

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
TUESDAY, JANUARY 17, 2023

Commissioners have resumed in person public meetings and will also continue to host the meetings via WebEx.

Following is the website to attend and listen to the meeting and the phone number to call to take part in the meeting. Any questions please email us wwcocommissioners@co.walla-walla.wa.us.

Call in 1-408-418-9388 access code: 146 784 0290

Meeting link: <https://wwco.webex.com/wwco/j.php?MTID=m6ef6c0710e4eb57be4e10ce0cc827a38>

PLEASE NOTE: All times are tentative and at the discretion of the Chairman with the exception of advertised bid openings and public hearings.

1:15 P.M. COUNTY COMMISSIONERS

Chairman Mayberry

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) Silence cell phones
- c) Declarations re: conflict of interest
- d) Approval of agenda
- e) Pledge of Allegiance
- f) Public comment period (time limitations may be imposed)
- g) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
 - 2) Review vouchers/warrants/electronic payments
- h) **Public Hearing:**
 - 1) To consider adopting an ordinance related to compost procurement requirements for Walla Walla County
- i) **Action Agenda Items:**
 - 1) Ordinance No 494 – An ordinance relating to compost procurement requirement for Walla Walla County
- j) **Consent Agenda Items:**
 - 1) Resolution – Minutes of County Commissioners' proceedings for January 10 and 11, 2023
 - 2) Authorize Chairman to sign credit application for Walla Walla Builders Supply, Inc.
 - 3) Authorize Chairman to sign memorandum of understanding with Walla Walla Emergency Services Communications (WESCOM) re Sheriff Office Radio Equipment
 - 4) Payroll action and other forms requiring Board approval

DRAFT

**BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON**

ORDINANCE NO. 494

**AN ORDINANCE RELATING TO COMPOST PROCUREMENT REQUIREMENTS
FOR WALLA WALLA COUNTY.**

Whereas, in March 2022, the Engrossed Second Substitute House Bill (ESSHB) 1799 was signed into Washington law; and,

Whereas, The primary goal of the law is to increase the diversion of organic materials going to landfills in order to reduce methane emissions from landfills; and,

Whereas, ESSHB 1799 (RCW 43.19A.150) requires that most cities and counties in Washington adopt a compost procurement ordinance by January 1, 2023; and,

Whereas, Walla Walla County has reviewed an Ordinance prepared by the City of Walla Walla, and finds that Ordinance substantially meets the requirements of the state law; and,

Whereas, Walla Walla County has modified the City's ordinance to reflect differences between the City and the County.

NOW THEREFORE,

BE IT ORDAINED, by the Walla Walla County Board of Commissioners that:

Section I. The Board of County Commissioners Makes the Following Findings of Fact:

1. Notice of a Public Hearing was published in the Walla Walla Union Bulletin on January 5, 2023.
2. The Board of County Commissioners held a public hearing on January 17, 2023, for the purpose of receiving testimony on the proposed Ordinance.

Section II. The amendments to Walla Walla County Code, enacting a new Chapter 13.06, are **adopted** as presented to the Board of County Commissioners on this date as attached in Exhibit A.

Section III. Index. The index to any chapter of the Walla Walla County Code in which sections are added or removed or in which section titles are changed herein shall also be amended to reflect the section amendments.

DRAFT

Section IV. Effective Date. This Ordinance is effective as of the date of signing.

Section V. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this Ordinance.

Section VI. Publication. This Ordinance will be published by an approved summary consisting of the title.

PASSED by the Walla Walla County Board of Commissioners in regular session at Walla Walla, Washington, then signed by its membership and attested by its Clerk in authorization of such passage this 17th day of January, 2023.

Attest:

Diane L. Harris, Clerk of the Board

Jennifer R. Mayberry Chairman, District 1

Todd L. Kimball, Commissioner, District 2

Gunner Fulmer, Commissioner, District 3

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

Approved as to form:

Jesse D. Nolte, Chief Civil Deputy Prosecuting Attorney

DRAFT

Exhibit A

13.06.010 Definitions.

For purposes of this chapter, the following definition shall apply:

A “Finished Compost Product” means a product created with “composted material” as defined in RCW 70A.205.015(3). Finished Compost Products include, but are not limited to, 100% finished compost or blends that include compost as a primary ingredient. Mulch is considered a Finished Compost Product if it contains a minimum of sixty percent composted material. Bark is not a Finished Compost Product.

13.06.020 General Policy.

Walla Walla County will purchase finished compost products for use in public projects in which compost is an appropriate material in county projects when availability, health, quality, safety, and price-competitive criteria are met.

13.06.030 Local Purchasing.

Walla Walla County will purchase finished compost products from companies producing compost locally, are certified by a nationally recognized organization, and produce finished compost products that are derived from municipal solid waste compost programs and meet quality standards comparable to those established by the Department of Transportation or adopted by rule by the Department of Ecology.

13.06.040 Planning.

To the extent required by RCW 43.19A.150(3), Walla Walla County shall plan for the use of compost in the following categories:

- a) Landscaping projects;
- b) Construction and postconstruction soil amendments;
- c) Applications to prevent erosion, filter stormwater runoff, promote vegetative growth, or improve the stability of roadways; and
- d) Low-impact development of green infrastructure to filter pollutants to keep water onsite or both.

13.06.050 Information.

To the extent required by RCW 43.19A.150(4), Walla Walla County will endeavor to inform residents about the value of compost and how the County uses compost in its operations.

13.06.060 Reporting.

Reporting on Walla Walla County’s use of compost shall be in accordance with RCW 43.19A.150(5).



WALLA WALLA BUILDERS SUPPLY, INC.

Locally Owned Since 1994

P: 509-522-4767 • F: 509-522-3944 607 West Tietan • Walla Walla, WA 99362

APPLICATION FOR CREDIT

NAME/ADDRESS

Name WALLA WALLA COUNTY - FACILITIES MAINTENANCE DEPT. Date 1/10/2023

Address 315 W. MAIN ST.

City WALLA WALLA State WA Zip Code 99362 Phone (509) 524-2505

COMPANY INFORMATION

Firm Name WALLA WALLA COUNTY How Long in Business 169 YEARS

Mailing Address P.O. BOX 1506, WALLA WALLA, WA 99362

Resale No. _____ Tax () Yes ☒ No

Contractor License No. _____ Bonding Company _____

Person Responsible for Accounts Payable JENNIFER WRIGHT Number of Employees 300

Bank BAKER BOYER Contact _____ Phone _____

Corp. Officers, Partners, Owners:

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

TRADE REFERENCES

Building Materials _____ Phone _____

Concrete _____ Phone _____

Drywall _____ Phone _____

JOB INFORMATION

Job Address _____ Owner's Name _____



WALLA WALLA BUILDERS SUPPLY, INC.

Locally Owned Since 1994

P: 509-522-4767 • F: 509-522-3944 607 West Tietan • Walla Walla, WA 99362

CREDIT POLICY & TERMS OF SALE

- Payment terms are 1% 10th, Net 25th
- Prompt pay discount is only allowed if paid by check/cash and postmarked prior to the 10th.
- All deliveries/purchases will be halted if account is not paid in full within 60 days.
- 2% per month late payment charge on past due balances.

I (we) promise to pay my (our) account with **Walla Walla Builders Supply Inc.** in full according to Credit Policy & Terms on Sale. If, however, this account is not paid as agreed, I (we) agree to pay in addition to the foregoing, a reasonable attorney's fee.

For value received each and every party who signs this agreement or becomes liable either now or hereafter for the payment of this agreement severally waives presentment, demand, protest, and notice of non-payment hereof, binds himself hereon as the principal and not surety and agrees to remain bound hereon notwithstanding any extension that may be made to any party liable hereon. At the option of this holder hereof, the venue of said suit may be laid in the county of the residence of the holder.

You are hereby authorized to contact any or all of the above references regarding our credit standing. I understand the above stated credit policy and terms of sale as stated. It is understood that credit would not be extended to said party without this assumption of liability.

Signed: _____

Print: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

WHEREAS, Walla Walla Emergency Services Communications, known as WESCOM 9-1-1 maintains remote public safety communications sites at various locations across Walla Walla County, and

WHEREAS, the Walla Walla County Sheriff's Office is in the process of upgrading and improving its telecommunications equipment and abilities, and

WHEREAS, the Walla Walla County Sheriff's Office and WESCOM 9-1-1 will benefit from additional radio equipment as identified on the attached estimate from Valence Wireless (the Equipment), and

WHEREAS, WESCOM 9-1-1 and Walla Walla County are in the process of negotiating a colocation agreement with Inland Cellular at a tower near Waitsburg, Washington, and

WHEREAS, the colocation agreement will be executed by Walla Walla County once complete, and

WHEREAS, WESCOM 9-1-1 is owned by Walla Walla County but managed by the City of Walla Walla Police Department, and it is agreed that the installation of the equipment would be a benefit in improving services to the citizens of Walla Walla County,

NOW, THEREFORE, it is agreed by and between the City of Walla Walla as the managing agent of WESCOM 9-1-1 and the Walla Walla County Sheriff's Office on the following general terms and conditions:

1. WESCOM 9-1-1 shall purchase the equipment identified on the attached estimate from Valence Wireless system.
2. The Walla Walla County Sheriff's Office shall dedicate its 2022 Justice Assistance Grant funds in the amount of \$4,248 to WESCOM 9-1-1. These funds will be used by WESCOM 9-1-1 towards the purchase of the equipment. WESCOM 9-1-1 will pay the remainder of the purchase price from its other funding sources, and it will assume responsibility for the maintenance and repair of the equipment.
3. The Sheriff's Office will pay Inland Cellular's application fee of \$750 for the colocation agreement. The Sheriff's Office will also pay Inland Cellular's monthly-use fee of \$50 to cover the electrical costs to run the equipment. This cost is subject to an annual three percent increase.
4. The equipment will be treated as WESCOM 911 property and owned by Walla Walla County.

5. The equipment will be installed by WESCOM-911 at the Inland Tower site near Waitsburg.

Dated this _____ day of _____, 2023.

BY:

Walla Walla Emergency Services
Communications

Walla Walla County
Sheriff's Office

For Walla Walla County

For City of Walla Walla

COUNTY COMMISSIONERS (continued)

k) Action Items:

- 1) County vouchers/warrants/electronic payments as follows: 4053966 through 4053972 totaling \$87,017.75 (draws); 4246567 in the amount of \$24,312.75 (draw taxes); 4246570 through 4246664 totaling \$997,367.50 and 4246568 through 4246569 totaling \$1,066.59 (travel)
- 2) Resolution – Walla Walla County Commissioners' Committee Assignments for 2023
- 3) Resolution – Updated appointment to represent Walla Walla County on the Washington Counties Insurance Fund Board of Trustees
- 4) Proposal 2023 01-17 CORR Approval of Indemnification and hold harmless agreement between Walla Walla County and College Place Police Department for Training County Jail Personnel and Detention Staff
- 5) Proposal 2023 01-17 Maint Approval of contract for snow removal
- 6) Execute Washington State Military Department Emergency Operations Center (EOC) Grant Agreement (E23-170)
- 7) Execute Mutual Aid Interlocal Agreement between Walla Walla and Columbia Counties to share and coordinate Search and Rescue Services

l) Miscellaneous business to come before the Board

m) Review reports and correspondence; hear committee and meeting reports

n) Review of constituent concerns/possible updates re: past concerns

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

**IN THE MATTER OF WALLA
WALLA COUNTY
COMMISSIONERS' COMMITTEE
ASSIGNMENTS FOR 2022**

RESOLUTION NO. 23

WHEREAS, in accordance with RCW 36.32.100, Jennifer R. Mayberry was elected chairman of the Board of County Commissioners for Walla Walla County for 2023; and

WHEREAS, Commissioners Jennifer R. Mayberry, Todd L. Kimball and Gunner Fulmer are duly appointed to serve on the below designated committees for 2023 pursuant to the authority listed.

TODD L. KIMBALL

Blue Mountain Resource Conservation and Development District	Member County
Council on Housing	Standing Committee
Emergency Management Executive Board	Interlocal Agreement
Legislative Steering Committee	
LEOFF I Disability Board (alternate)	Statute
Snake River Salmon Recovery Board	Interlocal Agreement
Valley Transit	Statute
WA Counties Insurance Fund	Member County
Walla Walla Fair and Frontier Days Board	County entity Bylaws
Washington State Association of Counties (WSAC)	WSAC Member
Walla Walla 2050 Advisory Committee	

JENNIFER R. MAYBERRY, CHAIR

County Law Library (ex-officio trustee as Chair)	Statute
Emergency Management Executive Board	Interlocal Agreement
Executive Alliance (as Chair)	Standing Committee
Greater Columbia Behavioral Health Regional Support Network (ASO)	Statute
Legislative Steering Committee (alternate)	WSAC Member County
Lodging Tax Advisory Committee Chair	Statute
Southeast Washington Aging and Long Term Care Council of Governments	Interlocal Agreement
Walla Walla County Council on Housing (alternate)	Standing Committee
Walla Walla Fair and Frontier Days Board	County entity Bylaws
Walla Walla Valley Metropolitan Planning Organization Policy Board – as designated (alternate)	Interlocal Agreement
WESCOM (Walla Walla Emergency Services Communications) Executive Committee	Standing Committee

GUNNER FULMER

Emergency Management and Communications Advisory Board	Standing Committee
Emergency Management Executive Board	Interlocal Agreement
Emergency Medical Services Dept. Advisory Committee	Bylaws
Emergency Medical Services & Trauma Care Council	Bylaws
Greater Columbia Behavioral Health Regional Support Network (ASO) (alternate)	Statute
LEOFF I Disability Board	Statute
Snake River Salmon Recovery Board (alternate)	Interlocal Agreement
Southeast Washington Aging and Long Term Care Council of Governments (alternate)	Interlocal Agreement
Valley Transit	Statute
WA Counties Risk Pool Board (alternate)	Interlocal Agreement
Walla Walla Fair and Frontier Days Board	County entity Bylaws
Walla Walla Valley Metropolitan Planning Organization Policy Board	Interlocal Agreement
Work Force Development Council Regional Board	Statute
Work Source Employers Committee	Standing Committee

and

WHEREAS, it has further been determined that each county commissioner will informally serve as board liaison to county offices and departments, as outlined on 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 2022.

*Passed this 24th day of **January, 2022** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Chairman, District 1

Gunner Fulmer, Commissioner, District 3

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

**Walla Walla County Board of Commissioners
Board liaisons by office and department
for year 2023**

TODD L. KIMBALL

WSU Extension
Technology Services
Community Development
Facilities Maintenance (alternate)
Fairgrounds (Alternate)
Human Resources/Risk Management

JENNIFER R. MAYBERRY, CHAIR

County elected officials
Department of Community Health
Emergency Management (as chair, assignment will change yearly)
Facilities Maintenance
Fairgrounds
Public Works (alternate)
Corrections (to include Juvenile Justice Center/Court Services as part) (alternate)

GUNNER FULMER

Corrections (to include Juvenile Justice Center/Court Services as part)
Department of Community Health (alternate)
Emergency Medical Services
Human Resources Risk Management (alternate)
Public Works
WSU Extension (alternate)

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN UPDATED
APPOINTMENT TO REPRESENT
WALLA WALLA COUNTY ON THE
WASHINGTON COUNTIES
INSURANCE FUND BOARD OF
TRUSTEES

RESOLUTION NO. **23**

WHEREAS, former Walla Walla County Commissioner Gregory A. Tompkins served as the Walla Walla County representative on the Washington Counties Insurance Fund Board of Trustees and County Human Resources/Risk Manager Joshua Griffith was appointed to serve as an alternate board member; and

WHEREAS, Commissioner Tompkins is no longer serving on the Board of County Commissioners as of December 31, 2022; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that Commissioner Todd L. Kimball is appointed to serve as Walla Walla County's Representative and County Human Resources/Risk Manager Joshua Griffith is appointed to serve as alternate Walla Walla County representative on the Washington Counties Insurance Fund Board of Trustees, effective January 17, 2023.

Passed this 17th day of January, 2023 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Jennifer R. Mayberry, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

Gunner Fulmer, Commissioner, District 3

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



Proposal

Date: January 6, 2023

Proposal ID. 2023 01-17 CORR

To: BOCC

From: Norris Gregoire, Director of Corrections/Juvenile Court Administrator

Intent – Decision

Topic – Request Board Approval of and Signature on *Indemnification and Hold Harmless Agreement* between the County and College Place Police Department for Purposes of Training Jail and Detention Staff.

Summary

Walla Walla County Corrections and the County Department of Court Services have immediate needs to facilitate oleoresin capsicum (OC-10) and defensive tactics training for several staff at both the adult and juvenile facilities. College Place Police Department has agreed to provide this training to jail and detention staff upon receipt of a signed indemnification and hold harmless agreement (attached).

Funding

The *Indemnification and Hold Harmless Agreement* has no direct costs associated with its execution. Any training costs associated and incurred by CPPD for staff time will be reimbursed to CPPD by County Corrections and Court Services from currently budgeted training lines.

Alternatives Considered

Ideally, Corrections and Court Services would provision needed training with in-house instructors. Due to staff shortages and transitions, this is not possible any time soon. However, Corrections does have a trained instructor for conducted energy device (Taser) but no DT or OC instructors. WWSO has recently provided both facilities with defensive tactics instruction, but no future trainings are on the SO schedule at this writing. Due to the nature of defensive tactics as a skillset, hands-on repetition and scenario training are necessary to achieve competency. Rather than wait for a future WWSO training date, my preference is to facilitate additional DT training as soon as possible.

Acquisition Method N/A

Access N/A

Benefits

Currently several staff at each facility have not yet had OC-10 training and are prohibited from carrying and deploying OC per policy until instruction has occurred. With short staffing, this becomes a safety concern at both facilities. In order to maintain safe, orderly, and secure custody environments, I highly recommend that we move forward with this training as soon as practicable.

Conclusion/Recommendation

Both Corrections and Court Services will work towards building an in-house instructor cadre for necessary training needs. Until that goal is met and sustained, both departments will continue to rely upon the capacities of other agencies to assist us with required training needs. I respectfully request that the Board approve the agreement with College Place Police Department.

Submitted By

Disposition

Norris Gregoire, Director of Corrections 01/06/2023

☐ Approved

Name Department Date

☐ Approved with modifications



☐ Needs follow up information

Signature

☐ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

☐ Modification

☐ Follow Up

**INDEMNIFICATION AND HOLD HARMLESS
CPPD TRAINING FOR COUNTY JAIL PERSONNEL**

Walla Walla County, (County), desires to provide Defensive Tactics and OC-10 training for its jail employees by utilizing the College Place Police Department's (CPPD) personnel for said training. In consideration for the opportunity to provide its employees CPPD training, the County voluntarily agrees to defend, indemnify and hold the City of College Place, its officers, officials, employees and volunteers, (City), harmless from any and all claims, injuries, death, damages, losses, judgments, awards, demands or suits including attorney fees, court costs, and costs to enforce this duty, arising out of or resulting from the training or application of the training, regardless of fault. This duty to defend, indemnify, and hold harmless the City is applicable to claims made by County employees and third-parties, including but not limited to any claim, inquiry, or investigation by any regulatory or other governmental entity or subdivision thereof.

The County further agrees to assume full responsibility for any risks of loss, property damage, or personal injury, including death, which may be sustained by the County, any of the County's employees, or any third-party as a result of the County and its employees participating in the CPPD Training or implementing the training.

All training content, including but not limited to instruction, materials, examples, and live action scenarios are for informational purposes only and are not intended as legal advice, direction, or instruction, nor as a substitute for the legal advice of an attorney or direction or instruction of the County or its employees. In addition, any training, instruction or other service received from CPPD shall not be construed as legal advice or as job or public duty instruction. The County, as its own entity and on behalf of its employees recognizes that it and its employees are governed by its own rules, regulations, policies and orders and the training does not modify, change, or substitute for those rules, regulations, policies and orders and the County and its employees should contact its own legal counsel or supervisor if there are any questions regarding fulfilling the County's duties and obligations or regarding any employee fulfilling their job duties and obligations.

The County acknowledges and agrees that the City does not represent, intend, or guarantee the training provided complies or will comply with any law, rule, regulation, order, judgment, decree, or policy and the County will instruct its employees to follow County requirements regardless of any training received.

So agreed to this ____ day of _____, 2023

Walla Walla County

Name: _____

Title: _____



Proposal

Date: January 10, 2023

Proposal ID. 2023 01-17 Maint

To: BOCC

From: Rob Grandstaff

Intent – Decision to approve contract for snow removal contract.

Topic – Snow Removal Contract

Summary

In an effort to minimize hazardous conditions on the parking lots and alleyways around county buildings, I would propose we approve the attached snow removal contract for removal of snow and application of ice melt. The county facilities team will continue to remove snow on the counties sidewalks and entryways to minimize cost of additional labor.

Cost

The hourly price for snow plowing will be \$175.00 plus 8.9% sales tax (\$15.58)

The ice melt application rate to above areas will be \$1.00 per pound plus sales tax (\$0.89)

Funding

Snow removal costs have been budgeted in the 2023 Facilities Budget

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Benefits

Additional safety of regularly plowed and salted parking lots, and reduced need for expensive equipment for Facilities Maintenance to perform the work themselves.

Conclusion/Recommendation

Recommend BOCC approval of Tom's Yard Care proposal to provide snow removal and de-icing of county parking lots and alleyways and authorize Rob Grandstaff, Facilities Maintenance Director to sign the agreement after review by Prosecuting Attorney's office.

Submitted By

Disposition

___ Approved

Rob Grandstaff Facilities January 10, 2023

___ Approved with modifications

Name Department Date

___ Needs follow up information

___ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

___ Modification

___ Follow Up

Tom's Yard Care

68 Russet Road, Walla Walla

509-520-5457

WA. ST. CONTR. # TOMSYC*

Snow plowing and De-icing Bid/proposal for Walla Walla County

The following locations are included in this bid.

1. Sheriff/prosecutors office parking lot
2. County Jail west parking lot and alley
3. Old county health and WSU parking lot
4. JJC parking lot and Alley
5. District Court and Annex parking lot and Alley.

- The Hourly price for snow plowing will be \$175.00 plus 8.9% sales tax (\$15.58)
- The Ice melt application rate to above areas will be \$1.00 per pound plus tax (\$0.089)
- Snow plowing will be initiated at 1" trigger point with an ice melt follow
- Ice melt will also be initiated in an event of an ice storm/freezing rain
- This bid does not include the removal of snow piles from the property

The Following is a list of Equipment to be used:

- 2012 F-350 with 8'6" Western contractor grade snow plow and Snowex 400lb rear salt spreader
- 2006 GMC 2500 with 8'6" Western contractor grade snow plow and Snowex 400lb rear salt spreader
- 2017 Yamaha Grizzly ATV with 4' Warn snow plow

Any additional work not listed above will be billed accordingly

This bid prepared by Tom Richard, Owner Tom's Yard Care

Tom Richard

**WALLA WALLA COUNTY,
STATE OF WASHINGTON**

**On call snow removal contract from parking lots and drives
(snow removal from buildings excluded)**

THIS CONTRACT, made this ___ day of January, 2023, by and between Walla Walla County, hereinafter called "County", and _____, hereinafter called "Contractor", **WITNESSETH:**

WHEREAS, The County has desires to enter into a contract with Contractor to perform certain labor and furnish certain materials for snow removal services from parking lots and drives , Walla Walla County, Washington as per plans and specifications and proposal attached hereto,

THE CONTRACTOR AGREES AS FOLLOWS:

1. To comply with the special terms and conditions attached hereto and incorporated herein by reference.
2. To furnish all labor, materials, equipment, permits, etc., necessary or required and to perform all the work necessary or incidentally required for that part of the construction of the aforesaid project per the special terms and conditions attached hereto and incorporated herein by reference.
3. To provide on-call, as needed services through December 31, 2023.
4. To pay for all materials, skill, labor and equipment, etc., used in or in connection with the performance of this contract, when and as bills or claims therefore become due, and to save and protect the premises and the County from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence to the County when and if required, that they have complied with the above requirements.
5. To begin work herewith contracted for as directed by the County, and to be carried out with speed and dispatch so as not to delay the progress of the job. Contractor to clean up after its work, and if this is not done expeditiously, after notification by the County, said clean up may be done by the County and charged to the account of the Contractor.
6. To proceed with the work and to abide by the County's decision as to the allotment of all storage and working space on the project.
7. That no extension of time of performance of this contract shall be recognized by the County without the County's written consent provided to the Contractor.
8. To pay for any expense the County may suffer as a result of the Contractor's failure through causes within said Contractor's control to carry out the provision of this agreement.
9. **Indemnification and hold harmless.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are

caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Contractor's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

Contractor's initials acknowledging indemnity terms: _____

9.01 Participation by County – No Waiver. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

9.02 Survival of Contractor's Indemnity Obligations. The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

9.03 Indemnity by Subcontractors. In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

10. Insurance. The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage. All insurers providing such insurance shall be acceptable to the County and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Agreement, or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Agreement, whichever are greater.

10.01 General Commercial Liability -	\$1,000,000 Minimum, Each Occurrence
	\$2,000,000 Minimum, Annual Aggregate

Coverage shall include personal injury, bodily injury and property damage for Premises/Operations Liability, Products/Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

10.02. Business Automobile Liability - \$500,000 Minimum, Each Occurrence
\$1,000,000 Minimum, Annual Aggregate

Coverage shall include liability for any and all owned, non-owned and hired motor vehicles. Coverage may be satisfied by way of endorsement to the General Commercial Liability policy.

10.03 The Contractor shall maintain worker's compensation insurance in accordance with the State of Washington Labor Code for all employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

10.04 All Contractor's and contractor's subcontractors' insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and not contributory to such insurance policies. All Contractor's and Contractor's subcontractors' liability insurance policies must be endorsed to show this primary coverage.

10.05 Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any deductibles and/or self-insured retentions exceeding \$20,000, stop loss provisions, and/or exclusions contained in such policies must be approved by the County in writing. For any deductibles or self-insured retentions exceeding \$20,000 or any stop-loss provisions, the County shall have the right to request and review the Contractor's most recent annual financial reports and audited financial statements as a condition of approval.

10.06 Contractor hereby agrees to a waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of

subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.

10.07 The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

10.08 The Contractor shall, within 10 days of the execution of this contract, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the Risk Management Department, 314 W. Main Street, Room 216, Walla Walla, WA, 99362.

10.09 The insurance maintained under this Agreement shall not in any manner limit or qualify the liabilities or obligations of the Contractor under this Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under this Agreement shall be paid by the Contractor.

10.10 Compensation and/or payments due to the Contractor under this Agreement are expressly conditioned upon the Provider's strict compliance with all insurance requirements. Payment to the Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

11. To adequately and properly protect the work to be performed hereunder, to be responsible for damages to persons and property occasioned by its failure to do so, to be responsible for any defective or improper work or material caused by its failure to do so, it being understood that the standards of protection shall not be less than those specified in the general contract or required by law.

12. To not assign this contract, or sublet the same, or any party thereof covering work to be performed at the site of the project named in this agreement, and not to assign any payments hereunder without first obtaining the written consent of the Owner.

13. To be bound by the terms of the contract with the County, general conditions, special conditions and specifications and addenda, and to conform to and comply with the drawings and specifications and addenda and to furnish such shop drawings or samples as may be required.

14. Prevailing wage is not required for this contract; however, Contractor shall comply with all wage and hour laws of the state of Washington.

15. That the County shall have the right to order, in writing, the deletion or addition of the parts of the work, or materials as omitted from or added to the general contract on the above-named contract price for such omitted or added work or materials; that no extra work shall be allowed or changes made by the Contractor, or paid for by the

County unless authorized by the Owner in writing before the work and/or changes are begun. The work shall not be invoiced until a fully authorized "change order" has been processed.

16. Pursuant to RCW 39.08.10, the County waives the performance and surety bond requirements of Chapter RCW 39.08 and the retainage requirements of chapter RCW 60.28, and instead shall, in lieu of the bond, retain fifty percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

17. To guarantee his work against all defects of materials or workmanship, as called for in the plans, specifications and addenda for a period of one year from the date of completion and acceptance of the project, unless the project specifications require a longer guarantee period.

18. That if notification of any claims have been made against the Contractor arising out of labor or materials furnished the project covered by this agreement, or otherwise on account of any actions or failures to act by the Contractor in the performance of this agreement, the County may, at its discretion, withhold such amounts otherwise due or to become due hereunder, to cover said claims and any costs or expenses arising, or to arise, in connection therewith pending legal settlement thereof, subject to the limitations of RCW 39.08.010 and 60.28.010. This right of the County shall not be exclusive of any other rights of the County herein or as provided by law.

19. That in case the Contractor shall fail to correct, replace or re-execute faulty or defective work done and/or materials furnished under this contract as required by the County, or shall fail to complete or diligently proceed with this contract within the time provided herein, or of the Contractor or any subcontractor shall be unable to proceed with the work because of any action by one or more employees of the Contractor or by a person or labor organization purporting or attempting to represent any employee of the Contractor, the County, upon notice to the Contractor, shall have the right to correct, replace or re-execute such faulty or defective work, or to take over this contract and complete same, and to charge the cost thereof to the Contractor, together with any damages suffered by the County, and any delays caused in the performance of this contract.

20. That in case of default on the part of the Contractor under the terms of this agreement, the material and equipment of the Contractor shall be left on the job for the use of the County in completing the work covered by the terms of this agreement.

21. To comply with all federal and state laws, codes and regulations and all municipal ordinances and regulations effective where the work is to be performed under this contract, and to pay all costs and expenses connected with such compliance, to pay all fees, permits and taxes, including sales and use taxes, on all goods and services purchased by the Contractor, and also to pay all taxes imposed by any state or federal law for any employment insurance, pensions, old age retirement funds or any similar purpose and hold the Owner harmless from any and all loss or damage occasioned by the failure of the Contractor to comply with the terms of this clause.

22. It is understood and agreed that the Contractor named herein will have equipment, labor and supplies on this project and that the use thereof by the Contractor must, at all times, comply with all local, state and federal regulations respecting safety

rules, OSHA and WISHA regulations and any and all others applicable, and levied, assessed or extracted from the general Contractor herein, and the Contractor hereby agrees to reimburse and hold harmless the County on account of such claim, fine or penalty which may be paid by the general Contractor which arises out of or is due to any action on the part of the Contractor, its agents, employees, suppliers or subcontractors.

23. Disputes pertaining to this contract shall be resolved in accordance with the American Arbitration Association "Construction Industry Arbitration Rules".

24. To pay all royalties and license fees, and further agrees to defend all suits or claims for infringement of any patent rights involved in the work of the Contractor under this agreement, and further agrees to save the County harmless from loss, cost or expense on account of such use or infringement by the Contractor.

25. Intentionally Omitted.

26. In the event the contract herein is based upon a unit price, it is understood and agreed that any quantities mentioned are approximate only and are subject to final determination based upon final quantities according to conditions that may be stipulated in the plans and specifications, or upon such quantities as may be determined by the County. Such adjustments shall be authorized by written change order only.

27. The Contractor shall be an Equal Opportunity Employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.

28. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

WALLA WALLA COUNTY AGREES AS FOLLOWS:

1. To employ, and does hereby employ, the Contractor to do the work described in paragraph 2 hereof, subject to the provisions of this agreement.

2. To pay the Contractor for at the rates shown in attachment 1, not to exceed \$_____.

3. Except as provided in Paragraph 16, to pay the Contractor with 30 calendar days upon receipt of a properly prepared voucher, which claims the correct amount of labor, materials, equipment, etc., provided and concurred by the County.

4. That the failure of the County to make payments as and when herein provided shall, in addition to all other rights, entitle the Contractor to suspend all work and shipments during the continuance of such default on the part of the County, and shall further entitle the Contractor to an extension of time for the performance of the work covered by this agreement for the period for which the work was suspended.

THIS AGREEMENT constitutes the entire understanding of the parties and supersedes any prior proposals or agreements.

IN WITNESS WHEREOF, the County and Contractor have set their hands and seals the day and year above written.

CONTRACTOR

By: _____

Contractor

Registration No. _____

Date of Signing

Address of Contractor _____

WALLA WALLA COUNTY:

Date authorized by Board to sign:

Facilities Maintenance Manager

Rob Grandstaff

Authorized to sign by Board of Commissioners

Approved as to Form Only:

Prosecuting Attorney

**Washington State Military Department
EMERGENCY OPERATIONS CENTER GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Walla Walla, County of 314 W. Main St. Walla Walla, WA 99362		2. Grant Agreement Amount: F: \$1,000,000 L: \$333,333.34		3. Grant Agreement Number: E23-170	
4. Subrecipient Contact, phone/email: Diane Harris, 509-524-2505 www.commissioners@co.walla-walla.wa.us		5. Grant Agreement Start Date: September 1, 2022		6. Grant Agreement End Date: July 31, 2025	
7. Department Contact, phone/email: Michael Alston, 253-512-7083 michael.alston@mil.wa.gov		8. Unique Entity Identifier (UEI): YVK1PH2ZKGL3		9. UBI # (state revenue): 363-006-535	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)					
11. Federal Award ID # (FAIN): EMS-2022-EO-00002		12. Federal Award Date: 08/12/2022		13. Assistance Listings # & Title: 97.052 (22EOC)	
14. Total Federal Amount: \$1,000,000		15. Program Index # & OBJ/SUB-OBJ: 723CE NZ			16. EIN: 91-6001381
17. Service Districts: (BY LEGISLATIVE DISTRICT): 16 (BY CONGRESSIONAL DISTRICT): 5		18. Service Area by County(ies): Walla Walla		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: The purpose of the Fiscal Year (FY) 2022 Emergency Operations Center Grant Program (22EOC) is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds for equipping, upgrading, or constructing emergency operations centers. The Department is the Recipient and Pass-through Entity of the 22EOC DHS Award Letter for Grant No. EMS-2022-EO-00002 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 22EOC Award Letter EMS-2022-EO-00002-S01 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable Federal and State Statutes and Regulations		4. Special Terms and Conditions		5. General Terms and Conditions, and,	
2. DHS/FEMA Award and program documents		6. Other provisions of the Agreement incorporated by reference			
3. Work Plan, Timeline, and Budget					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department			Signature _____ Date _____ Jennifer R. Mayberry, Chair Walla Walla County Commissioners		
BOILERPLATE APPROVED AS TO FORM: Dierk Meierbachtol November 14, 2022 Assistant Attorney General			APPROVED AS TO FORM (if applicable): Signature _____ Date _____		

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

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

SUBRECIPIENT		DEPARTMENT	
Name	Diane Harris	Name	Michael Alston
Title	Walla Walla County Commissioner's Clerk of the Board	Title	Program Coordinator
Email	wwcocommissioners@co.walla-walla.wa.us	Email	michael.alston@mil.wa.gov
Phone	509-524-2505	Phone	253-512-7083
Name	Jill Munns	Name	Courtney Bemus
Title	Walla Walla County Commissioner's Assistant Clerk of the Board	Title	Program Assistant
Email	wwcocommissioners@co.walla-walla.wa.us	Email	courtney.bemus@mil.wa.gov
Phone	509-524-2505	Phone	253-512-7145
Name		Name	Sierra Wardell
Title		Title	Financial Operations Section Manager
Email		Email	sierra.wardell@mil.wa.gov
Phone		Phone	253-512-7121

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22EOC Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Emergency Operations Center Grant Program* document, the *FEMA Preparedness Grants Manual* document, Version 3, May 2022 (the Manual), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

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

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

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

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22EOC funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22EOC funds, including, but not limited to, those contained in 2 CFR 200.

- ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22EOC Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Emergency Operations Center Grant Program* document, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.
- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22EOC federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment E).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention

requirements of this Agreement and be made available upon request by the Department and auditors.

- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:
 - A. Description of the property
 - B. Manufacturer's serial number, or other identification number
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
 - D. Assistance Listings Number (formerly CFDA Number) (Face Sheet, Box 13)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use, and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
 - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date,

when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

- A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
- B. For Equipment:
 - 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

- iv. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - v. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - vi. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - vii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- g. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

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

proposed project has the potential to impact environmental resources and/or historic properties.

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

6. PROCUREMENT

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

7. SUBRECIPIENT MONITORING

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

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

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

9. NIMS COMPLIANCE

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

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

The Department receives EOC funding from DHS/FEMA, to assist local governments to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, strategically located, and fully interoperable EOCs with a focus on addressing identified deficiencies and needs.

- a. The Subrecipient shall use the EOC funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's investment justification for funding, incorporated into this Agreement.
- b. Funding may not be used to replace or supplant existing local government funding of emergency management programs.
- c. The Subrecipient shall provide a twenty-five percent (25%) match of non-federal origin. To meet matching requirements, the Subrecipient's matching contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 22EOC funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22EOC Award Letter and its incorporated documents for the Grant, which are incorporated and made a part of this Agreement as Attachment C.

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

A.1 DEFINITIONS

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

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- e. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

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

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

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

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

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

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

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

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

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension*." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment is mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
 - c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

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

A.12 DISPUTES

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

A.13 LEGAL RELATIONS

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

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature

whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

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

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

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

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

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

- a. **Nondiscrimination in Employment:** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of

any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

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

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

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

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

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

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

A.24 RECAPTURE PROVISION

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

A.25 RECORDS

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

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

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

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

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

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

A.27 SEVERABILITY

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

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

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

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

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting

an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

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

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

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

OR

Contracts.Office@mil.wa.gov

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

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

A.30 TAXES, FEES AND LICENSES

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

A.31 TERMINATION FOR CONVENIENCE

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

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

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

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

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

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

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

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

A.34 TERMINATION PROCEDURES

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

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

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

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

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

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

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

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

A.36 VENUE

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

A.36 WAIVERS

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

**22EOC Award Letter
EMS-2022-EO-00002****Award Letter**

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

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

Re: Grant No. EMS-2022-EO-00002

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Emergency Operations Center Grant Program has been approved in the amount of \$1,000,000.00. As a condition of this award, you are required to contribute a cost match in the amount of \$333,333.34 of non-Federal funds, or 25.00 percent of the total approved project costs of \$1,333,333.34.

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

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 Emergency Operations Center Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

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

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

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

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

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

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

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

PATRICK GERARD MARCHAM

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



AGREEMENT ARTICLES
Emergency Operations Center Grant Program

GRANTEE: Washington Military Department
PROGRAM: Emergency Operations Center Grant Program
AGREEMENT NUMBER: EMS-2022-EQ-00002-S01

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

General Reporting Requirements:

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

Article II - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

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

Article III - SAFECOM

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

Article IV - Terrorist Financing

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

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

Trafficking in Persons:

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

Article VI - Universal Identifier and System of Award Management

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

Article VII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article VIII - Use of DHS Seal, Logo and Flags

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

Article IX - Whistleblower Protection Act

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

Article X - Environmental Planning and Historic Preservation (EHP) Review

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

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

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

Article XI - Applicability of DHS Standard Terms and Conditions to Tribes

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

documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XIV - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

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

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XV - Indirect Cost Rate

2 C.F.R. section 200.210(a)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article XVI - Notice of Funding Opportunity Requirements

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

Article XVII - Patents and Intellectual Property Rights

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

Article XVIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection

Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIX - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XX - DHS Standard Terms and Conditions Generally

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

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

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

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

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

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

Article XXII - General Acknowledgements and Assurances

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

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

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

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

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

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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

Article XXIII - Acknowledgement of Federal Funding from DHS

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

Article XXIV - Activities Conducted Abroad

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

Article XXV - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXVI - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XXVII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XXVIII - Civil Rights Act of 1964 - Title VI

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

Article XXIX - Civil Rights Act of 1968

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

Article XXX - Copyright

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

Article XXXI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict

federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXII - Drug-Free Workplace Regulations

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

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

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXIV - Energy Policy and Conservation Act

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

Article XXXV - False Claims Act and Program Fraud Civil Remedies

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

Article XXXVI - Federal Debt Status

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

Article XXXVII - Federal Leadership on Reducing Text Messaging while Driving

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

Article XXXVIII - Fly America Act of 1974

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

Article XXXIX - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

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

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

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

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

Article XLII - Lobbying Prohibitions

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

Article XLIII - National Environmental Policy Act

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

Article XLIV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

Article XLV - Non-Supplanting Requirement

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

Article XLVI - Duplication of Benefits

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

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

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

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

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

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

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

Waivers

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

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

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

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

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

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

Article XLVIII - EHP Hold

This award includes work that triggers an Environmental Planning and Historic Preservation (EHP) compliance review. A funding hold is placed on the following investments/projects, and the recipient is prohibited from obligating, expending, or drawing down funds under this award in the amount of \$1,000,000 in support of the following investments/projects, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required EHP reviews. Please refer to the applicable NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404.

Walla Walla County, Emergency Operations Center, \$1,000,000

To release this hold, the recipient is required to obtain the required FEMA EHP compliance approval for this project pursuant to the FY 2022 EOC NOFO. Failure to comply with this condition may jeopardize your ability to access and expend federal funds for the investments/projects listed above. Please contact your FEMA Region 10 Program Analyst, Ken Pierro (kenneth.pierro@fema.dhs.gov) to receive specific guidance regarding EHP compliance. If you have questions about this funding hold or believe it was placed in error, please contact the FEMA Region 10 Program Analyst.

BUDGET COST CATEGORIES

Personnel	\$0.00
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Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$1,333,333.34
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMS-2022-EO-00002-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. N/A	4. TYPE OF ACTION AWARD	5. CONTROL NO. SX00594N2022T
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603		
9. NAME OF RECIPIENT PROJECT OFFICER Sierra Wardell	PHONE NO. 2535127121	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 08/12/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2022 To: 08/31/2025 Budget Period 09/01/2022 08/31/2025	

1 5. DESCRIPTION OF ACTION

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

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Emergency Operations Center Grant Program	97.052	2022-FA-EI02-R107- -4101-D	\$0.00	\$1,000,000.00	\$1,000,000.00	See Totals
			\$0.00	\$1,000,000.00	\$1,000,000.00	\$333,333.34

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

N/A

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

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

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

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

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
Sierra Wardell, Preparedness Grants Section Section Supervisor

DATE
Fri Aug 19 15:02:51 GMT 2022

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE
Fri Aug 12 18:44:29 GMT 2022

PATRICK GERARD MARCHAM,

WORK PLAN

FY 2022 Emergency Operations Center Grant Program

The Subrecipient has been awarded funding to complete the project outlined in the DHS/FEMA approved investment justification.

Project Description

Walla Walla County is located in SE Washington with a population of 60,785. The emergency operations center (EOC) which includes the E911 dispatch center is located in a facility that is susceptible to flooding, earthquake, traffic accidents, and is in a location that makes hardening against potential attacks impossible. **The proposed project will renovate an existing building that is located on higher ground well outside of the floodplain, and away from any large earthquake risk.**

Plan

The facility will be expanded from its current 3,500 sq ft size to approximately 5,000 sq ft that will allow room for growth. The new building will require updates necessary to function as an EOC including addition of emergency power, interlinking with the county and city fiber, as well as emergency services communications, and installation of new E911 dispatch consoles to replace the aging technology in the current dispatch center. The county has had McKinstry Engineering review the building and create ROM (Rough Order of Magnitude) pricing for the building renovation. The improvements to the building will happen in phases with preparation for the movement of dispatch personnel being the highest priority. Once the dispatch has been moved and the County's emergency services are secured, the emergency management half of the building will be prepared. Exterior security will be updated last, funded through the sale of the current building. The county is currently working to finalize plans for the renovation with the goal of completing planning and going out to bid for the first phase by the end of 2022. Completing the renovation on the Dispatch center half of the building by the end of 2023 and completing the site work by the end of 2024.

Impact

The Walla Walla County EOC is the backbone for the region's emergency response. Its current location on a busy street, underneath a large structure that is an earthquake risk, and alongside the Mill Creek waterway is less than ideal. A new location for the facility has been selected and will significantly mitigate the risks of the current hazardous location ensuring continued response during a major event that could possibly completely disable the Emergency Operations Center in its current location.

TIMELINE

FY 2022 Emergency Operations Center Grant Program

DATE	TASK
September 1, 2022	Grant Agreement start date
December 1, 2022	<i>Estimated</i> date EHP paperwork submitted
January 1, 2023	<i>Estimated</i> New Subrecipient Regulation and Requirement Review
January 15, 2023	Submit Progress Report * <i>time period</i> 9/1/2022 - 12/31/2022
July 15, 2023	Submit Progress Report * <i>time period</i> 1/1/2023 - 6/30/2023
January 15, 2024	Submit Progress Report * <i>time period</i> 7/1/2023 - 12/31/2023
July 15, 2024	Submit Progress Report * <i>time period</i> 1/1/2024 - 6/30/2024
January 15, 2025	Submit Progress Report * <i>time period</i> 7/1/2024 - 12/31/2024
July 15, 2025	Submit Progress Report * <i>time period</i> 1/1/2025 - 6/30/2025
July 31, 2025	Grant Agreement end date
September 14, 2025	Submit Final Reimbursement Request and Closeout Report
NLT 90 days after project completion	Project Completion Regulation and Requirement Review

The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the above Timeline.

For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the above Timeline.

BUDGET

FY 2022 Emergency Operations Center Grant Program

Budget Category	Grant Agreement Amount	Match Amount	Total Project Amount
Administrative and legal expenses	\$ 14,000.00	\$ -	\$ 14,000.00
Land, structures, rights-of way, appraisals, etc	\$ -	\$ -	\$ -
Relocation expenses and payments	\$ 5,000.00	\$ -	\$ 5,000.00
Architectural and engineering fees	\$ 100,000.00	\$ -	\$ 100,000.00
Other architectural and engineering fees	\$ -	\$ -	\$ -
Project inspection fees	\$ 10,000.00	\$ -	\$ 10,000.00
Site work	\$ -	\$ -	\$ -
Demolition and removal	\$ 30,000.00	\$ -	\$ 30,000.00
Construction	\$ 841,000.00	\$ 109,000.00	\$ 950,000.00
Equipment	\$ -	\$ 200,000.00	\$ 200,000.00
Miscellaneous	\$ -	\$ -	\$ -
SUBTOTAL	\$ 1,000,000.00	\$ 309,000.00	\$ 1,309,000.00
Contingencies	\$ -	\$ 24,333.34	\$ 24,333.34
SUBTOTAL	\$ 1,000,000.00	\$ 333,333.34	\$ 1,333,333.34
Project (program) income	\$ -	\$ -	\$ -
TOTAL	\$ 1,000,000.00	\$ 333,333.34	\$ 1,333,333.34

The Subrecipient will provide a match of **\$333,333.34** of non-federal origin, 25% of the total project amount (local budget plus federal award).

Cumulative transfers to budget categories in excess of ten percent (10%) of the Grant Agreement Amount will not be reimbursed without prior written approval from the Department.

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

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

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

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

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

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

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: _____

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

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

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

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

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

Why am I required to sign this certification?

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

What is Executive Order 12549?

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

What is the purpose of this certification?

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

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

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

What or who is a “lower tier participant”?

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

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

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

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

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

MUTUAL AID INTERLOCAL AGREEMENT BETWEEN WALLA WALLA AND
COLUMBIA COUNTIES TO SHARE AND COORDINATE SEARCH AND RESCUE
SERVICES

1. Parties

1.1 Walla Walla County is a Washington County organized under the laws of the State of Washington.

1.2 Columbia County is a Washington County organized under the laws of the State of Washington.

2. Purposes

2.1 RCW Chapter 39.34 authorizes the Counties to jointly exercise powers, privileges, and authority, and to enter into agreements for such purposes.

2.2 RCW 38.52.091 authorizes emergency management organizations to develop mutual aid agreements.

2.3 RCW 38.52.400 states that the Chief Law Enforcement Officer of each political subdivision shall be responsible for local search and rescue activities. RCW 38.52.400 also states that the "local director of emergency management shall work in a coordinating capacity directly supporting all search and rescue activities in that political subdivision and in registering emergency search and rescue workers for employee status."

2.4 Search and Rescue workers and volunteers are a specific category of emergency workers under RCW 38.52.010 and WAC 118-04-100. Search and Rescue workers, volunteers and organizations have duties, responsibilities and protections set forth by state law, particularly, RCW 38.52.180 and RCW 38.52.190.

2.5 The Parties wish to establish a framework to share and coordinate Search and Rescue resources, workers, and expertise, while ensuring proper procedures are followed.

2.6 The Sheriff's Offices work with non-profit corporations to serve as volunteer resources for Search and Rescue.

3. Administrative structure.

3.1 This Agreement does not establish a separate legal entity, and this Agreement does not affect the organization or functions of the parties except as provided below.

3.2. The Walla Walla County Sheriff and Columbia County Sheriff will administer this agreement.

3.3 The Walla Walla County Sheriff and the Columbia County Sheriff will each designate a liaison from each office to work with the Search and Rescue program.

3.4 Search and Rescue incident command shall be the responsibility of the Sheriff's Office with jurisdiction in which the operation occurs. Overall responsibility of Search and Rescue activities shall remain with the Sheriff of the County in which the Search and Rescue activity is occurring. Mission number requests shall be initiated by the Sheriff's Office with jurisdiction as soon as a Search and Rescue emergency callout begins.

3.5 The Walla Walla County Sheriff and Columbia County Sheriff will be responsible for the training, leading and operations of the Search and Rescue Team. The Walla Walla County Sheriff and Columbia County Sheriff will work with Search and Rescue Team members to develop an organizational structure.

3.6 Walla Walla County and Columbia County Emergency Management Directors

will ensure that Search and Rescue workers and volunteers are enrolled as State Emergency Workers pursuant to state law (RCW 38.52.310 and WAC 118-04).

3.7 The Walla Walla County Sheriff and Columbia County Sheriff will ensure that each training and emergency activation has an assigned mission number from the State Military Department pursuant to WAC 118-04-240. For trainings, the Sheriff's Office supervising the training will be responsible for obtaining a training mission number from its respective Emergency Management Director. Out-of-state activities are not authorized without an assigned mission number.

3.8 The Walla Walla County Sheriff and Columbia County Sheriff will create standard procedures for operations and deployment of the Search and Rescue Team.

3.9 Claims for compensation pursuant to RCW 38.52.210 will follow the statutory and Washington Administrative Code procedures. (WAC 118-04-300 through 360). Compensation board hearing, procedural records, and claim preparations are the responsibility of the local emergency management agency director in the jurisdiction in which loss or injury occurred. (WAC 118-04-300 (6)). For missions occurring outside an injured person's jurisdiction of residence, the claimant may file the claim with the local agency in the jurisdiction of residence, provided that the local emergency management agency director in the injured person's jurisdiction of residence coordinates the claim with the local emergency management agency director in the jurisdiction where the mission occurred. (WAC 118-04-320 (3)). The incident commander shall advise the local emergency management agency director in the jurisdiction where any loss or injury occurred as soon as possible and shall provide appropriate and timely documentation. The local emergency management agency director in the jurisdiction where the injury occurred shall notify the Mutual Aid Interlocal Agreement for Search and Rescue

emergency management division of any injuries as soon as possible. WAC 118-04-320 (5).

3.10 Sheriff's Office employees from one County may assist in a Search and Rescue emergency activation in the other County. As the Search and Rescue efforts are mutually beneficial, any total combined worker hours up to 24 hours for one emergency Search and Rescue activation will not be billed. Total combined worker hours in excess of 24 hours for one emergency Search and Rescue activation shall be charged to the other County at an agreed upon hourly rate. Employee hours for training missions are mutually beneficial and will not be billed to the other party, unless otherwise agreed in advance in writing by the Sheriffs.

3.11 Volunteer Search and Rescue Team members from one County will be available for use in the other County. The Parties agree to share roster information to ensure that volunteers are appropriately registered, trained and tracked.

4. Property

This Agreement does not provide for the acquisition, holding, or disposal of real or personal property. Any personal property of the Parties shall remain the property of the Party providing the property.

5. Term and Termination.

5.1 This agreement shall be effective for a term which commences on the date that it has been fully executed by all Parties to the agreement and ends on December 31, 2027, unless it is terminated early as provided herein.

5.2 The term of this agreement may be extended by mutual agreement of the Parties.

5.3 This agreement may be mutually terminated prior to its expiration by written

agreement of the Parties.

5.4 Any Party may unilaterally terminate this agreement by giving written notice of early termination of this agreement to the other Party at any time. Termination shall become effective no sooner than one-hundred eighty (180) days after notice of early termination.

6. Indemnification.

6.1 Mutual Indemnity. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are

adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

6.2 Survival of Indemnity Obligations. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

7. Attorney fees.

The Parties shall bear their own attorney's fees and costs of enforcing their rights and responsibilities under this Agreement.

8. Assignment.

No Party shall transfer, assign, or subcontract, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other Party.

9. Third party beneficiaries.

The Parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. The Parties do not intend to create any third-party beneficiary to this Agreement.

10. Notices.

Notices shall be given, at a minimum, by postage prepaid mail to a Party at its address of its principal governmental office in care of its official clerk.

12. Waiver.

No waiver by any Party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

13. Entire agreement.

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein and no prior Agreements shall be effective to the contrary.

14. Amendment.

The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the Parties.

15. Counterparts.

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

16. Filing.

The Clerk of the Boards of County Commissioners shall cause a copy of this Agreement to be posted on the County websites pursuant to RCW 39.34.040.

17. Severability.

If any term, provision, covenant, or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. To this end, the provisions of this Agreement are declared to be severable.

18. Applicable Law

This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

19. Jurisdiction and Venue

Any dispute or proceeding arising out of this Agreement shall be submitted to the Superior Court of the State of Washington for Walla Walla County.

Dated this 16th day of May, ~~2021~~ 2022.

COUNTY OF WALLA WALLA

Approved as to form:

Prosecuting Attorney

CHAIRMAN OF BOARD OF WALLA
WALLA COUNTY COMMISSIONERS

WALLA WALLA COUNTY SHERIFF

COUNTY OF COLUMBIA

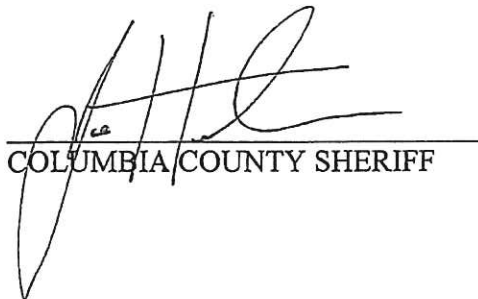
Approved as to form:



Prosecuting Attorney



CHAIRMAN OF BOARD OF COLUMBIA
COUNTY COMMISSIONERS



COLUMBIA COUNTY SHERIFF

a) Consent Agenda Items:

- 1) Resolution – Setting a hearing date to consider an amendment to Walla Walla Code Title 11, Illicit Discharge Detention and Elimination
- 2) Resolution – Signing the United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances
- 3) Resolution – Signing a Prospectus for the Right of Way Funds for Dell Sharpe Bridge on Pettyjohn Road

b) Action Agenda Items:

- 1) Resolution – Use of County Roads for Walla Walla Multi Sports Onion Man Triathlon
- 2) Execute contract for the Wallula Avenue Project

c) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A
HEARING DATE TO CONSIDER
AN AMENDMENT TO WALLA
WALLA COUNTY CODE TITLE 11,
ILLICIT DISCHARGE DETECTION
AND ELIMINATION

RESOLUTION NO. **23**

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that a hearing to consider an amendment to Walla Walla County Code Title 11, Illicit Discharge Detection and Elimination be set for 1:30 P.M., Monday, February 6th, 2023, or as soon thereafter as possible in the Walla Walla County Commissioners' Chambers, County Public Health and Legislative Building, located at 314 West Main Street, Walla Walla, Washington.

Those participating at said hearing may testify for or against the proposed application. Written testimony, which will be made a part of the record, may be sent to: Walla Walla County Commissioners, P.O. Box 1506, Walla Walla, WA 99362.

Remote Public Participation and testimony will be allowed via Webex and telephone.

Call in 1-408-418-9388 access code: 146 784 0290

Meeting link: <https://wwco.webex.com/wwco/j.php?MTID=m6ef6c0710e4eb57be4e10ce0cc827a38>

Passed this 17th day of January, 2023 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Jennifer R. Mayberry, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

Gunner Fulmer, Commissioner, District 3

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

Walla Walla County Public Works Department

NOTICE IS HEREBY GIVEN that a public hearing will be held to consider an amendment to Walla Walla County Code Title 11, Illicit Discharge Detection and Elimination. Walla Walla County Public Works Department is the proponent agency for the proposed amendment.

NOTICE IS HEREBY GIVEN that a hearing will be held on said application, by the Board of Walla Walla County Commissioners in their office in the Commissioner Chambers, County Public Health and Legislative Building, located at 314 West Main Street, Walla Walla, Washington, on Monday the 6th day of February 2023, at the hour of 1:30 p.m. or as soon thereafter as such hearing may be held. Those participating at said hearing may testify for or against the proposed application. Remote Public Participation and testimony will be allowed via Webex and telephone (see call-in information below). Written testimony, which will be made a part of the record, may be sent to: Walla Walla County Commissioners, P.O. Box 1506, Walla Walla, WA 99362.

Call in 1-408-418-9388 access code: 146 784 0290

Meeting link:

<https://wwco.webex.com/wwco/j.php?MTID=m6ef6c0710e4eb57be4e10ce0cc827a38>

DATED at Walla Walla, Washington this 17th day of January 2023.

By: Diane L. Harris
Clerk of the Board of County Commissioners

Advertised: Walla Walla Union-Bulletin
January 19th & January 26th, 2023

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF USE OF
COUNTY ROADS FOR THE
WALLA WALLA MULTI-SPORTS
ONION MAN TRIATHLON

RESOLUTION NO. 23

WHEREAS, said triathlon will be held Saturday, May 20, 2023, between the hours of 9:00 am and 2:00 pm; and

WHEREAS, the event organizers have agreed to notify emergency services prior to the event for the necessary safety and emergency services information; and

WHEREAS, the event organizers shall provide traffic control, signage and flaggers in accordance with the approved Special Event Permit; and

WHEREAS, the event organizers have provided a certificate of insurance naming Walla Walla County as additional insured and have agreed to include Walla Walla County in their registration/release waiver; and

WHEREAS, the event organizers have provided a news release to the local newspapers announcing the event date; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that permission be granted to Walla Walla Multi-Sports to use the following County roads on Saturday, May 20, 2023: Reservoir Road from the Corps office to North Tausick Way; from North Tausick Way to the Walla Walla Community College entrance to Isaacs Avenue; along the Isaacs Avenue bike path to Mill Creek Road, 5 Mile Road, Russell Creek Road, Berney Drive, Scenic Loop Road; from there, reversing the course for the return trip.

*Passed this 17th day of **January, 2023** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane L. Harris, Clerk of the Board

Jennifer R. Mayberry, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

Gunner Fulmer, 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 SIGNING THE
UNITED STATES DEPARTMENT OF
TRANSPORTATION (USDOT)
STANDARD TITLE VI/NON-
DISCRIMINATION ASSURANCES

RESOLUTION NO. **23**

WHEREAS, Walla Walla County is a recipient of Washington State Department of Transportation (WSDOT) Federal Funds; and

WHEREAS, Federal Regulations 23 CFR 200.9(b) (7), 49 CFR 21.3, and 49 CFR 21.7 requires that WSDOT insure that all local agencies receiving United States Department of Transportation (USDOT) funds administered by WSDOT are in compliance with these regulations; and

WHEREAS, in compliance with said regulations, Walla Walla County is required to sign the USDOT Standard Title VI/Non-Discrimination Assurances; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Assurances and the Chair of the Board shall sign same in the name of the Board.

Passed this 17th day of January, 2023 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Jennifer R. Mayberry, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

Gunner Fulmer, 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 SIGNING A
PROJECT PROSPECTUS DELL
SHARPE BRIDGE ON PETTYJOHN
ROAD

}

RESOLUTION NO. **23**

WHEREAS, Right of Way Funds are available for the Dell Sharpe Bridge on Pettyjohn Road Project; and

WHEREAS, Dell Sharpe Bridge on Pettyjohn Road Project qualifies for said funds; and

WHEREAS, a Project Prospectus has been prepared as part of an application for said Right of Way funds to improve Dell Sharpe Bridge on Pettyjohn Road Project; and

WHEREAS, Walla Walla County agrees to comply with the regulations, policies and procedures set forth in the Project Prospectus; now therefore

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners, that they do hereby enter into said Project Prospectus and the Chair of the Board shall sign same in the name of the Board.

Passed this 15th day of August, 2022 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Jennifer R. Mayberry, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

Gunner Fulmer, Commissioner, District 3

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

**Walla Walla County Public Works
990 Navion Lane
Walla Walla, WA 99362**



To: Board of County Commissioners

From: Tony Garcia Morales, P.E. – Public Works Director/County Engineer

Date: 11 January 2023

Re: Director's Report for the Week of 9 January 2023

Board Action: 17 January 2023

Hearings:

In the Matter of Setting a Hearing to Consider an Amendment to Walla Walla County Code Title 11, Illicit Discharge Detection and Elimination

Resolutions:

In the Matter of Use of County Roads for the Walla Walla Multi-Sports Onion Man Triathlon

In the Matter of Signing the United States Department of Transportation (USDOT) Standard Title VI/Non-discrimination Assurances

Miscellaneous:

Sign Construction Contract for the Wallula Avenue Project

MILL CREEK FLOOD CONTROL ZONE DISTRICT:

- Continuing Authorities Program (CAP) 205 project: working on design.

ENGINEERING:

- Peppers Bridge Road: Working on final right of way acquisition.
- Fishhook Park Road: Working on design.
- Dell Sharpe Bridge: Working on right of way acquisition.
- Lower Waitsburg Road: Working on design, coordinating with property owners regarding driveway changes.
- Seven Mile Bridge: Working on environmental.
- Wallula Bridge: Working with consultant on design contract scope and fee.
- Five Mile Bridge: Working with consultant on design contract scope and fee.
- Burbank Business Park Pathway (Port of Walla Walla Project): Preparing plans and specs for advertisement.

MAINTENANCE/FLEET MANAGEMENT:

- North Crew – Snow and Ice maintenance, ditch clean-up and brush clean-up.
- South Crew – Snow and ice maintenance, ditch clean-up and bridge repairs.
- Vegetation & Signs – Snow and Ice maintenance and brush clean-up.
- Garage – Routine services and repairs and preseason repairs on equipment for the summer.

ADMINISTRATION:

- Conducted our weekly Road Operations, Staff, and Engineering meetings.
- Conducted our monthly Finance Review meeting.
- Participated in a First Aid refresher class.

**1:45 DEPARTMENT OF COMMUNITY HEALTH/
BOARD OF HEALTH**

**Dr. Kaminsky
Nancy Wenzel**

- a) Presentation on Public Health Transformation Foundational Public Health Services by Jaime Bodden, Managing Director of Washington State Association of Local Public Health Officials (30 minutes)
- b) **Action Agenda Items:**
 - a. Proposal 2023 01-17 DCH Approval to add Administrative Supervisor position and Grant Compliance Specialist position
- c) Department update and miscellaneous

Public Health Transformation Foundational Public Health Services

Healthy. Vital. **Everyone.** Everywhere.



Walla Walla County Board of Health

1/17/23

Outline

- Overview and History
- Baseline & Recent Successes
- Questions

Overview and History

FPHS OBJECTIVES

1. Adopt a **limited statewide set of core public health services, called Foundational Public Health Services (FPHS)** that the government is responsible for providing and must be present in every community to efficiently and effectively protect all people in Washington.
2. **Fund FPHS primarily through state funds and fees** that are predictable, sustainable and responsive to changes in both demand and cost.
3. Provide and **use local revenue-generating options to address local public health priorities** called the Additional Important Services
4. Deliver FPHS in ways that **maximize efficiency and effectiveness** and are standardized, tracked, **measured and evaluated**.
5. Complete a tribally-led process, with support from the Department of Health, to define how the Foundational Public Health Services funding and delivery framework will apply to tribal public health, and how the governmental public health system can work together to serve all people in Washington.
6. **Allocate resources through a collaborative process** between state, local, and tribal governmental public health system partners.

VISION

A responsive and viable governmental public health system is essential for healthy and economically vital communities across Washington.

GOAL

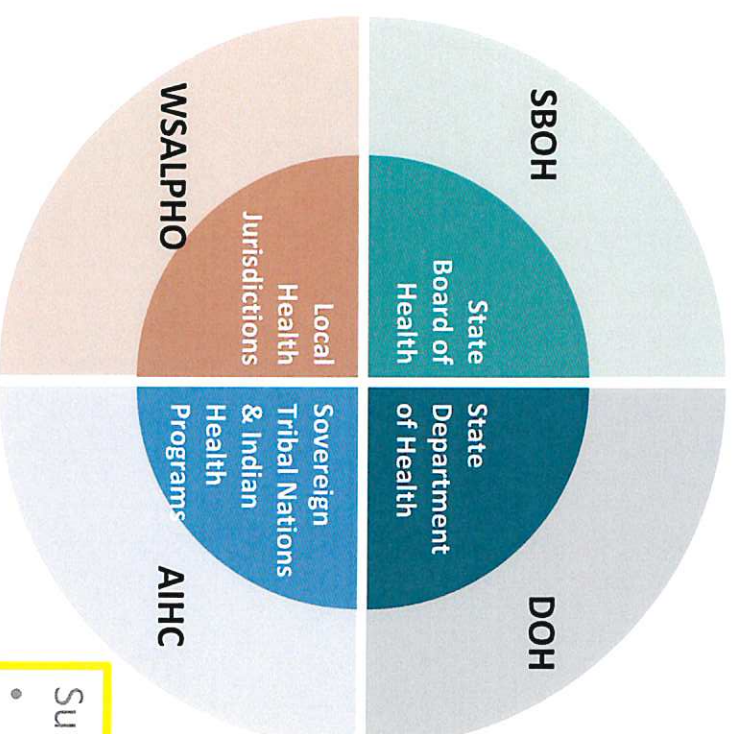
Full funding and implementation of FPHS, statewide, using a long-term, building block, approach.

RCW 42.70.512 & 515

FPHS Committee Structure

Policy Health
Advisory Board
(created by HB 1152)

FPHS Steering Committee



Technical Workgroup
(Definitions)

Tribal Technical
Workgroup

Project
Management Team
& Co-Chairs

FPHS Support Staff

- Subject Matter Expert Subgroups:
- Communicable Disease
 - Environmental Public Health
 - Assessment
 - Life Course
 - Emergency Preparedness

FPHS Cyclical Timeline

Winter

- Steering Committee determines the focus & parameters of the next operating budget request
- Subject Matter Groups & Tribal Workgroup develop budget request proposals with accountability and performance outputs/metrics for Steering Committee

Spring

- Steering Committee finalizes budget requests, proposal accountability and evaluation metrics
- Engage in legislative session as needed

Summer

- Shared decision package is developed
- Annual FPHS spending reports due; accountability and evaluation metrics collected
- Dispense next FY funds through concurrence and contract process

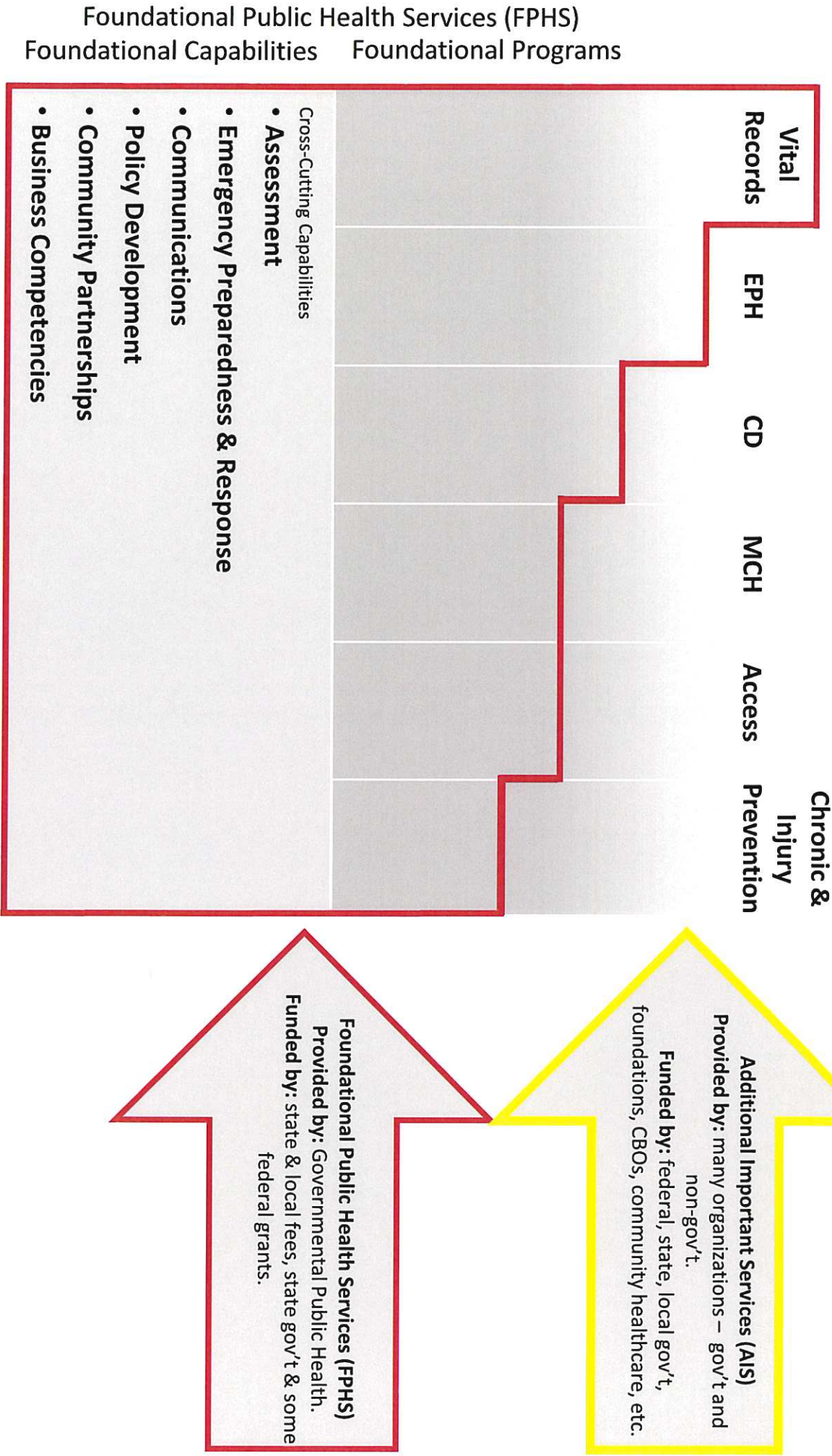
Fall

- Decision package submitted for Governor's Budget
- FPHS Investment and Accountability report published
- Engage in legislative session as needed

Criteria for Determining FPHS

<p>Population-based To what extent is this a population-based service without individually identifiable beneficiaries?</p>	<p>Mainly provides individual benefits</p>	<p>Partially population based, such as an individual health care service the absence of which would pose a significant community health threat</p>	<p>A population-based preventive health service addressing an important health problem, using methods that are evidence-based or best-practices</p>
<p>Governmental public health To what extent is governmental public health the only or primary provider of this service?</p>	<p>Never – many other entities provide this service and they are the most appropriate provider</p>	<p>Sometimes</p>	<p>Often – it has to be addressed by governmental public health to be effectively addressed at all</p>
<p>Mandatory Is it mandated by law or contingent on legal powers granted only to the local health officer/board of health?</p>	<p>Not mandated</p>	<p>Partially or sometimes</p>	<p>Definitely mandated</p>

A limited defined set of core services provided by the Governmental Public Health System

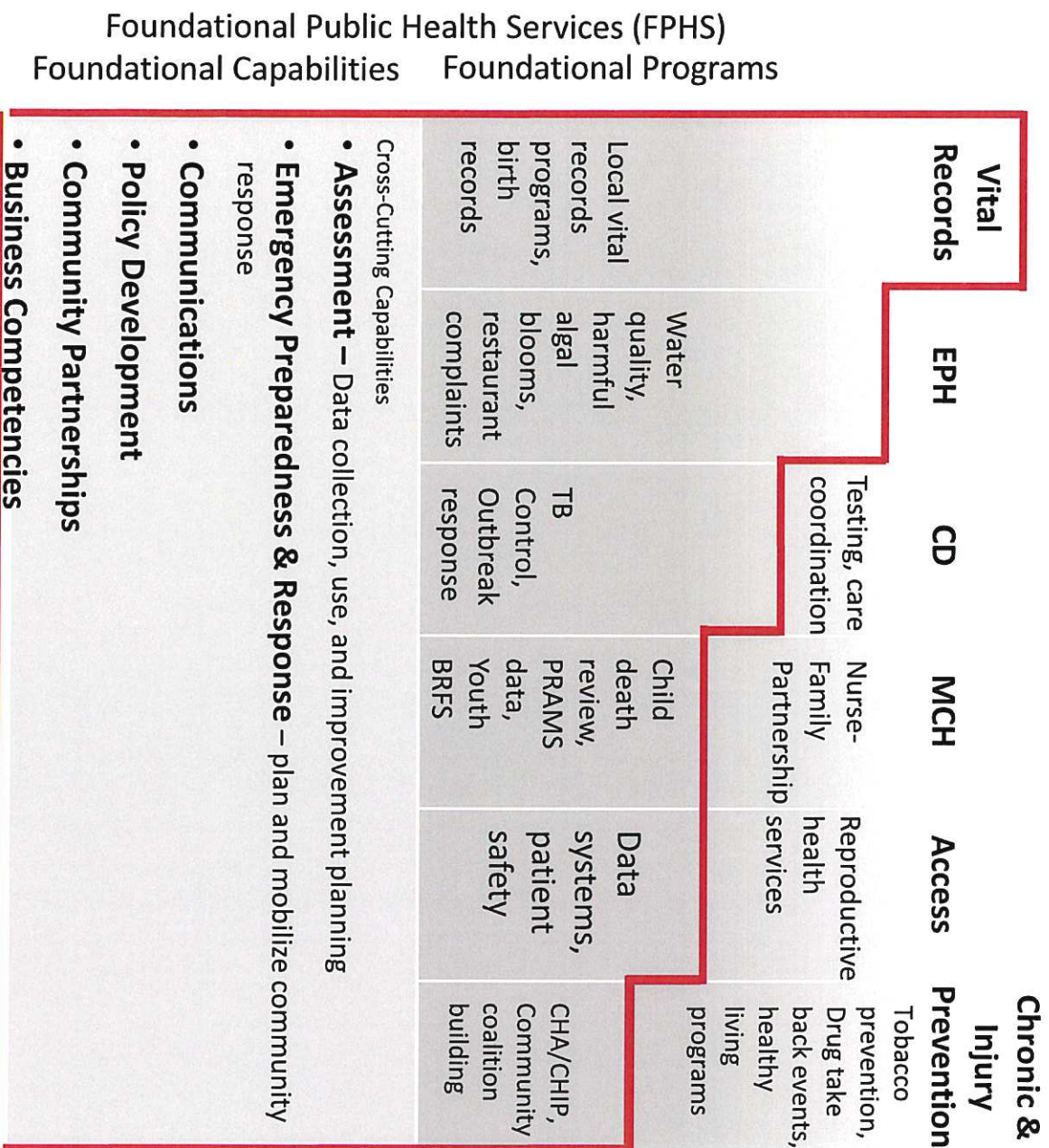


Definitions

Foundational Public Health Services — Population-based, prevention oriented services that only/primarily government provides everywhere, in order for the system to function anywhere. Full definition at www.doh.wa.gov/fphsresources

Governmental Public Health System — State Department of Health (DOH), State Board of Health (SBOH), Local Health Jurisdictions (LHJs), Tribal Health and other programs.

A limited defined set of core services provided by the Governmental Public Health System



Additional Important Services (AIS)
 Provided by: many organizations – gov't and non-gov't.
 Funded by: federal, state, local gov't, foundations, CBOs, community healthcare, etc.

Foundational Public Health Services (FPHS)
 Provided by: Governmental Public Health.
 Funded by: state & local fees, state gov't & some federal grants.

Definitions
Foundational Public Health Services — Population-based, prevention oriented services that only/primarily government provides everywhere, in order for the system to function anywhere. Full definition at www.doh.wa.gov/fphsresources

Governmental Public Health System — State Department of Health (DOH), State Board of Health (SBOH), Local Health Jurisdictions (LHJs), Tribal Health and other programs.

Examples of FPHS and AIS

Foundational Public Health Services

- Disease investigation of Hepatitis C or *e. coli*
- Promoting school age immunizations
- Harmful Algal Blooms
- Air quality from wildfires
- Birth Certificates

Provided by governmental public health system

Additional Important Services

- Clinical services such as family planning or immunizations
- WIC Program
- Youth suicide prevention
- Nurse Family Partnership
- Increasing access to healthy foods

Provided by a mix of governmental, public, and private agencies

Baseline and Recent Successes

FPHS Funding Need

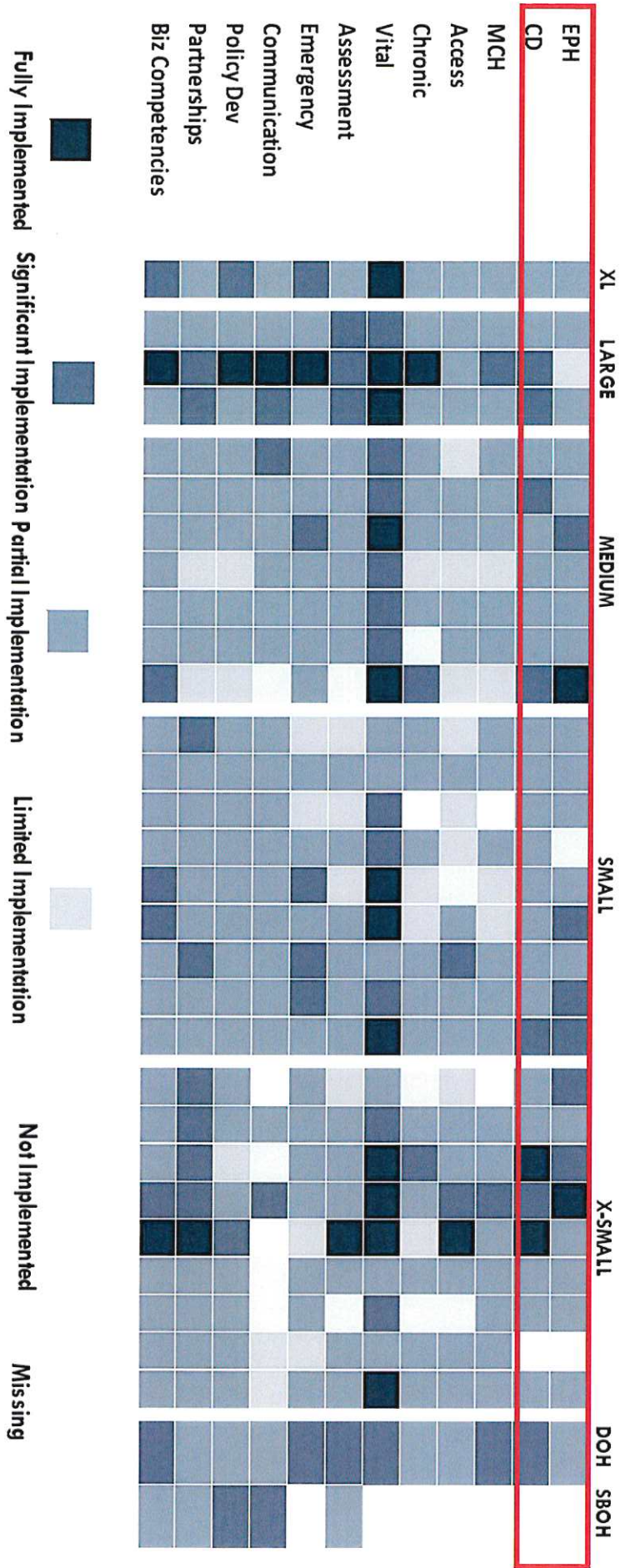
Additional Funds Needed from State Government for Full Implementation of FPHS (Baseline)

Foundational Program or Capability		2018 Baseline* Additional Funds Needed from State Government, in millions (rounded)
Environmental Public Health		\$39 / year; \$78 / biennium
Prevention and Control of Communicable Disease & Other Notifiable Conditions		\$37 year; \$74 / biennium
Maternal/Child/Family Health		\$16 / year; \$32 / biennium
Access/linkage with Medical, Oral, and Behavioral Health Care Services		\$7 / year; \$14 / biennium
Chronic Disease, Injury and Violence Prevention		\$14 / year; \$28 / biennium
Vital Records		\$0
Assessment (Surveillance and Epidemiology)		\$30 / year; \$60 / biennium
Emergency Preparedness (All Hazards)		\$9 / year; \$18 / biennium
Communication		\$10 / year; \$20 / biennium
Policy Development and Support		\$8 / year; \$16 / biennium
Community Partnership Development		\$10 / year; \$20 / biennium
Business Competencies		\$45 / year; \$90 / biennium
Total		\$225 / year; \$450 / biennium

* Berk 2018. Washington State Public Health Transformation Assessment Report

FPHS Level of Implementation (Baseline)

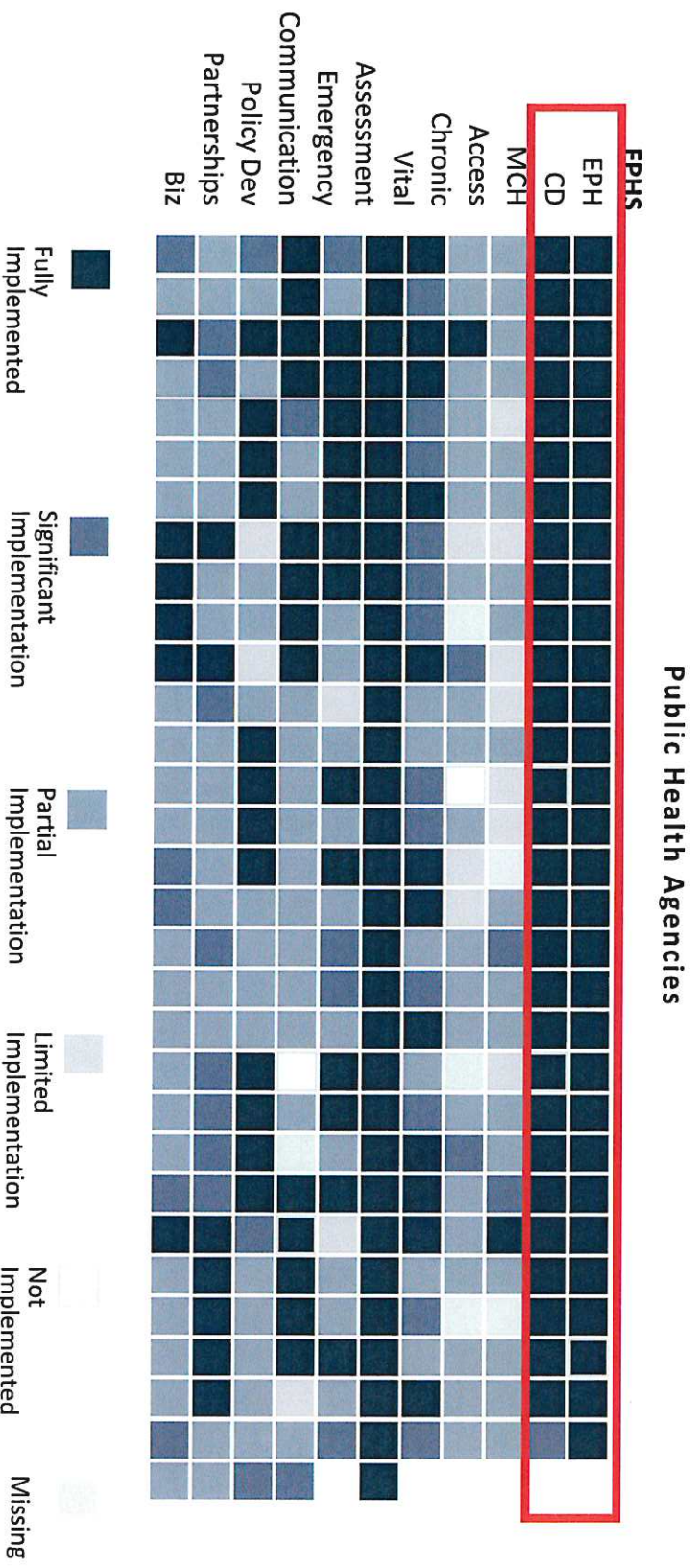
The Goal: Turn All Cells Dark Blue = Full Implementation of FPHS



FPHS Baseline Assessment, 2018

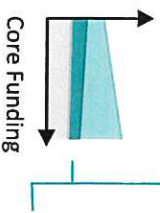
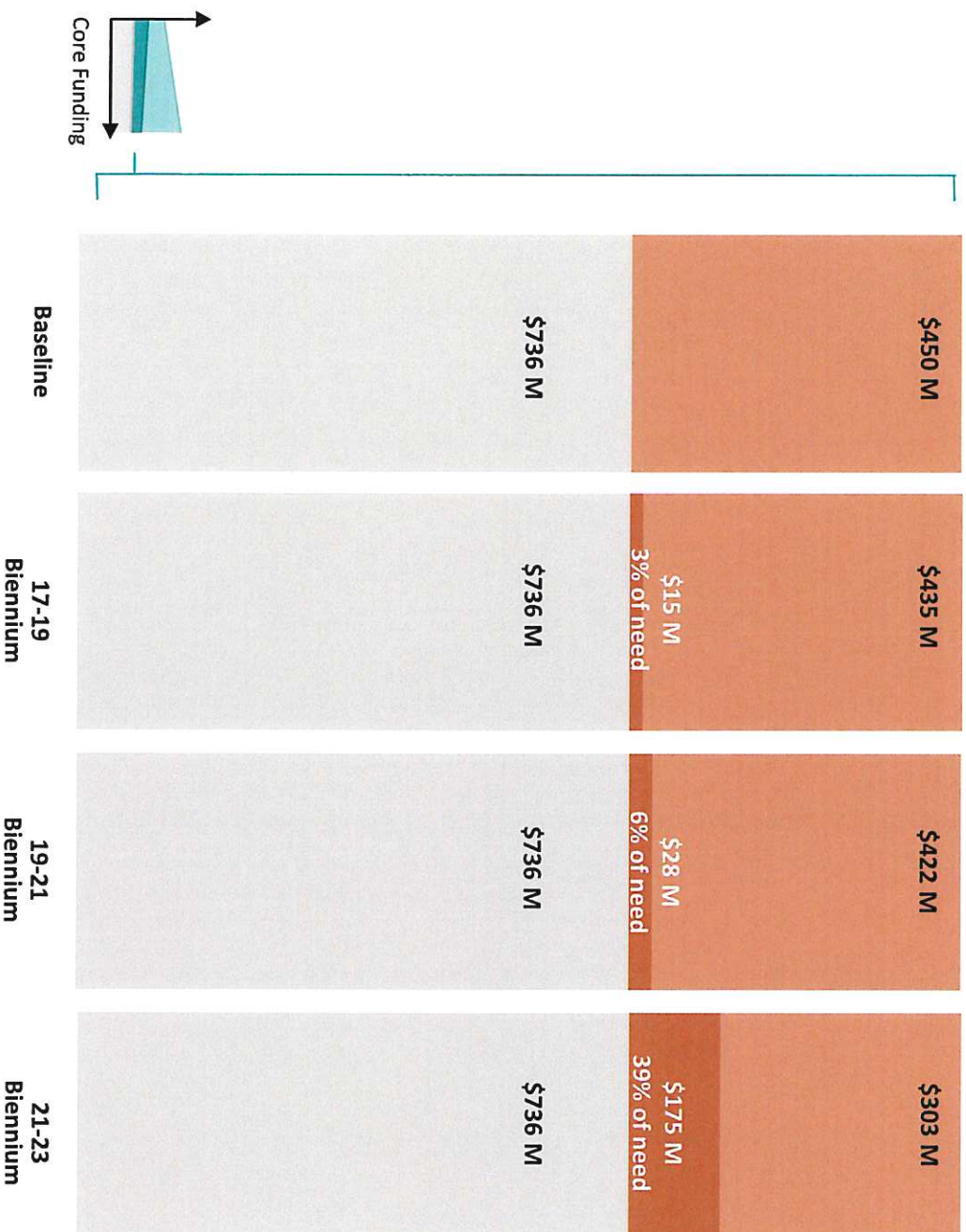
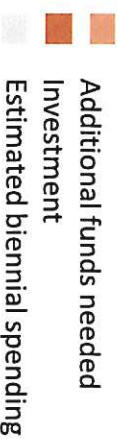
Increased funding for FPHS should increase the implementation of Focus Areas and Cross-Cutting Capabilities (Conceptual Image)

The Goal: Turn All Cells Dark Blue = Full Implementation of FPHS

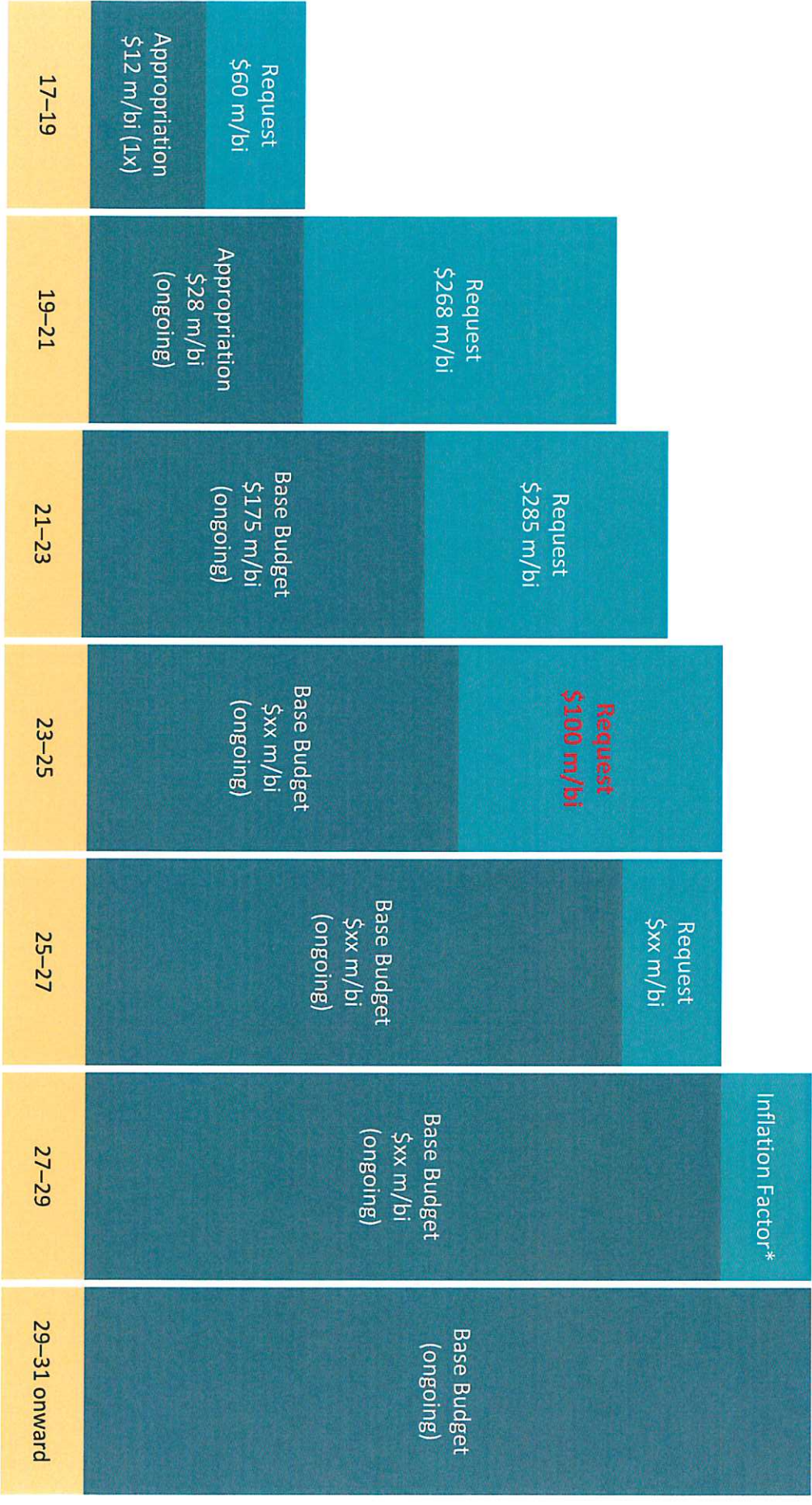


FPHS Funding Need & Legislative Appropriation

BIENNIAL



A Long-Term, Multi-Biennia, Phased, Building Block Approach to Full Funding and Implementation of FPHS



* Establish a process and mechanism so funding keeps up with inflation, population size, demand for service and changes in FPHS definitions.
Diagram is conceptual and not to scale (updated 8-4-2020)

Concurrence Process

- Statutory process, often iterative, building block approach ([RCW 42.70.512 & 515](#))
- Includes formal agreement by DOH, SBOH, local health jurisdictions (through WSALPHO)
 - Tribal consultation also occurs
- Local Input:
 - Subject Matter Groups co-led by local health jurisdictions
 - Diverse representatives on steering committee
 - WSALPHO Board approves local concurrence positions, proposals, and priorities for local SC members to carry into concurrence
 - Feedback from local leadership, subject matter staff

Milestones to Date

- **2012** Agenda for Change – call to modernize WA public health system
- **2016** Initial cost estimate and transformational plan
- **2017** First **one-time** initial investment into FPHS (\$15M)
- **2018** Baseline System Assessment Completed
- **2019** **On-going** funding investment (\$28 M), HB 1497 passed with FPHS framework, **Concurrence** process
- **2021** **Large scale investment** into FPHS (\$175 M for FY22 - FY23)

The Work Ahead

- Hone and refine FPHS investments, evaluation, and accountability metrics
- Identify and secure dedicated funding source
- Review FPHS Definitions and system-wide assessment
- Maintain ongoing funding, concurrence

Local Boards of Health are Important!

- You are part of the governmental public health system (RCW 70.05)
- You have local responsibilities to ensure the health and safety of your communities and citizens
 - Help set local public health policies
 - Enhance FPHS through local investment for AIS
 - Enforce local, state, and federal laws
- You are a local policymaker with a valuable perspective to share
 - Having a responsive and viable public health system in your community (and state) enhances the well-being of your community



Questions?

Foundational Public Health Services

Healthy. Vital. Everyone. Everywhere.

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Proposal

Date: January 10, 2023

Proposal ID: 2023 01-17 DCH

To: BOCC

From: Nancy Wenzel
Administrative Director

Intent: Gain Approval to Add Administrative Supervisor and Grant Compliance Specialist

Topic: Administrative Supervisor and Grant Compliance Specialist

Summary

The Department of Community Health has Foundational Public Health (FPH) funds available to build staffing infrastructure which will allow us to be prepared for required public health responses. During the pandemic it was evident that we did not have enough administrative staff to manage funding, grant requirements/compliance, purchasing, monitoring cash balances and budget, onboarding staff, HIPAA compliance and procedures. DCH would like to work with Human Resources to develop a job description and hire an administrative supervisor. DCH also requests to work with HR to develop a job description and hire a grants and contracts specialist position. Once these positions are in place DCH will strategize and align all administrative positions to be the most effective with responsibilities and duties. We currently have four (4) Accounting Technician II and two (2) senior office assistants. Both senior office assistants are vacant currently due to situations beyond our control. If DCH is granted permission to add these two positions DCH staffing would look like this: administrative supervisor, grant/contract specialist, four (4) accounting tech II, and two (2) senior office assistants.

Cost

Administrative Supervisor Salary/Benefits: \$87,380
Grant Compliance Specialist \$87,380

Funding

These positions will be funding by FPH monies. These funds are currently budgeted in Fund 112 under Program 39. We would re-allocate the funds to Fund 112 Program 11.

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

N/A

Benefits

These positions will give stability and support to our programs along with creating infrastructure to comply with audit requirements and all government accounting standards.

Conclusion/Recommendation

Recommend the BOCC approve hiring an additional administrative supervisor and a grant compliance specialist.

Submitted By

Nancy Wenzel, DCH

Disposition

____ Approved

Name

Department

Date

____ Approved with modifications

____ Needs follow up information

Name

Department

Date

____ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

___ Modification

___ Follow Up

2:15 PROSECUTING ATTORNEY

Gabriel Acosta/Jesse Nolte

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

- 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 2023 01-17 HR/RM-1 Approval of early step increase for Auditor Licensing Clerk
 - 2) Proposal 2023 01-17 HR/RM-2 Approval of Salary Study Pay Frameworks provided by HR Compensation Consultants, LLC (HRCC)
 - 3) Proposal 2023 01-17 HR/RM-3 Approval of new position Administrative Deputy Commander for Corrections Department
- d) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

2:45 COUNTY COMMISSIONERS

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

- A D J O U R N -

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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.