements of 44 CFR Part 13.36, Procurement. All sole source contracts expected to exceed \$100,000 must be submitted to the Department for review and approval prior to the Sub-grantee's award and execution of a contract. This requirement must be passed on to all of the Sub-grantee's sub-contractors, at

which point the Sub-grantee will be responsible for reviewing and approving their sub-contractor's sole source justifications.

Per the 44 CFR Part 13.36, the Sub-grantee's contracts must contain the following provisions:

Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than \$100,000)

Termination for cause and for convenience by the Sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000)
- b. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded when required by Federal grant program legislation)
- d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
- e. Notice of requirements and regulations pertaining to reporting.
- f. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- g. Requirements and regulations pertaining to copyrights and rights in data.
- h. Access by the Department, the Sub-grantee, the Federal grantor 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.
- i. Retention of all required records for six years after the Sub-grantee makes final payments and all other pending matters are closed.
- j. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)
- k. All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research.
- l. All recipients of financial assistance will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency.

- m. 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 Department for forwarding to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. 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.
- n. Sub-grantee must obtain prior 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.
- o. All recipients of financial assistance will comply with the requirements 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.

15. **INSPECTION OF BOOKS AND RECORDS**

FCEM may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for five (5) years after termination of this Contract for audit purposes.

16. **NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, Veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with Initiative 200, Sec. 1 (effective 12/3/98).

17. **DISPUTES**

Difference between the CONTRACTOR and FCEM, arising under and by virtue of this Contract, shall be brought to the attention of FCEM 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 the CONTRACTOR shall be decided by FCEM'S Contract representative or designee. All rulings, orders, instructions, and decisions of FCEM'S Contract representative shall be final and conclusive.

18. **CHOICE OF LAW, JURISDICTION AND VENUE**

- a. 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.
- b. 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 Franklin County, Washington.

19. **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.

- a. IF it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

20. **ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded. This contract in no way supersedes the requirements of exhibit C.

21. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties to this Contract have executed this Contract in original duplicates as of the date written below.

This Contract shall take effect this 01st day of November, 2013.

CONTRACTOR: Agency: **Walla Walla County Emergency Management**

Signature: _____

Agency: **Franklin County Emergency Management**

Signature: _____

Approved As To Form:
STEVE M. LOWE, #14670#91039
Prosecuting Attorney for Franklin County

EXHIBIT "A"

PROFESSIONAL SERVICES CONTRACT

FRANKLIN COUNTY EMERGENCY MANAGEMENT/ **WALLA WALLA COUNTY**
EMERGENCY MANAGEMENT

SERVICES PROVIDED BY THE PARTIES

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

- a. **Planning:** The contractor shall pay activities associated with hiring of full or part-time staff or contractors/consultants to assist with the county/tribe planning and implementation of preparations for response and recovery to terrorism in their respective jurisdictions. Reimbursable expenses shall not include management and administrative activities to include: acquisition of office equipment, non-planning homeland security personnel (budget, finance, and administrative assistance), incidental costs, pooled costs, indirect costs, and audit cost, etc.

***FOR FURTHER DETAIL REFER TO EXHIBIT C**

EXHIBIT "B"

PROFESSIONAL SERVICES CONTRACT

FRANKLIN COUNTY EMERGENCY MANAGEMENT/ **WALLA WALLA COUNTY**
EMERGENCY MANAGEMENT

COMPENSATION

1. The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of this Contract (COMPENSATION), is set forth as follows:

- a. \$46,596.00 for Planning / Contractor Personnel Costs. This amount CANNOT be increased due to the Personnel Cap on this line item. Any amount submitted over the allotted \$46,596.00 will not be reimbursed.

Total Contractual Amount: \$46,596.00

EXHIBIT "C"

PROFESSIONAL SERVICES CONTRACT

FRANKLIN COUNTY EMERGENCY MANAGEMENT / **WALLA WALLA COUNTY**
EMERGENCY MANAGEMENT

1. See attached copy of contract #: **E14-155**
2. NIMS / NRP **COMPLIANCE** and implementation.
3. Submit Reports in accordance with contract #: **E14-155** (attached)
4. Adhere to the provisions in this Professional Services Contract AND the State EMD contract # E14-155. If there is a conflict between the two documents, you will adhere to whichever is more stringent.
5. Complete Attachment #1, W-9 and Debarment forms.

a) **Bid Openings:**

- 1) Emulsified Asphalt
- 2) Hot Mix Asphalt
- 3) Chemical Vegetation Control Products

b) **Consent Agenda Items:**

- 1) Resolution _____ - Signing an agreement with Plateau Archaeological Investigations, LLC for Archaeological Services

resolution pg 119a

c) 2013 Bridge Report

d) Department update and miscellaneous

pg 119b

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SIGNING
AN AGREEMENT WITH
PLATEAU ARCHAEOLOGICAL
INVESTIGATIONS, LLC FOR
ARCHAEOLOGICAL SERVICES

}

RESOLUTION NO.

WHEREAS, archaeological services are required for various projects, and

WHEREAS, Walla Walla County does not have the personnel, expertise or equipment available to provide archaeological services for projects, and

WHEREAS, a consultant has been selected to provide archaeological services for a period of two years, now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners they do hereby enter into an agreement with Plateau Archaeological Investigations, LLC for archaeological services and the Chair of the Board shall sign the same in the name of the Board.

Passed this 3rd day of **February, 2014** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

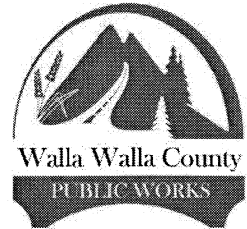
James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners
of Walla Walla County, Washington

Walla Walla County Public Works
PO Box 813
Walla Walla, WA 99362



To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 30 January 2014

Re: Director's Report for the Week of 27 January 2014

Board Action: 3 February 2014

Bid Openings:

In the Matter of a Bid Opening – Emulsified Asphalt

In the Matter of a Bid Opening – Hot Mix

In the Matter of a Bid Opening – Chemical Vegetation Control Products

Resolutions:

In the Matter of Signing an Agreement with Plateau Archaeological Investigations, LLC
for Archaeological Services

Miscellaneous:

2013 Bridge Report

ENGINEERING:

- Mill Creek Forest Highways Project: Conducted public information meeting 30 January.
- Taumarson Road: Drafting ROW plans.
- Petty Bone Bridge: Acquiring ROW and drafting plans.
- Walter Bridge: Acquiring ROW, minor drafting left to complete.

DEVELOPMENT:

- Working with Sheriff's office to establish new vehicle rental rates.
- BPA has proposed a new underground power transmission line across northern most part of the county.
- Submitted a grant application for HVAC control update.
- Received letter from the City of Walla Walla regarding proposed annexation in the Cottonwood Road area.

MAINTENANCE:

- Sign-Vegetation crew honored for their support of traffic safety by the Walla Walla County Traffic Safety/DUI Task Force at an Awards & Recognition Luncheon.
- Crews conducting routine maintenance.

ADMINISTRATION:

- Conducted monthly crew meetings.
- Attended MPO kickoff modeling meeting.

119b

10:45

PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

- a) Miscellaneous business for the Board
- b) Possible executive session re:
litigation or pending or potential
litigation (pursuant to RCW 42.30.110(i))

11:00

PERSONNEL/RISK MANAGER

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
 - 1) Proposal 2014 02-03 PRM Claim for Damages (Johnson) Pg 122
- d) Possible executive session re: personnel (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(b)), and/or litigation or pending or potential litigation (pursuant to RCW 42.30.110(i))



MEMO

Date: 1/28/14

Proposal ID#: 2014 02-03 PRM

To: BOCC

From: Lucy Schwallie, Personnel/ Risk Management

Decision Item: Thomas Leon Johnson, Claim

Summary

This claim alleges that a "ring and nose ring" were "lost" during the claimant's December 1, 2013 – December 5, 2013 stay at the Walla Walla County Jail. The claimant alleges that Officer Hester, Brumit and Harris have knowledge of the incident, and that the damages are \$279.99. Claimant included a receipt from Harry Ritchie jewelers indicating that the ring had a cost of \$279.99 (the same receipt also indicated it was purchased for \$83.99.)

Background

After reviewing the "Jail Booking Detail" submitted by Jail Commander Keilen Harmon, it appears that a "SLVR COLOR RING" and a "NOSE STUD W/CLEAR STONE" were first inventoried on 12/01/13. Thomas Johnson signed that it was a "correct itemization of my personal valuables." Upon release from the jail, on 12/5/13, Thomas Johnson signed the same form (attached), indicating that "All property belonging to me has been accounted for and I certify that I have received from the sheriff or his designee all such items at this time." It is indicated on pg. 2 that on 12/05/13, at 7:55 pm, Corrections Officer Tanner Harris released all personal property to inmate, including "SLVR COLOR RING" and "NOSE STUD W/ CLEAR STONE." Johnson again signs indicating that he has received the property on pg. 3, as well as CO Harris.

Cost \$0

Funding: N/A

Conclusion/Recommendation: It is recommended that this claim be denied, as the information the County has maintained indicate that the jewelry was returned to and signed for by Mr. Johnson.

Submitted By:

Disposition

Name Department
Lucy Schwallie Personnel/Risk Mgmt.

☐ Approved
☐ Approved with modifications
☐ Needs follow up information
☐ Denied

BOCC Chairman: _____

Date: _____

122

11:15 COUNTY COMMISSIONERS

- a) Miscellaneous or unfinished business
to come before the Board

12:00 Recess

1:30 COUNTY COMMISSIONERS

- a) Miscellaneous or unfinished business
to come before the Board

- A D J O U R N -

Walla Walla County is ADA compliant. Please contact TTY: (800) 833-6384 or 7-1-1 or the Commissioners' Office at 509/524-2505 three (3) days in advance if you need any language, hearing, or physical accommodation.

Please note that the agenda is tentative only. The Board may add, delete, or postpone items and may take action on an item not on the agenda.